



BOARD OF PORT COMMISSIONERS MEETING AGENDA

BRIAN HAMMAN
Vice Chair

LARRY KIKER
Chair

FRANK MANN

JOHN E. MANNING

CECIL L. PENDERGRASS

JEFF MULDER
Executive Director

RICHARD WM. WESCH
Port Attorney

March 07, 2019

**LEE COUNTY PORT AUTHORITY
BOARD OF PORT COMMISSIONERS
AND
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

Training and Conference Center, Southwest Florida
15924 Air Cargo Lane, Fort Myers, Florida

9:30 AM **Invocation: Reverend James C. Givens, Mount Olive AME Church**

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

- **Items to be pulled for discussion by the Board**
- **Motion to approve balance of items**
- **Consideration of items pulled for discussion**

Administrative Agenda

Convene as Board of County Commissioners

Reconvene as Board of Port Commissioners

Commissioners' Items/Committee Appointments

Comments from the Chair of the Airports Special Management Committee

Port Attorney Items

Adjourn

AIRPORTS SPECIAL MANAGEMENT COMMITTEE				
NOEL ANDRESS	JOHN GOODRICH	ROBBIE ROEPSTORFF Vice Chair	RANDY KRISE Chair	FRAN MYERS
Dana W. Carr – Charlotte County			R. Scott Cameron – Collier County	

CONSENT AGENDA

ADMINISTRATION – Ben Siegel

1. Request Board approve the minutes for the Board of Port Commissioners meeting on January 17, 2019
Term:
N/A
Funding Source:
N/A

2. Request Board approve a “Land Lease for Construction and Operation of a Flight School at Page Field” and a “Lease of Office Space at Page Field” with FMY Holdings, LLC.
Term:
Land lease: initial term of twenty (20) years from Rent Commencement Date, with two (2) options to extend by five (5) years each. Office space lease: month to month.
Funding Source:
n/a

3. Request Board approve a “Ground Lease of Skyplex Parcel at Southwest Florida International Airport” to NeoGenomics Laboratories, Inc.
Term:
30 years, plus four 5-year extension options
Funding Source:
n/a

4. Request Board approve a First Amendment to “Land Lease for Construction of Corporate Hangar Building at Page Field” with JCP Leasing, Inc.
Term:
20 years, plus two 5-year extension options
Funding Source:
n/a

AVIATION – Gary Duncan

5. Request Board award RFB 19-02, Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems for the Lee County Port Authority to Johnson Controls, Inc., the lowest responsive, responsible bidder, and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.
Term:
June 1, 2019 to May 31, 2022
Funding Source:
General Operating Revenues collected during the normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.

CONSENT AGENDA – Continued

AVIATION – Gary Duncan – Continued

6. Request Board award RFB #19-04, Purchase of New ITW GSE Preconditioned Air and Ground Power Units for Lee County Port Authority to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$283,400 per the terms and conditions of the purchase contract.

Term:

One year contract to commence on or about March 11, 2019.

Funding Source:

Capital Account VB5131541200.506410.

7. Request Board approve the purchase of seven (7) fleet vehicles, three (3) from Tamiami Ford under Collier County Contract #12-5935 and four (4) vehicles from Alan Jay Automotive under Sourcewell Contract #2019-120716-NAF in the amount of \$273,878.48.

Term:

N/A

Funding Source:

Funds are available in accounts: VB5131541200.506430, Vehicles/Rolling Stock and PD5420141206.506430, Gerlach Trust used exclusively for Airport Police Department Canine expenses.

DEVELOPMENT – Mark Fisher

8. Request Board authorize execution of a contract with Owen-Ames-Kimball Company (OAK), for construction management/general contracting services for the Rental Car Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).

Term:

Five years

Funding Source:

N/A

9. Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$307,802 to perform Concept Refinement and Preliminary Design services associated with the Rental Car Areas Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).

Term:

Five Years

Funding Source:

Customer Facility Charges, RSW Account No. 20859941234.506510.20

CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher - Continued

10. Request Board authorize a contract amendment with Aero Systems Engineering, Inc. in the amount of \$1,199,061 to perform design services associated with the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW).

Term:

Five Years

Funding Source:

Passenger Facility Charges, Account No. 20860841234.506510.20.

11. Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc., in the amount of \$103,386 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW).

Term:

Five years

Funding Source:

Passenger Facility Charges, Account No. 20860841234.506510.20.

12. Request Board (1) approve a grant (Modification No. Z0114-3 to Subgrant Agreement) from the Division of Emergency Management in the amount of \$74,313.98 for hurricane-related property damage at Southwest Florida International Airport (RSW) and Page Field (FMY) and (2) authorize Executive Director to approve any future Modifications on behalf of the LCPA.

Term:

N/A

Funding Source:

N/A

PORT ATTORNEY – Greg Hagen

13. Request Board Adopt Resolution amending Sections 5 & 9 of the Lee County Port Authority Purchasing Manual to place greater emphasis on current firm workload when evaluating responses to competitive Requests for Letters of Qualifications

Term:

N/A

Funding Source:

N/A

14. Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

CONVENE AS BOARD OF COUNTY COMMISSIONERS

PORT ATTORNEY – Greg Hagen

15. Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar.

Term:

N/A

Funding Source:

N/A

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONERS' ITEMS/COMMITTEE APPOINTMENTS

COMMENTS FROM THE CHAIR OF THE ASMC

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meeting on January 17, 2019</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 3/7/2019</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:
Meeting minutes for:
January 17, 2019

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meeting on January 17, 2019</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: n/a</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: Communications</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 3/7/2019</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Eileen Gabrick EOI</u></p> <p>DIV. <u>Lee County Clerk of Court- Minutes</u></p> |
|---|--|

10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:
Meeting minutes for:
January 17, 2019

11. RECOMMENDED APPROVAL

<p><u>DEPUTY EXEC DIRECTOR</u></p> <p><i>Benjamin R. Siegel</i></p>	GENERAL SERVICES	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

JANUARY 17, 2019

A Joint Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Administrative Offices on the third floor of the Southwest Florida International Airport (RSW), with the following members present:

LEE COUNTY PORT AUTHORITY

Cecil Pendergrass, Chair
 Larry Kiker, Vice-Chair (*absent*)
 Brian Hamman
 Franklin B. Mann (*absent*)
 John E. Manning

Lee County Attorney:

Richard Wm. Wesch, Port Attorney
 Gregory S. Hagen, Sr. Asst. Port Attorney

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

Fran Myers, Chair (*absent*)
 Randy Krise, Vice-Chair
 Noel Andress
 John B. Goodrich
 Robbie Roepstorff

Regional Members:

Collier County Representative R. Scott Cameron
 Charlotte County Representative Dana W. Carr (*absent*)

ON FILE IN MINUTES OFFICE:

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS - Nov 2018 and Dec 2018
- PROCUREMENT STATUS REPORT - January 8, 2019
- PASSENGER QUARTERLY REPORT - 4th Qtr. FY 17-18
- PROJECTED FLIGHTS AND SEATS - Jan thru April 2019
- TDC UPDATE - December 13, 2018

The Chairman called the meeting to order at 9:30. The Invocation was given by Pastor Matt Booher, Emmanuel Baptist Church followed by the Pledge of Allegiance.

**ANNUAL REORGANIZATION
 LEE COUNTY BOARD OF PORT COMMISSIONERS**

Chairman Pendergrass welcomed The Honorable Linda Doggett, Lee County Clerk of Courts/Lee County Comptroller for the reorganization of the 2019 Board of Port Commissioners. Ms. Doggett briefly reviewed the voting process, noted that seconds were not required, and requested nominations for Chairman. Commissioner Manning nominated Commissioner Kiker and Commissioner Hamman requested that the nominations be closed. Ms. Doggett requested a roll-call vote and Commissioner Kiker was unanimously elected as Chairman with Commissioner Kiker and Commissioner Mann absent. In Commissioner Kiker’s absence, Ms. Doggett conducted the election of Vice-Chair. Ms. Doggett then called for nominations for Vice-Chairman. Commissioner Manning nominated Commissioner Hamman and Commissioner Hamman moved to close the nominations. Following a roll-call vote Commissioner Hamman was unanimously elected Vice-Chairman with Commissioner Kiker and Commissioner Mann absent. Ms. Doggett then turned the meeting over to the newly elected Vice-Chair Commissioner Hamman.

9:30 A.M. AGENDA ITEM

The Vice-Chairman called for public comment on the Consent Agenda and there were no speakers.

Two Consent Agenda items were pulled for discussion by Staff:

- C3 - “Term” correction
- C11- Power Point Presentation of RSW Passenger Check-In Modernization Project

The Vice-Chairman called for a motion to approve the balance of the Consent Agenda and Commissioner Manning so moved, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

CONSENT AGENDA

ADMINISTRATION – Ben Siegel

- 1.** Request Board approve the minutes for the Board of Port Commissioners meeting on November 8, 2018.

Term: N/A

Funding Source: N/A

Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

- 2.** Request Board approve the Actual Fiscal Year 2017-18 Rates and Fees for Southwest Florida International Airport and authorize any fee settlement and revenue sharing to the airlines, as required by the Airline-Airport Use and Lease Agreement.
Term: N/A
Funding Source: General airport operating revenues collected during the normal operation of the Airport, Fund 41200.
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.
- 3.** Request Board approve a contract with United Data Technologies to provide a Unified Communications System.
Term: 3 years with three (3) 3 year extension options.
Funding Source: General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology
Board: Vice-Chair called for public comment and there were no speakers.
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

ERROR CORRECTION FOR *TERM*: Gene Meyers from Airport Administration gave clarification of an error that needed correction for the Term of the Unified Communication System Contract. It should read: 3 years with **two (2)** 3 year extension options.

- 4.** Request Board approve a ground lease of a parcel at Page Field to Wings on Danley, LLC for construction and use of a corporate hangar.
Term: 20 years, plus two 5-year extension options
Funding Source: N/A
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.
- 5.** Request Board approve a Fourth Amendment to “Airline-Airport Use and Lease Agreement with American Airlines, Inc.”
Term: October 1, 2008, to September 30, 2021
Funding Source: N/A
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.
- 6.** Request Board approve a “Ground Lease of Skyplex Parcel at Southwest Florida International Airport” to Alta Realty II LLC.
Term: 30 years, plus four 5-year extension options
Funding Source: N/A
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

AVIATION – Gary Duncan

- 7.** Request Board approve the sole source purchase of two (2) Advanced Visual Aircraft Docking Systems (AVDGS) and associated hardware and software maintenance for a period of three years from Safegate Americas, LLC for use at Southwest Florida International Airport in the amount of \$93,640.00. In addition, request Board approval for installation of the AVDGS by Aero BridgeWorks in the amount of \$48,100, for an estimated combined grand total of approximately \$142,000 for the fully installed and operational systems.
Term: N/A
Funding Source: Capital Account VB5131541200.506410
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

DEVELOPMENT – Mark Fisher

- 8.** Request Board rank qualifications submitted for LOQ #18-25 Construction Manager/General Contractor Services for the Rental Car Areas Relocation/Expansion and Associated Airport Improvements at Southwest Florida International Airport (RSW) and authorize staff to begin contract negotiations with the top ranked firm.
Term: N/A
Funding Source: N/A
Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

9. Request Board 1) authorize execution of a contract amendment with Wright Construction Group, Inc. in the amount of \$3,768,631.91 to provide Construction Management/General Contractor services associated with the Maintenance Building Expansion Project at Southwest Florida International Airport (RSW), and 2) approve a Total Project Budget in the amount of \$4,776,800.

Term: 8 months

Funding Source: Florida Department of Transportation Grant 441681-1-9401 and net revenues from the normal operation of the Southwest Florida International Airport, Acct. 20858541234.506531.30.

Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

10. Request Board authorize execution of a contract with Atkins North America, Inc. for Design Services associated with the Rental Car Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).

Term: 5 years.

Funding Source: N/A

Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

11. ASMC/Board update regarding the RSW Passenger Check-in Modernization Project

Term: N/A

Funding Source: State grants and Passenger Facility Charge revenues

Board: Vice-Chair called for public comment and there were no speakers.

Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

Executive Director Jeff Mulder gave a brief description of the changes with the RSW Passenger Check-In Modernization Project in a Power Point Presentation. Mr. Mulder stated that work will be completed at night during the off season.

ATTORNEY – Greg Hagen

12. Request Board approve grant of non-exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company (“TECO”) to provide natural gas service to the Gartner leasehold at the Southwest Florida International Airport.

Term: N/A

Funding Source: N/A

Vote: Commissioner Manning moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Kiker and Commissioner Mann absent.

ADMINISTRATIVE AGENDA

CONVENE AS BOARD OF COUNTY COMMISSIONERS

ATTORNEY – Greg Hagen

13. Request Board convene as Board of County Commissioners to approve Blue Sheet item, “Request Board approve grant of non-exclusive underground utility easement to Peoples Gas System, a Division of Tampa Electric Company (“TECO”) to provide natural gas service to the Gartner leasehold at the Southwest Florida International Airport.”

Term: N/A

Funding Source: N/A

FOR ACTION ON THIS ITEM PLEASE REFER TO THE MINUTES OF JANUARY 17, 2019 (011719S)

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONER ITEMS

There were no Commissioner Items discussed.

COMMITTEE APPOINTMENTS

There were no Committee Appointments by the individual Commissioners.

COMMENTS FROM THE CHAIR OF THE ASMC

Lee County Port Authority Vice-Chair Randy Krise gave an overview of the Tourist Development Council Report (TDC)

There was a question from the Board about the current issues facing the TSA Agents. Gary Duncan, Deputy Executive Director of aviation, spoke about the status stating that LCPA has been following the issue closely and staying in contact with the Federal Security Director and her team. Mr. Duncan stated that they have created large thank you posters that were signed by all the LCPA staff to present to the TSA Agents. Also, the Harry Chapin Food Bank is bringing a food truck out for the TSA employees. There will also be a local bank coming to offer low interest loans for those TSA Agents that may need assistance.

Commissioner Hamman asked Mr. Duncan if he could please relay the Boards appreciation to those TSA Agents for putting in the work during this difficult time.

EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Executive Director Jeff Mulder presented his Executive Director Remarks for the Joint Board Meeting of 01-17-2019 (Copy on file).

Mr. Mulder also gave a detailed Power Point Presentation (Copy on file) of the Terminal Expansion Project. There was a brief discussion and some questions among the Board members and Mr. Mulder addressed those questions. Deputy Executive Director of Administration Ben Siegel also addressed questions about landing fees.

PORT ATTORNEY ITEMS

Lee County Port Authority Attorney Richard Wm.Wesch had no additional items for discussion.

ADJOURN:

The Chairman adjourned the meeting at 10:11 a.m.

ATTEST:
LINDA DOGGETT, CLERK

Deputy Clerk

Chairman, Lee County Port Authority

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a “Land Lease for Construction and Operation of a Flight School at Page Field” and a “Lease of Office Space at Page Field” with FMY Holdings, LLC.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: Land lease: initial term of twenty (20) years from Rent Commencement Date, with two (2) options to extend by five (5) years each. Office space lease: month to month.</p> <p>4. WHAT ACTION ACCOMPLISHES: Leases land at Page Field for construction and operation of a flight school, and leases office space at Page Field while the flight school is under construction.</p> | <p>5. CATEGORY: 2.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/19/2019</p> <p>7. BoPC MEETING DATE: 3/7/2019</p> |
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|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

ATP Flight Academy, LLC, d/b/a ATP Flight School, headquartered in Jacksonville, Florida, is one of the largest flight training companies in the U.S. The company desires to have its newly formed affiliated entity, FMY Holdings, LLC (“FHLLC”), lease land at Page Field for construction and operation of a flight school. In conjunction with its flight school development, FHLLC proposes to lease existing office space on a temporary basis, to help start up its operations while the flight school is under construction. The two proposed leases are outlined below.

Land Lease

The proposed land lease covers approximately 4.1 acres, including approximately 2.4 acres of existing aircraft apron (part of what is known as the “north ramp”), and 1.7 adjoining acres of mostly unimproved land. FHLLC will have the right to use a certain segment of the existing parking lot nearby for employee and customer parking.

The term of the proposed land lease will commence on July 1, 2019, and will continue until the day before the date that is twenty (20) years after the Rent Commencement Date. FHLLC will have 2 options to extend the term by 5 years each, for a total potential term of 30 years after the Rent Commencement Date.

FHLLC will build or lease improvements conforming to the airport’s minimum standards for the specific commercial aeronautical activities it will be permitted to engage in, namely, provision of aircraft flight instruction and Part 135 charter

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	N/A	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (4-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

services. This will include constructing a new building containing at least 9,200 s.f. of floor area (7,200 s.f. for aircraft storage plus 2,000 s.f. for offices, general storage, and restrooms), and any additional paved automobile parking spaces required by the Lee County Development Code. FHLLC will also construct, on the leased premises, self-fueling facilities sufficient to fuel all aircraft FHLLC will base at the Airport.

Rent of \$6,776.23 per month will commence on the Rent Commencement Date ("RCD"). The RCD will be the earlier of: (a) the date a certificate of occupancy is issued; or (b) the date FHLLC commences using the premises (other than for parking its aircraft on the existing apron, or construction of improvements); or (c) July 1, 2020. Rent is subject to CPI increases at 3-year intervals, beginning January 1, 2023.

FHLLC will pay the Authority's established tie-down fees for any use of the existing apron prior to the Rent Commencement Date, and for any tie-downs used outside its leased premises (whether before or after the Rent Commencement Date). Additionally, FHLLC will pay the Authority's then-current Fuel Flowage Fees for any self-fueling it does. (For the fiscal year 10/1/18 through 9/30/19, the Fuel Flowage Fee is 30 cents per gallon.)

Prior to the Rent Commencement Date, FHLLC may park its aircraft on the north ramp (including the portion within its leasehold) subject to LCPA's standard tie-down fees. Starting on the Rent Commencement Date, aircraft parking within FHLLC's leased portion of the ramp will be included in the ground rent and exempt from tie-down fees, but aircraft parking (if any) on the remainder of the north ramp (or elsewhere outside of its leasehold) will be subject to tie-down fees.

Office Space Lease

The proposed Lease of Office Space covers 3 offices, with a total of approximately 1,183 square feet, located on the second floor of the "Base Ops" terminal building at Page Field. This lease will allow FHLLC to start up its flight school operations from these offices (and the tie-downs at and near their leased apron space) while their own buildings are under construction. Rent will be \$4,436.25 per month.

The term will commence when FHLLC has obtained all governmental permits required to construct the Minimum Required Improvements specified in Section 5.2 of the Land Lease. The lease will continue on a month-to-month basis, until the earlier of: (a) one of the parties terminates this lease; or (b) the Land Lease is terminated. It is anticipated that if the Land Lease remains in force until FHLLC completes its required improvements, the Authority will terminate the office space lease at that time.

Attachments

1. Lease summary for Land Lease for Construction and Operation of a Flight School
2. Proposed Land Lease for Construction and Operation of a Flight School
3. Lease summary for Lease of Office Space
4. Proposed Lease of Office Space

Lease Summary

Tenant:	FMY Holdings, LLC 1555 The Greens Way Jacksonville Beach, FL 32250
Leased Premises:	Two contiguous parcels of land (unimproved and apron areas) at Page Field, containing a combined total of approximately 4.08 acres
Parking Area:	Tenant will have the non-exclusive right to use the designated "Parking Area" of approx. 1.2 acres, in the existing parking lot.
Aircraft Parking:	Tenant may park its aircraft on its leasehold, including its leased portion of the north ramp; aircraft parking on the remainder of the north ramp will be subject to availability and LCPA's standard tie-down fees.
Allowed Use(s):	aircraft flight instruction services and on demand (Part 135) aircraft charter services
Term of Lease:	initial term of twenty (20) years beginning July 1, 2019; tenant will have two (2) options to extend by five (5) years each
Rents and Fees:	prior to the Rent Commencement Date, tie down fees for any use of the existing aircraft apron, at the Authority's then-current rate beginning on the Rent Commencement Date, monthly rent of \$6,776.23; rent is subject to CPI adjustments beginning January 1, 2023, and at 3-year intervals thereafter fuel flowage fees for self-fueling, at the Authority's then-current rate
Self-Fueling:	Tenant will (subject to LCPA's standard self-fueling requirements, which include a flowage fee, currently 30 cents/gallon), install its own fuel tanks on its leasehold and fuel its own aircraft with its own facilities and employees.
Security/Perf. Guaranty:	\$32,000.00
Insurance Requirements:	\$5 million combined single limit CGL (including premises, products and completed operations, and contractual liability); \$5 million combined single limit aircraft liability; \$1 million combined single limit business auto; property insurance, including fire and extended coverages, for all risks of physical loss or damage to the premises and improvements, for full replacement value; \$1 million employer's liability; and workers' compensation as required by state law

Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

LAND LEASE
FOR CONSTRUCTION AND OPERATION OF A FLIGHT SCHOOL
AT PAGE FIELD

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **FMY HOLDINGS, LLC**, a Florida limited liability company with offices at 1555 The Greens Way, Jacksonville Beach, FL 32250 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the airport known as Page Field, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges. Lessee desires to lease certain land at the Airport for construction and operation of a flight school. The Authority is willing to grant this lease upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Leased Premises. Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee the following described real

property:

Two contiguous parcels of land, within the boundaries of the Airport, in the County of Lee, State of Florida, containing a combined total of approximately **4.08** acres, comprised of approximately 1.71 acres depicted as "UNIMPROVED LEASED AREA" and approximately 2.36 acres depicted as "LEASED APRON AREA," respectively, on the drawing attached hereto as "EXHIBIT A" (hereinafter referred to together as the "premises" or the "leased premises").

The premises is leased subject to any and all existing easements or other encumbrances of record, and Authority shall have the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, connections, water, telephone, and electric power lines, and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across, and along the Leased Premises, or any part thereof, and to enter thereupon for any and all such purposes. Authority reserves the right to grant franchises, easements, rights-of-way and permits in connection with the aforesaid utility and other installations in, over, upon, along, or across any and all portions of said Leased Premises as Authority may elect, provided, however, that no right of Authority provided for in this paragraph shall be so exercised as to unreasonably interfere with Lessee's operations hereunder.

Section 1.2 Parking Area. Subject to the terms and conditions of this lease and the rules and regulations as may be prescribed from time to time by the Authority, the use and occupation by the Lessee of the Leased Premises shall include the nonexclusive use, in common with others, of that portion of the existing parking lot (north of the leased premises) which is

depicted as "PARKING AREA" on Exhibit A attached hereto, for automobile parking only.

Section 1.3 Taxilane Stub. During the term of this lease, the Lessee and its customers may access the leased premises via aircraft by traversing the paved area located immediately adjacent to the leased premises and identified on Exhibit A hereto as "Taxilane Stub," provided, however, that such use shall be solely for ingress and egress to and from the leased premises via aircraft, and, if Authority designates a taxiway or taxilane along said Taxilane Stub which is narrower than the entire Taxilane Stub, such rights of Lessee to utilize the Taxilane Stub for ingress and egress via aircraft will be limited to the portion of the Taxilane Stub that Authority designates as the taxiway or taxilane, along with the portion of the Taxilane Stub that lies between the leased premises and such designated taxiway or taxilane.

Section 1.4 Boundary survey. The parties hereto recognize that Exhibit A shows only an approximate depiction of the boundaries of the leased premises. Accordingly, prior to commencement of any construction, the Lessee shall obtain at its own cost (and provide a copy to the Authority) a precise boundary survey and metes and bounds description of each of the UNIMPROVED LEASED AREA and the LEASED APRON AREA, including an accurate designation of the area, in square feet, of each such area, prepared by a registered professional surveyor and mapper licensed in the State of Florida, and certified for the benefit of the Authority and Lessee. Said boundary survey and metes and

bounds descriptions shall be in accordance with said Exhibit A and Section 1.1 above.

Authority shall have thirty (30) days from the date it receives the survey and metes and bounds descriptions to determine whether they accurately reflect the boundaries of the premises in accordance with this Lease. Upon the Authority's mutual written approval of same (or the passage of thirty (30) days without objection from either party), the survey and metes and bounds descriptions shall be deemed incorporated by reference into this lease, and will be the controlling interpretation of the boundaries of the leased premises.

Section 1.5 Option to delete LEASED APRON AREA from leased premises. If Lessee, first, either:

- (a) ceases operating a business providing "Aircraft Flight Instruction Services" at the Airport and executes an amendment to this lease, in a form satisfactory to the Authority, which deletes item (1), i.e. Aircraft Flight Instruction Services, from the list of allowed uses of the leased premises set forth in Section 4.1 of this lease; or
- (b) assigns this lease (with the consent of the Authority pursuant to Article 7 below) to an assignee which does not desire to operate a business providing "Aircraft Flight Instruction Services" at the Airport, and which executes an amendment to this lease (in a form satisfactory to the Authority) which deletes item (1), i.e. Aircraft Flight Instruction Services, from the list of allowed uses of the leased premises set forth in Section 4.1 of this lease; or
- (c) constructs and maintains at least 10,000 square feet of new aircraft apron area within the UNIMPROVED LEASED AREA;

then Lessee (or its assignee) will have the option to delete the LEASED APRON AREA from the leased premises. Such option must be exercised, if at all, by the Lessee (or its assignee) providing

advance written notice to Authority, and will be effective on the first day of the calendar month immediately following the day such notice is given (the "Effective Deletion Date"), in which case Lessee's base rent specified in Section 3.1 below will be reduced pro rata beginning on the Effective Deletion Date.

ARTICLE 2

TERM

Section 2.1 Initial term. The initial term of this lease will commence on July 1, 2019, and will continue until the day before the date that is twenty (20) years after the "Rent Commencement Date" defined in Section 3.2 below. Notwithstanding commencement of the term of this lease, as set forth in Sections 3.1 and 3.2 below, rent will not begin to accrue until the "Rent Commencement Date" defined in Section 3.2

Section 2.2 First option to extend. Lessee shall have the option to extend the term of this lease for an additional five (5) year period immediately following the initial term (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the initial term, of Lessee's intent to exercise this option.

Section 2.3 Second option to extend. If Lessee validly exercises the first option to extend, as set forth in Section 2.2 above, Lessee will have one additional option to extend the term of this lease for a second five (5) year period (provided that the lease has not been terminated and that Lessee is not then in

default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the lease term as extended by exercise of the first option, of Lessee's intent to exercise this second option.

Section 2.4 Lessee's inspection period. Notwithstanding anything herein that may appear to the contrary, Lessee shall have an inspection period, to undertake any inspections of the premises it deems necessary, of eighteen (18) months after the date of this lease, during which period Lessee shall have the option, at its sole discretion, to terminate this lease by providing advance written notice to Authority, in which case the security deposit will be returned to Lessee, and neither party shall have any further liability to the other.

ARTICLE 3

RENTS AND CHARGES

Section 3.1 Ground rent. Lessee agrees to pay the Authority, as "base rent," for and during the term beginning on the "Rent Commencement Date" defined below, annual rent of \$81,314.76, payable in advance in equal monthly installments of \$6,776.23, plus any applicable state sales tax. Said base rent will be adjusted for CPI changes pursuant to Section 3.4 below.

Section 3.2 Rent Commencement Date. The "Rent Commencement Date" shall be the earlier of:

- (a) the date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises; or
- (b) the date Lessee commences using any portion of the leased premises for any aspect of its flight school

business (other than parking aircraft on the existing apron, or construction of improvements); or

(c) July 1, 2020;

whichever occurs first. Lessee will use due diligence and make good faith efforts to obtain permits, complete its construction, and cause the "Rent Commencement Date" to occur as soon as practicable.

Section 3.3 Tie-down fees prior to Rent Commencement Date. Prior to the Rent Commencement Date, any use of the existing aircraft apron on the leased premises will be subject to the Authority's established tie-down fees.

Section 3.4 Escalation. Beginning January 1, 2023, and every three (3) years thereafter while the lease is in force, the "base rent" will be adjusted for proportionate increases and decreases in CPI but will never be less than the "base rent" specified above. The adjusted base rent will be the product of the initial base rent multiplied by a fraction, the numerator of which is the comparison index and the denominator of which is the base index. The term "base index" means the CPI in effect for the calendar month of October 2018. The term "comparison index" means the CPI in effect for the month of October of the year of the applicable adjustment date.

The term CPI means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to use 1982-84 = 100 as a base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would

have resulted had the change not occurred. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. government will be used.

Section 3.5 Payment. All rent payments must be paid, without demand, on or before the first day of each calendar month, to Lee County Port Authority, Base Operations at Page Field, 5200 Captain Channing Page Drive, Fort Myers, Florida, 33907, or such other place as the Authority may direct in writing. If the Rent Commencement Date falls on a date other than the first day of a calendar month, the monthly payment will be prorated for that month.

Section 3.6 Fuel Flowage Fee. Lessee will pay the Authority a monthly Fuel Flowage Fee, as provided for in Section 4.1 below, no later than the 10th day of the month following the calendar month in which the fueling occurred.

Section 3.7 Rent credits for rerouting electrical power feed to Authority's fleet fuel system. Upon Lessee's completion of rerouting the electrical power feed serving the Authority's fleet fuel system as described in Section 5.2, Lessee will supply Authority with copies of the paid invoice(s) or such other documents the Authority may reasonably require, evidencing the amount Lessee has actually expended on said work, and the Authority will allow Lessee rent credits for one-half of the actual amount expended on such work by Lessee, not to exceed a total of \$25,000.00 in rent credits. Such credits will be applied against rent payments due under this lease.

ARTICLE 4

USE OF LEASED PREMISES

Section 4.1 Use of premises. Lessee shall have the right to use the leased premises solely to:

- (1) provide "Aircraft Flight Instruction Services" (as defined below) to the public (which may, at Lessee's option, also include the incidental sale, to flight training students, of sunglasses, apparel, and other merchandise typically sold in pilots' shops);
- (2) provide air transportation to the general public for hire, on demand, on an unscheduled basis under the requirements of Title 14 Code of Federal Regulations Part 135; and
- (3) hangar, tie down, adjust, repair, refuel, clean, and otherwise service aircraft which are owned, or exclusively leased, by Lessee, provided that:
 - (a) Lessee does so with its own employees and equipment; and
 - (b) any refueling shall: (i) be conducted only in those areas designated by the Authority from time to time for self-fueling operations; (ii) require Lessee to first obtain a Self-Fueling Permit from the Authority, in the Authority's standard form, which may be amended or superseded from time to time; (iii) be subject to the Authority's then-current Fuel Flowage Fees (which are 30 cents per gallon for the Authority's fiscal year from October 1, 2018, through September 30, 2019, and may be adjusted by the Authority periodically thereafter); and (iv) be done in accordance with the latest edition of the following, as may be amended: NFPA 30 and 407 (Aircraft Fuel Storage and Servicing); FAA Advisory Circular 150/5230-4 (Aircraft Fuel Storage, Handling, and Dispensing on Airports); Air Transport Association standards for jet fuel quality control at airports, as applicable; and the Authority's Standard Operating Procedure 1061P, Hazardous Materials Management Plan, dated 8/17/98 (a copy of which has been provided to Lessee) as may be amended or superceded.

Lessee shall not use or permit the use of the leased premises or any part thereof for any other purpose, except upon prior written consent of the Authority's Executive Director or his designee.

"Aircraft Flight Instruction Services" includes only:

- (a) flight instruction given pursuant to 14 CFR Part 61 or Part 141, by FAA certified flight instructors;
- (b) ground instruction as provided for in 14 CFR Part 61 or Part 141;
- (c) flight simulator training as provided for in 14 CFR Part 61, Part 141, or Part 142;
- (d) sightseeing flights provided pursuant to 14 CFR Part 91;
- (e) aircraft rentals necessary to meet the training requirements of 14 CFR Parts 61, 91, or 141; and
- (f) instruction utilizing unmanned aircraft systems (i.e. drones) provided same occurs indoors or with a containment net outdoors.

Except as set forth in Section 4.3 below, Lessee will not be allowed to offer or provide any services to the public at the Airport, including at or from the leased premises, until it has completed the "Minimum Required Improvements" set forth in Section 5.2.

Lessee shall not use or permit the use of the leased premises, or any part thereof, for any purpose other than the permitted uses set forth herein, or by any other party, except as expressly permitted herein or upon prior written consent of the Authority's Executive Director or his designee. Prohibited uses of the leased premises include, but are not limited to:

- (1) hazardous operations such as fuel transfer (except as expressly allowed above), welding, torch cutting, torch soldering, doping, or spray painting;
- (2) selling, bartering, trading, sharing, subleasing (except as expressly permitted herein), or in any other manner providing hangar space, fuel, fueling facilities, or fueling services, to any other tenant or user of the Airport;
- (3) entry or placement on the premises of any aircraft not owned by Lessee, unless the aircraft is leased by Lessee (and no other lessee or joint lessee), is under

the exclusive control of the Lessee, and a copy of such aircraft lease has been provided to the Authority;

- (4) rental of parking spaces, or any other kind of commercial parking operations; and
- (5) the presence, placement, or use, of "Mobile Minis" or any other trailers or modular units, whether for office, storage, or otherwise, except that construction trailers may be located on the premises while any building is actually under construction, and trailers may be utilized for the Temporary Operations allowed by Section 4.3 below.

The right to use the leased premises does not include the right to use any ramp, apron, taxiway, or taxilane not located on the premises, except for ingress to and egress from the premises.

Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with or adversely affect the operation or maintenance of the Airport or the use of the Airport by any other Airport tenant, or otherwise constitute an Airport hazard. Lessee shall make no unlawful, improper, or offensive use of the premises.

Section 4.2 Non-interference with Airport. Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with, disturb, or adversely affect the operation or maintenance of the Airport, traffic patterns on the roadways, or otherwise constitute an Airport hazard. Lessee shall make no unlawful, improper, or offensive use of the premises.

Section 4.3 "Interim Operations" prior to completion of Minimum Required Improvements. Prior to completion of the Minimum Required Improvements, Lessee may open for business and provide the services allowed under Section 4.1 above from the leased premises (herein "Interim Operations"), provided that:

- (1) Lessee has obtained all permits required for construction of the Minimum Required Improvements; and
- (2) such operations will not extend beyond the date that is one year after the date they commence.

If Lessee has not completed the Minimum Required Improvements by the date that is one year after the Interim Operations first commenced, Lessee will cease operations and use of the premises under Section 4.1 above (but may continue construction, fit-out, and move-in activities not involving customers or the public), unless the Authority's Executive Director determines, in his or her sole opinion, that Lessee is making diligent efforts and bona fide progress toward completion of the Minimum Required Improvements, in which case said Executive Director may authorize Lessee, in writing, to extend its Interim Operations for a period not to exceed a total of two years after the date the Interim Operations first commenced.

ARTICLE 5

CONSTRUCTION OF HANGAR AND IMPROVEMENTS

Section 5.1 Condition of premises. Lessee accepts the premises in "as is" condition. No representation has been made to Lessee concerning Lessee's ability to obtain permits for its development.

Section 5.2 Lessee's improvements. Lessee will, at Lessee's own cost and expense, design, obtain all required permits, and construct, on the leased premises, the following improvements and facilities (the "Minimum Required Improvements"):

- (1) a metal aircraft hangar building, containing a total of at least 9,200 square feet of floor area, including:
 - (a) at least 7,200 square feet of aircraft storage

space with a concrete floor; and

- (b) at least 2,000 square feet of properly heated and air conditioned office and storage space, which shall include an indoor restroom facility;
- (2) paved automobile parking spaces in at least the number required by the Lee County Land Development Code (if any); and
- (3) self-fueling facilities sufficient to fuel all aircraft Lessee will base at the Airport.

Lessee's planned improvements are expected to significantly diminish the usability and functionality of the Authority's nearby fleet fueling system without certain other modifications and improvements, both inside and outside the leased premises. Accordingly, the Minimum Required Improvements Lessee will construct at its own cost will include rerouting the electrical power feed and (if applicable) communications lines, serving the Authority's existing fleet fueling system, as needed to accommodate Lessee's improvements on the leased premises while keeping the Authority's fleet fueling system as operational as it is as of the date of this lease.

Notwithstanding anything above or below which may appear to the contrary, except for trailers utilized during Temporary Operations pursuant to Section 4.3 above, any buildings Lessee constructs will be located on the portion of the leased premises identified as "UNIMPROVED LEASED AREA" on Exhibit A attached hereto, and not on the portion of the leased premises which is, as of the date of this lease, existing aircraft apron (identified as "LEASED APRON AREA" on Exhibit A attached hereto). Lessee will remove any trailers it places on the LEASED APRON AREA upon completion or expiration of the Temporary Operations.

Lessee will use commercially reasonable efforts to complete

the construction of its building and its other improvements required under this Section 5.2 within twenty-four (24) months of the date of this lease.

Lessee may also make any other improvements, repairs, or alterations, that may be reasonably necessary to utilize the premises for the allowed use. The color of the hangar building must be white, to match the existing hangars in the east quadrant of the Airport, unless the Authority approves otherwise in advance and in writing. All work, whether interior or exterior, ordinary, extraordinary, or structural, must be performed in a good and workmanlike manner, in material compliance with plans and specifications approved by the Authority, and in compliance with Section 5.4 below and with Lee County Port Authority "Leasehold Development Standards and Procedures," adopted by the Authority on March 12, 2001, as amended September 10, 2009 (a copy of which has been provided to Lessee), and as may be further amended or replaced from time to time ("Leasehold Development Standards"), except as may be expressly provided to the contrary herein, and in compliance with all other applicable governmental rules or regulations.

Section 5.3 Cost of improvements. Lessee will bear the sole cost and expense of all improvements on the premises, including, without limitation, design, permitting, materials, construction, insurance, and maintenance, and of any necessary extension of utilities to the site (as provided in Article 6 below).

Section 5.4 Design approvals; construction bonds; insurance. Prior to commencing construction of the hangar

building or any other construction work (not limited to site preparation, initial construction, improvements, alterations, and repairs), Lessee shall:

- (a) submit to the Authority for the Authority's approval, not later than twelve (12) months after the date of this lease, complete plans and specifications for the proposed work, utilizing the procedures set out in the Authority's Leasehold Development Standards referenced above;
- (b) provide a safety and maintenance of traffic plan that describes what measures will be taken during construction to ensure that no damage to existing airport facilities (taxilanes, roadways, utilities, etc.) will occur;
- (c) obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (d) provide the Authority with proof of insurance of the types and in the amounts set forth below;
- (e) execute, deliver to the Authority, and record in the public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes, section 255.05(1)(a), and are satisfactory to the Authority (or an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625 Florida Statutes and satisfactory to the Authority, which complies with the requirements of Section 255.05(7) Florida Statutes) in at least the full amount of the contract price (as verified by an engineer's cost estimate or other form of estimate of the actual cost which is acceptable to the Authority) for completing the work; and
- (f) obtain from Authority written approval of the design plans and specifications, and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority.

Section 5.5 Options to terminate. Notwithstanding any other provisions of this lease that may appear to the contrary, if Lessee fails to obtain all necessary permits for construction and actually commence construction of the required hangar

building (described in Section 5.2 above), within eighteen (18) months after the date of this lease, or, if Lessee fails to complete the Minimum Required Improvements within three (3) years of the date of this lease, then the Authority may, at its sole option, terminate this lease. The Authority may extend said time period in writing, but will be under no obligation to do so. If Authority's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money or security deposited hereunder shall be returned to Lessee (provided Lessee is then current on any rent obligations) and no additional liability will accrue from either party to the other. If Authority fails to approve Lessee's proposed plans for construction of the required hangar building (described in Section 5.2 above) within 60 days of Lessee's submittal of proposed plans to the Authority, then Lessee may, at its sole option, terminate this lease. If Lessee's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money (except for such rents and fees as may already have accrued) or security deposit hereunder shall be returned to Lessee (provided Lessee is then current on any financial obligations) and no additional liability will accrue from either party to the other.

Section 5.6 Environmental mitigation to be off-airport.

Lessee shall locate any environmental mitigation required by governmental authorities for permitting or construction of Lessee's improvements off-airport and at Lessee's expense.

Section 5.7 Stormwater Facilities. Lessee may locate stormwater detention or retention facilities on the leased

premises, subject to the other provisions of this lease, and provided that they are designed in conformance with FAA Advisory Circular 150/5200-33, "Hazardous Wildlife Attractants on or Near Airports."

Section 5.8 Maintenance and repairs of the premises.

Lessee must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises.

Lessee shall perform any re-sealing, repaving, or other maintenance, repair, or rehabilitation needed to keep the apron and ramp areas inside the leased premises in a condition at least as good as the adjoining apron or ramp areas outside the leased premises during the term of this lease, so as to turn over any apron or ramp to the Authority, at the end of the lease term, properly maintained and in good condition.

Section 5.9 Ownership of improvements. The hangar building and any and all other improvements made within the leased premises by Lessee which have assumed the nature of realty will become the property of the Authority on termination or expiration of this lease (and any extensions thereof), without compensation to Lessee, free of all liens and claims. During the term of this lease, Lessee shall be deemed to own, for tax, depreciation, and all other purposes, the hangar and other improvements that are constructed on the leased premises.

Lessee will have the right prior to termination or

expiration of this agreement to remove any furnishings, trade fixtures, equipment, and improvements that have not assumed the nature of realty, provided that Lessee is not then in default hereunder and that Lessee repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this lease will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Section 5.10 Signs. Lessee's use or installation or operation of signs shall be subject to the approval of the Authority at its sole discretion as to the number, size, height, location, color, and general type and design. Signs shall not be placed outside the boundaries of the leased premises.

ARTICLE 6

UTILITIES

Lessee must extend to the premises and install thereon, at its own expense, any required utilities, and utility meters, not already in place. Lessee must pay for all gas, electric, water, telephone, cable television or internet service, sewage, solid waste removal, and any other utilities consumed within the leased premises.

Lessee agrees not to disturb, damage, or interfere with, in any way, any existing utility lines or F.A.A. cables, and agrees not to pave over, or otherwise impair or impede the Authority's or F.A.A.'s access to any utilities or F.A.A. cables, except as may be approved in advance and in writing by the Authority.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease, or any interest therein, and any such attempted assignment shall be voidable by the Authority, unless Lessee first obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Lessee will provide Authority with a copy of any proposed assignment. Any change in the ownership or control of Lessee by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section.

Lessee will not sublet all or any part of the premises, or allow any part of the premises to be used or occupied by any third party, and any such attempted sublet or transfer of rights shall be void, unless Lessee first obtains written consent of the Authority's Board of Port Commissioners, which may be withheld or granted in the Authority's sole discretion.

Lessee will remain liable for the performance of this lease regardless of any assignment, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

ARTICLE 8

SECURITY DEPOSIT/PERFORMANCE GUARANTY

Lessee will, within thirty (30) days of the date of this lease, deliver to the Authority the amount of \$32,000.00, to be paid by certified check or cashier's check, to be held by Authority during the term of this lease as a security deposit for faithful performance by Lessee of Lessee's obligations to Authority (whether under this lease or otherwise). If Lessee defaults on any duty under this lease, Authority may apply the

security deposit to the damages sustained. If Lessee faithfully performs the obligations of this lease and timely vacates the premises and removes its equipment upon expiration, Authority will repay the security deposit, without interest, within 45 days after such expiration and timely vacation of the premises and removal from the Airport.

In lieu of a cash security deposit, Lessee may deliver to Authority an irrevocable letter of credit, issued and drawn on an American bank or trust company in form and content acceptable to Authority, with partial drawings permitted, in the sum stated above. Said letter of credit shall automatically renew each year until the expiration of this lease and Lessee's vacation of the premises. If such letter of credit is not renewed, Lessee shall deliver a replacement letter of credit to the Authority at least 30 days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle Authority to present the existing letter of credit for payment.

All documents provided to the Authority pursuant to this Article 8 shall be sent to: Lee County Port Authority, Attention: Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, or such other address as the Authority may provide to Lessee in writing.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction in accordance with the time frames set forth in this lease.

Section 9.2 Compliance with Airport's Minimum Standards.

Lessee agrees to comply with all requirements of the "Minimum Standards for Aeronautical Activities for Page Field General Aviation Airport" as adopted by the Authority on May 12, 2003 (the "Minimum Standards"), a copy of which has been provided to Lessee, including but not limited to any applicable requirements pertaining to services provided, hours of operation, personnel, owned or leased aircraft, equipment, and evidence of required FAA certificate(s), except to the extent the Authority reduces or eliminates such requirements subsequent to the date of this lease. The facilities hereby leased shall be deemed to satisfy the facilities requirements set forth in items "A" through "D" of Sections 3 (On Demand Aircraft Charter Services") and 4 ("Aircraft Flight Training Services"), respectively, of Part III ("Minimum Standards for Specialized Aviation Service Operators") of said Minimum Standards.

Section 9.3 Fueling of aircraft. Lessee will self-fuel its own aircraft, using its own employees and equipment, either on the leased premises or in those areas designated by the Authority from time to time for self-fueling operations.

Section 9.4 Premises. Lessee's premises will be maintained in a first class manner with regard to safety and cleanliness and Lessee will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents and vermin. Lessee will store any hazardous materials in accordance with all applicable laws.

Section 9.5 Noise. Lessee agrees not to create noise that is inconsistent with the noise created by other users of the

Airport and constituting a nuisance for any residential areas near the Airport. The Authority reserves the right to enact regulations or otherwise set maximum allowable decibel levels (for all users of the Airport) and other parameters governing noise generated by users of the Airport including Lessee, and to require all engine run-ups to be done within specified times of the day and within an Authority-approved noise muffling device (or "hush house") designed specifically for the intended use, and Lessee agrees to abide by any such regulations or parameters.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

- (a) view and inspect the premises, during Lessee's regular business hours with at least 48 hours advance notice;
- (b) view and inspect the premises or make repairs at any time in case of emergency;
- (c) show the premises to prospective tenants during the last year of the lease term with at least 48 hours advance notice;
- (d) perform any and all things which Lessee is obligated to do under this lease and has failed to do after thirty (30) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

ARTICLE 11

COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, subcontractors, and any other person over which Lessee has the right to control) shall comply at all times with

all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09, as amended) as may be further amended or superseded, and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNITY, AND HOLD HARMLESS

Neither the Authority nor Lee County will be liable to the Lessee for, and Lessee agrees to defend, release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (other than damages for Authority's breach of this lease), to any person or property in connection with Lessee's use of the leased premises or the Airport, except to the extent caused by negligent acts of the Authority or Lee County, or their agents or servants, or by a breach of the obligations of the Authority under this lease.

ARTICLE 13

INSURANCE

Lessee must procure and maintain during the lease term, at its own expense, for the protection of the Authority and Lessee, in form satisfactory to the Authority, with one or more insurers qualified to do business in Florida:

- (1) Commercial general liability insurance (including premises, products and completed operations, and contractual liability) with a minimum combined single limit of \$5,000,000.00.
- (2) Aircraft liability and hull physical damage insurance

covering all aircraft owned, leased, or operated by Lessee, naming the Authority as an additional insured, with combined single limits of not less than \$5,000,000.00.

As to non-owned aircraft, in lieu of Lessee having its own policy, the aircraft liability insurance requirement may be satisfied by having the Authority, the Lessee, and Lessee's pilot, named as additional insureds on a policy issued to the aircraft's owner, with limits of not less than those stated above.

- (3) Business automobile liability insurance (covering all owned, hired, and non-owned autos operated on the Airport) with a minimum combined single limit of \$1,000,000.00.
- (4) Property insurance for all risks of physical loss or damage to the leased premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent any party from being a co-insurer on any part of the risk, but the amount must be not less than the full replacement value.
- (5) Workers' compensation insurance in the amounts, if any, required by state law;
- (6) Employer's liability insurance, with limits of at least \$1,000,000 each accident, \$1,000,000 for disease (each employee), and a \$1,000,000 policy limit for disease;
- (7) If requested of Lessee by the Authority, builder's risk insurance in an amount covering the contract price for any work to be performed by Lessee, on an "all risk" form.

The Authority must be named as additional insured in all policies of insurance except Lessee's builder's risk insurance. Lessee will provide the Authority with original certificates of insurance evidencing all insurance required, including renewal policies. Upon request by the Authority, Lessee will furnish the Authority, for any or all of the required policies, with a copy of the Declarations and Endorsements Page, or a complete copy the policy, including all amendatory endorsements thereof. Each such policy or certificate shall contain a valid provision or

endorsement that "This policy will not be canceled or materially changed or altered without first giving advance written notice to the Authority."

Lessee hereby grants to Authority a waiver of any right to subrogation which any insurer of Lessee may acquire against Authority by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Authority has received a waiver of subrogation endorsement from the insurer.

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of this lease if:

- (1) Lessee fails to pay rent or make any other payment required hereunder within ten (10) days after payment is due;
- (2) Lessee, after fifteen (15) days' notice to cure from the Authority, neglects or fails to perform and observe any promise, covenant or condition set forth in this lease after receipt of written notice of breach from the Authority;
- (3) Lessee becomes, without prior written notice to Authority, a successor or merged corporation in a merger, or a constituent corporation in a consolidation;
- (4) Lessee becomes a corporation in dissolution for a period exceeding 6 months;
- (5) Lessee fails to commence and continue an allowed commercial aeronautical activity from the leased premises as required by Section 9.1, without prior written consent of Authority.

Section 14.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver

is expressed in writing and signed by the Authority.

Section 14.3 Authority's remedies. In the event of default by Lessee, in addition to all other remedies provided herein or now or hereafter provided by law, Authority will have the cumulative rights to terminate this lease, and to accelerate the maturity of all rent due and to become due during the remainder of the term (on a present value basis, using a future discount rate of 7%), by giving at least thirty (30) days written notice to Lessee, if Lessee is in default of this lease as set forth in Section 14.1 above, and such default is not cured to the Authority's reasonable satisfaction:

- (a) within thirty (30) days after the Authority gives Lessee notice of the default, or,
- (b) if any such default (other than the payment of rent or money) is not curable within thirty (30) days, Lessee fails to demonstrate to the Authority within said thirty (30) day period that it has commenced curing the default, or Lessee fails to diligently pursue the cure of such default to completion.

ARTICLE 15

CASUALTY

Section 15.1 Notice to Authority. If the premises or any improvement thereon, such as the hangar building, is damaged or destroyed by fire, hurricane, tornado, or any other casualty, Lessee shall promptly give written notice to Authority of the date and nature of such damage.

Section 15.2 Minor damage. If the premises or any improvement thereon (including but not limited to the hangar building) is damaged, and:

- (a) such damage occurs by fire, hurricane, tornado, or other casualty of a type which Lessee is required to have coverage for, or does have coverage for under any

insurance policy carried by Lessee; and

(b) the improvement is damaged in the amount of not more than 10% of the replacement value of the building, as determined by the Authority's independent engineer;

then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild such improvement, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans).

Section 15.3 Major damage. If, after issuance of a certificate of occupancy, the hangar building is damaged by casualty, in the amount of more than 10 percent of the replacement value of the building as determined by the Authority's independent engineer, then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within 6 months of the date of said casualty, in which case any insurance proceeds will be prorated between Lessee and Authority, with the Authority's share being equal to the proportion of the lease term (including any options already exercised) which has already passed. If Lessee does not so exercise this option to terminate, then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild the hangar building, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to

the Authority's review and approval of plans).

Section 15.4 Abatement of rents and other payments. If, after issuance of a certificate of occupancy, Lessee's use of the premises is stopped due to casualty to the hangar building, Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said casualty, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the premises for occupancy (whichever occurs first), but in any event not to exceed a period of one year. Notwithstanding the preceding sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which have accrued, prorated as of the date Lessee has so terminated and surrendered the premises to the Authority.

ARTICLE 16

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments (including but not necessarily limited to solid waste assessments), and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS

As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws.

"Environmental Law" shall include any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, materials or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the Handling (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

"Handling" shall include use, treatment, storage, manufacture, processing, distribution, transport, placement, discharge, generation, production or disposal.

ARTICLE 18

STORM WATER COMPLIANCE

Section 18.1 Acknowledgments.

- (a) Notwithstanding any other provisions of this lease, Lessee acknowledges that the Airport is subject to federal storm water regulations (40 CFR Part 122) and state storm water regulations (Chapter 373, Part IV, and Chapter 403, Florida Statutes).
- (b) Authority has obtained a storm water discharge permit for the Airport from the Florida D.E.P. (Multi-Sector Generic Permit #FLR05A513). Lessee will observe and comply with, and agrees not to cause any violation of, the

Authority's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs), and any Multi-Sector Generic Permit that has been, or in the future is, issued for the Airport by the Florida Department of Environmental Protection. The Authority's permit does not cover Lessee or Lessee's activities. If Lessee desires to perform any vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, or deicing/anti-icing operations), or to perform any construction work impacting one acre or more, then Lessee will first obtain its own permit from the Florida D.E.P.

(c) Notwithstanding any other provision or terms of this Lease, Authority and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that the Authority may require Lessee to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

For purposes of this Article, the following definitions apply:

"Storm water" - Storm water runoff and surface water runoff and drainage.

"Significant materials" - Includes, but is not limited to - raw materials; fuels; materials such as solvents, detergents and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices (BMP)" - Practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

Section 18.2 Permit compliance.

(a) In the event that, due to Lessee's use or occupancy of the leased premises, Lessee's assistance is required in keeping the Airport compliant with the Authority's storm water discharge permit, Lessee will be obligated to perform such tasks as notified by the Authority from time to time, which may include, but not necessarily be limited

to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of good housekeeping measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include any applicable deadlines.

(b) Lessee agrees to timely undertake, at its sole expense unless otherwise agreed to in writing between Authority and Lessee, those storm water discharge permit requirements for which it has received written notice from the Authority. Lessee acknowledges that time is of the essence.

(c) Authority agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

(d) Authority will give Lessee written notice of any violation by Lessee of the Authority's storm water discharge permit or the provisions of this section. Such a violation, if not cured or Lessee has not commenced and be continuing with such cure within thirty (30) days of such written notice, will be considered a material breach of this lease. Lessee will promptly cure any such violation regardless of whether this lease has been terminated or has expired.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by a nationally-recognized overnight courier service, or by certified or registered mail, postage prepaid, to:

Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address set forth on page 1, or at the Lessee's registered agent's address which is then on file with the Florida Secretary of State, Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 20.2 Captions. The captions within this lease are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20.3 Incorporation of exhibits. All exhibits referred to in this lease are intended to be and hereby are specifically made a part of this lease.

Section 20.4 Time. Time is of the essence in the performance of this lease.

Section 20.5 Governing law and venue. This lease shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 20.6 Attorneys' fees. Should any action or

proceeding be commenced to enforce any of the provisions of this lease or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 20.7 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 20.8 Administration of lease. Whenever in this agreement, Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Lessee shall deal with Authority's authorized representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director or his designee.

Section 20.9 Airport development. Authority reserves the right to further develop, change or improve the Airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires, but if such development or change to the Airport materially and adversely effects Lessee's rights under this lease, or renders Lessee's use of the leased premises impossible, or if the Airport totally closes to all aeronautical traffic for a period in excess of ninety (90) days, Lessee may terminate this

lease by advance written notice to Authority.

Section 20.10 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 20.11 Lessee's noninterference with aircraft. Lessee and its successors, assigns and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Lessee.

Section 20.12 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or Lessee's use or occupation of the premises.

ARTICLE 21

FAA CLAUSES

Section 21.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or

changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this lease as may be reasonably required.

Section 21.2 Airport protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee agrees for itself, its successors and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

Section 21.3 Subordination. This lease is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition

precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, provided however that such agreement does not materially and adversely interfere with Lessee's rights under this lease.

Section 21.4 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this lease are non-exclusive and the Authority reserves the right to grant the same or similar privileges to another lessee or other lessees on parts of the Airport other than the Leased Premises.

Section 21.5 Nondiscrimination. Lessee for itself, its successors in interest, its agents, employees, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the leased premises;
- (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of or be otherwise subjected to discrimination; and
- (c) Lessee shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 or as said regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the

lease and to re-enter as if said lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 22

CIVIL RIGHTS AND TITLE VI

Section 22.1 General Civil Rights Provisions. Lessee 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 benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 22.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of

equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port 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 Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port 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 Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 22.3 *Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.*

- A. Lessee, 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, as a covenant running with the

land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 22.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. Lessee, 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, 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 Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 22.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 23

QUIET ENJOYMENT

Lessee, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this lease on Lessee's part to be kept, shall quietly have, hold and enjoy the leased premises during the term, without any interruption or disturbance from the Authority, or anyone claiming by, through or under the Authority.

ARTICLE 24

ENTIRE AGREEMENT

This lease sets out the entire agreement between the parties for the described premises. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the

date first above written.

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport Professionals
Holdings, Inc., a Florida
corporation, its member

By: [Signature]
Print Name: Derrick S. Dennis
Title: President
Date: 01-03-19

WITNESSED BY:

[Signature]
Witness

Justin Dennis
Print Name
Date: 1/3/19

Witness

Print Name
Date: _____

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Date: _____

Approved As To Form for the
Reliance of the Lee County Port
Authority only:

By: _____
Port Authority Attorney

Date: _____



Exhibit A



ATP



Lease Summary

Tenant: FMY Holdings, LLC
1555 The Greens Way
Jacksonville Beach, FL 32250

Leased Premises: 3 offices (rooms 208, 209, and 210), containing a total of approximately 1,183 square feet, on the second floor of Base Ops

Allowed Use(s): office space to support the tenant’s temporary flight school operations while its hangar and other improvements are under construction pursuant to the Land Lease

Term of Lease: initial term will when Lessee successfully obtains all governmental permits required to construct the “Minimum Required Improvements” specified in Section 5.2 of the “Land Lease”, and will continue on a month-to-month basis until the earlier of: (a) termination, effective at the end of any calendar month, by either party giving the other party at least thirty (30) days prior written notice thereof; or (b) the end of the calendar month in which the Land Lease is terminated.

Rents and Fees: \$4,436.25 per month

Insurance Requirements: Lessee must keep in force insurance required by its Land Lease for Construction and Operation of a Flight School at Page Field

Note: *This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.*

LEASE OF OFFICE SPACE
AT
PAGE FIELD AIRPORT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **FMY HOLDINGS, LLC**, a Florida limited liability company (herein referred to as "Lessee"), with offices at 1555 The Greens Way, Jacksonville Beach, FL 32250.

Background

The Authority operates Page Field, located in Lee County, Florida (the "Airport"). In conjunction with Lessee's plan to construct and operate a flight school at the Airport pursuant to a separate agreement between the Lessee and Authority of even date, entitled "Land Lease for Construction and Operation of a Flight School at Page Field" (herein the "Land Lease"), Lessee desires to lease certain office space at the Airport's "Base Ops" building for Lessee's temporary business operations while its flight school is under construction. The Authority is willing to lease such space to Lessee upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby mutually agree as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained in this contract, the Authority hereby leases to Lessee the following described real property (herein the "leased premises" or the "premises") located at the Airport:

Three offices, containing a total of approximately 1,183 square feet, located on the second floor of the general aviation terminal building known as "Base Ops"

located at 5200 Captain Channing Page Drive, Fort Myers, Florida, 33907, designated as room #s 208, 209, and 210, and shown as "Leased Premises" on Exhibit A attached hereto.

ARTICLE 2

TERM

The initial term of this lease will commence on the date Lessee successfully obtains all governmental permits required to construct the "Minimum Required Improvements" specified in Section 5.2 of the "Land Lease." This lease will continue thereafter on a month-to-month basis, until the earlier of: (a) one of the parties terminates this lease, effective at the end of any calendar month, by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of that calendar month; or (b) the end of the calendar month in which the Land Lease is terminated.

ARTICLE 3

USE OF LEASED PREMISES

The Lessee shall use the leased premises solely to support its temporary flight school operations while its hangar and other improvements are under construction pursuant to the Land Lease, and for no other use.

Lessee agrees to refrain from and prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful or offensive use of the premises. Lessee will not allow smoking in the premises.

ARTICLE 4

RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent

of \$4,436.25.

The rent, plus Florida state sales tax if applicable, will be payable in advance on or before the first day of the month for which the rent is due, without demand, setoff, or deduction, to: Finance Department, Lee County Port Authority, 5200 Captain Channing Page Drive, Fort Myers, Florida, 33907, or such other place as the Authority may direct in writing. The rent for any fractional part of the first or last month shall be prorated. The Authority intends to send monthly invoices to Lessee as a courtesy, but such invoices will not affect the due date of any payment.

ARTICLE 5

UTILITIES AND RELATED SERVICES

Lessee may use, free of charge, the Authority's electricity, air conditioning, and water, in reasonable amounts, which may be available at the premises via existing wiring, fixtures, ducts, and plumbing. Lessee will pay for, and bear the cost of, all other utility and other services to the premises, including but not limited to: (1) telephone, cable TV, and internet service; (2) all cable, wiring, fixtures, ducts, or plumbing that Lessee desires to add; (3) janitorial services; and (4) trash removal and disposal.

ARTICLE 6

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease in whole or in part, or sublet all or any part of the premises, or permit the use of the whole or any part of the premises by any licensee or Lessee, or encumber this lease, and any such attempted transfer will be void, unless the Authority's Board of Port Commissioners gives written consent, which may be withheld for any reason or no reason.

ARTICLE 7

CONDITION OF PREMISES; LESSEE'S IMPROVEMENTS; MAINTENANCE AND REPAIRS

Section 7.1 Initial condition. Authority will deliver the premises to Lessee and Lessee will accept the premises in "as is" condition. Authority shall not be responsible or liable at any time for any defects, latent or otherwise, in the terminal building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor shall Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage, or blackouts, brownouts, or any other interruption of any utility service, in any part of the Premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the building or improvements therein.

Section 7.2 Lessee's Improvements. Prior to commencing any construction work, Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain a "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

All materials, equipment, and fixtures installed by Lessee shall be new. All work by Lessee, whether ordinary, extraordinary, or structural, must be performed in full compliance with the plans and specifications approved by the Authority, and in compliance with all applicable laws, including the Americans with Disabilities Act (ADA).

All fixtures, installations, and improvements made by Lessee will become the property of

Authority upon termination of this lease, without compensation to Lessee, unless Lessee removes such items prior to the end of the term and restores the premises to the condition they were in at the beginning of the term.

Section 7.3 Maintenance and repairs. Lessee must keep the premises in clean and orderly condition and in a good state of repair at all times, and on termination of this lease, Lessee must deliver the premises to Authority in the same condition they were in at the beginning of the term, normal wear and tear excepted.

Section 7.4 Hours of operation. Lessee may access the building only during the building's normal operating hours of 7:00 a.m. to 11:00 p.m. Access outside of those hours may be made available to Lessee, if deemed practicable by the Authority, upon Lessee's advance request to, and coordination with, the Authority's Director of General Aviation.

ARTICLE 8

RIGHT OF ENTRY

Authority or Authority's agents or employees will have the right to enter the leased premises to inspect the premises at all reasonable times, or at any time in case of emergency, to inspect, make repairs, provide custodial or other maintenance service, or to exhibit the premises to prospective tenants.

ARTICLE 9

COMPLIANCE WITH LAWS

Lessee shall comply with all present and future laws applicable to its use of the premises and the Airport.

ARTICLE 10

INDEMNITY AND HOLD HARMLESS; INSURANCE

During the term of this lease, Lessee will keep in force all insurance coverages of the applicable types, and in the amounts set forth in any other agreement Lessee may have with the Authority.

Lessee agrees to release, indemnify, and hold harmless, the Authority and Lee County

(and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including but not limited to fines or penalties imposed by the TSA, FAA, or any other governmental agency as a result of a failure to comply with any statute, ordinance, rule, regulation, or other requirement, including but not limited to breaches of the Airport's security), to any person or property in connection with the use of the Airport by Lessee, its agents, and employees, in conducting operations under this lease, except to the extent that such injury, loss, fine, or penalty is caused by the negligence or wilful misconduct of the Authority or Lee County, its Commissioners, officers, employees, agents, or contractors).

Lessee shall, at its own cost and expense, purchase and maintain, throughout the term of this agreement, insurance coverages in the following amounts (unless higher coverage limits are required under a separate agreement), subject to the Authority's right to modify said amounts as set forth below:

- (a) Commercial general liability insurance covering all of Lessee's operations at the Airport (whether using owned or non-owned aircraft), including but not limited to premises, products and completed operations, and contractual liability, with a minimum combined single limit of five million dollars (\$5,000,000.00), naming the Lee County Port Authority as an additional insured.
- (b) Workers' compensation insurance in the amounts, if any, required by the laws of Florida. This policy must include a waiver of subrogation, in favor of the Authority.

The Lessee's commercial general liability insurance will be primary and include a waiver of subrogation in favor of the Authority. Lessee will furnish a certificate or certificates of insurance to the Authority evidencing all such coverage, and providing that the policy or policies will not be canceled nor the limits thereunder reduced without first providing advance written notice thereof to Authority. Insurance requirements will be reviewed and may be modified by the Authority's Executive Director (or his or her designee), as history, experience, industry practice and prudent risk management indicate to be necessary to protect the Authority and the public interest, by providing at least thirty (30) days written notice to Lessee.

ARTICLE 11
LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

Lessee shall have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings shall operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee shall pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 12

FAA CLAUSES

Section 12.1 Nondiscrimination.

A. Lessee shall not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against any person, on the grounds of race, color, creed, national origin, political ideas, sex, age, or physical or mental handicap, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These

requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

Section 12.2 Airport Protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees for itself, its successors, and assigns, to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

Section 12.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

Section 12.4 Subordination. In the event that the FAA or its successor shall require any amendments, modifications, or changes in this agreement as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may be reasonably required for the Authority to obtain such funds.

ARTICLE 13

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and will quit and voluntarily deliver up possession of the leased premises at the end of the term in good condition, excepting only ordinary wear and tear.

ARTICLE 14

QUIET ENJOYMENT

As long as Lessee faithfully performs the covenants that are Lessee's obligations under this lease, the Authority will assure Lessee's quiet and peaceable possession of the premises.

ARTICLE 15

GENERAL PROVISIONS

Section 15.1 Notices. Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or UPS, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 15.2 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 15.3 Time. Time is of the essence in the performance of this agreement.

Section 15.4 Captions. The headings of the several articles of this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this agreement and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Section 15.5 Governing law and venue. This agreement shall become valid when

executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida.

Section 15.6 Entire agreement. This contract sets out the entire agreement between the parties with regard to the leased premises described herein. However, this contract is independent from and is not intended to affect any other contract or contracts that may be presently in force between Lessee and the Lee County Port Authority and/or Lee County. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport Professionals
Holdings, Inc., a Florida
corporation, its member

By: [Signature]
Print Name: Derrick S. Dennis
Title: President
Date: 01-07-19

WITNESSED BY:

[Signature]
Witness
[Signature]
Print Name
Date: 1/7/19

Witness

Print Name
Date: _____

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Date: _____

Approved As To Form for the
Reliance of the Lee County Port
Authority only:

By: _____
Port Authority Attorney
Date: _____

Page Field Floor 2

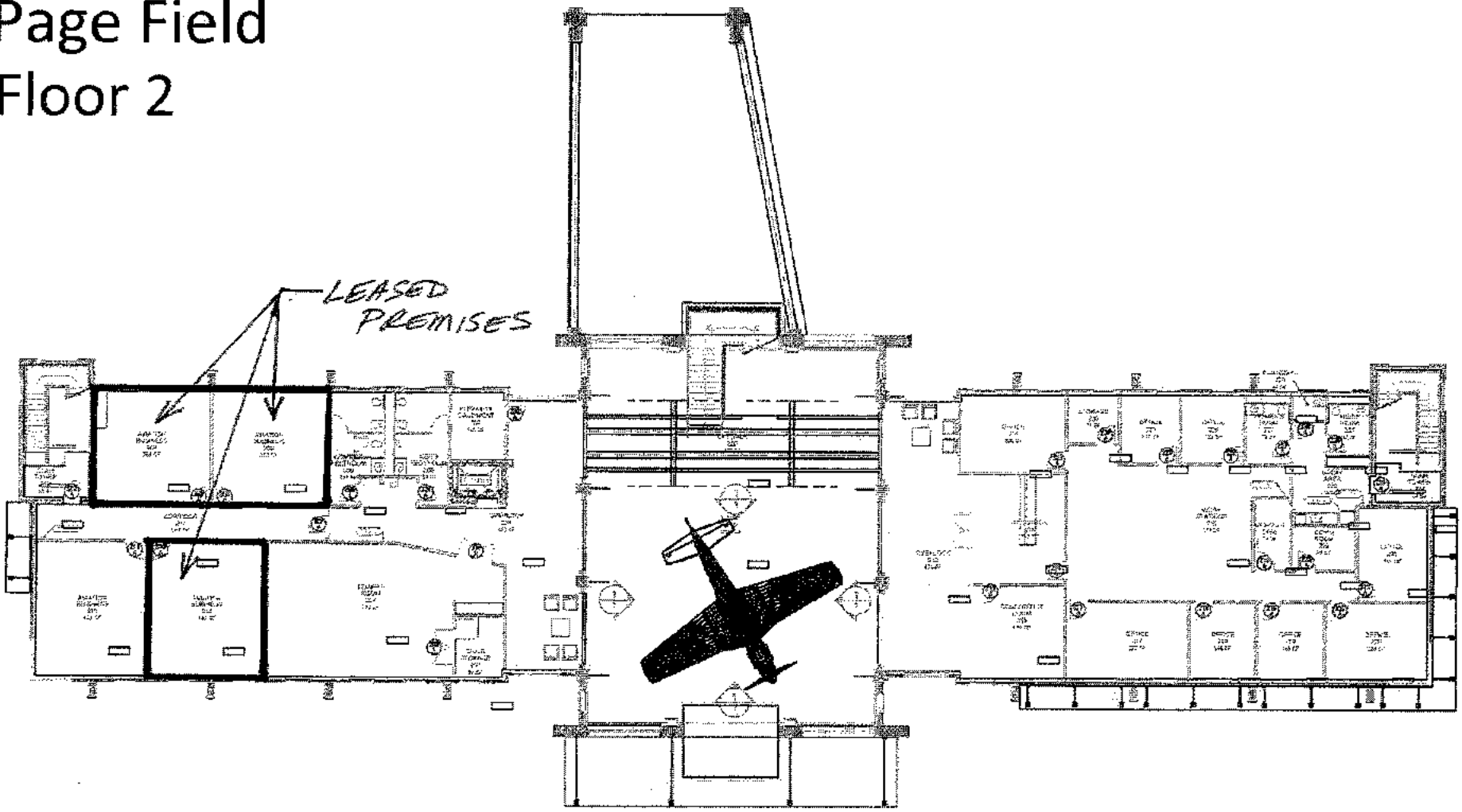


EXHIBIT A BASE OPS

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Ground Lease of Skyplex Parcel at Southwest Florida International Airport" to NeoGenomics Laboratories, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: 30 years, plus four 5-year extension options</p> <p>4. WHAT ACTION ACCOMPLISHES: leases a parcel of land in the Skyplex area for development of office and laboratory space</p> | <p>5. CATEGORY: 3.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/19/2019</p> <p>7. BoPC MEETING DATE: 3/7/2019</p> |
|---|---|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

NeoGenomics Laboratories, Inc. ("NeoGenomics") is a subsidiary of NeoGenomics, Inc., which is headquartered in Fort Myers and operates a network of laboratories across the U.S., providing cancer diagnostic testing and pharmaceutical services. In order to expand its Fort Myers operations, NeoGenomics proposes to lease an 8 acre parcel of land in Southwest Florida International Airport's "Skyplex" area, to build approximately 100,000 square feet of office and laboratory space.

The proposed ground lease will cover an area at the southeast corner of Daniels Parkway and Chamberlin Parkway. NeoGenomics will lease the land from the Authority "as is," and will be responsible for all design, permitting, zoning amendments (if any), utilities, infrastructure, construction, maintenance, and operation of the development.

Other main points of the ground lease are as follows:

- (1) The initial lease term will commence on the first day of the calendar month immediately following the lease's approval by the Board of Port Commissioners, and will expire 30 years thereafter. The tenant will then have four options to extend the term by five years each, for a total potential term of up to 50 years.
- (2) The Rent Commencement Date will be the earlier of: (a) the date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises; (b) use of the premises (except for construction); or (c) March 1, 2021.
- (3) Beginning on the Rent Commencement Date, NeoGenomics will pay ground rent of \$7,260.00 per month (plus

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (4-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

sales tax). The ground rent will be increased at three year intervals, as set out in the lease.

(4) The premises may be used only for office and laboratory space.

(5) Development will be limited to a maximum floor area of 125,000 sf.

The development is expected to enhance the value of RSW's surrounding lands, and help diversify the airport's revenue base by increasing its non-aeronautical revenue.

Attachments:

1. Contract summary
2. Proposed ground lease

CONTRACT SUMMARY

Agreement: Ground Lease of Skyplex Parcel at Southwest Florida International Airport

Tenant: NeoGenomics Laboratories, Inc.

Leased Premises: 8.00 acres at the SE corner of Daniels Parkway and Chamberlin Parkway

Allowed Use(s): office and laboratory space

Term of Lease: The initial term of the lease will commence on the first day of the calendar month immediately following the effective date, and will expire thirty (30) years after the Rent Commencement Date (“RCD”). Lessee will have four (4) options to extend the term by five (5) years each.

Rents and Fees: Ground Rent, beginning on the RCD (no later than March 1, 2021), in the following amounts (plus sales tax):

<u>Period</u>	<u>Monthly Ground Rent</u>
RCD through commencement of Lease Year 1	\$7,260.00
Lease Years 1 through 3	\$7,260.00
Lease Years 4 through 6	\$7,933.19
Lease Years 7 through 9	\$8,668.82
Lease Years 10 through 12	\$9,472.65
Lease Years 13 through 15	\$10,351.02
Lease Years 16 through 18	\$11,310.84
Lease Years 19 through 21	\$12,359.66
Lease Years 22 through 24	\$13,505.73
Lease Years 25 through 27	\$14,758.08
Lease Years 28 through 30	\$16,126.55
Lease Years 31 through 33	\$17,621.92
Lease Years 34 through 36	\$19,255.95
Lease Years 37 through 39	\$21,041.50
Lease Years 40 through 42	\$22,992.61
Lease Years 43 through 45	\$25,124.65
Lease Years 46 through 48	\$27,454.38
Lease Years 49 and 50	\$30,000.14

Security/Perf. Guaranty: \$50,000.00 check or irrevocable letter of credit to be held until issuance of CO, then released; security to be re-posted 1 year prior to expiration of lease term.

Insurance Requirements: Commercial General Liability: \$5 million
Business Auto (if operating vehicles on premises): \$5 million
Property insurance: full replacement value
Workers' Compensation: in the amounts required by Florida law
Builders Risk (during construction)

Note: This Contract Summary is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this summary and the proposed contract, the contract (being more precise) will prevail.

GROUND LEASE
OF SKYPLEX PARCEL

AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS GROUND LEASE is made and entered into this 3rd day of December, 2018, by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **NEOGENOMICS LABORATORIES, INC.**, a Florida corporation with its principal office at 12701 Commonwealth Drive, Suite 9, Fort Myers, FL 33913 (herein referred to as "Lessee").

Background

Southwest Florida International Airport (the "Airport"), is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, Lee County has vested the Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges.

The parties have negotiated this lease agreement, whereby Authority leases to Lessee, and Lessee leases from Authority, a certain parcel of land at the Airport for Lessee's development, construction, and occupancy of office and laboratory space (the "Development").

The recitals as set forth above are true and correct and are incorporated into the terms of this lease agreement as if set out at length.

NOW THEREFORE, in consideration of the mutual promises

herein, the parties hereby agree as above and as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Leased premises. Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee:

a parcel of land (referred to herein as the "premises" or the "leased premises"), containing 8.00 acres, located within the Airport's boundaries, and at the southeast corner of Daniels Parkway and Chamberlin Parkway, in the County of Lee, State of Florida, as generally depicted as "LEASED PREMISES" on the drawing attached hereto as Exhibit A, and as may be more specifically described on Exhibit B attached hereto (said Exhibits A and B are incorporated herein);

together with the nonexclusive right to use, in common with the Authority and others, any public roads, walkways, and other public areas on the Airport for access to and from the premises; but SUBJECT TO (a) any state of facts which an accurate survey or physical inspection thereof might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all covenants, conditions, easements, reservations and other matters and defects of record.

Section 1.2 Survey. The parties hereto recognize that Exhibit "A" shows only an approximate depiction of the boundaries of the leased premises. Accordingly, no later than sixty (60) days after the Effective Date, Lessee shall obtain at its own cost (and provide a copy to the Authority) a precise boundary survey (the "Survey") and metes and bounds description of the leased premises, in accordance with said Exhibit "A" and Section

1.1 above, prepared by a registered professional surveyor and mapper (licensed in the State of Florida), and certified for the benefit of the Authority and Lessee. The Survey shall also set forth the total proposed square footage of the leased premises.

Authority shall have thirty (30) days from the date it receives the Survey and metes and bounds descriptions to determine whether they accurately reflect the boundaries of said parcel in accordance with this Lease. Upon the Authority's written approval of same (or the passage of thirty (30) days without objection by the Authority) and the filing of the Survey and metes and bounds descriptions with the Clerk of Courts, Minutes Department, the Survey and metes and bounds descriptions shall be deemed incorporated by reference into this Lease, and will be the controlling interpretation of the boundaries of the leased premises, and Exhibit "B" to this Lease shall then be deemed to be replaced by the final legal descriptions set out on the Authority-approved Survey.

ARTICLE 2

TERM

Section 2.1 Effective Date; Initial term. The "Effective Date" means the date the Lee County Board of County Commissioners, sitting as the Authority's Board of Port Commissioners, approves this lease. The "initial term" of this lease will commence on the first day of the calendar month immediately following the Effective Date, and, unless sooner terminated pursuant to the terms of this lease (including automatic expiration pursuant to Section 2.3 below), will continue until the day immediately preceding the date which is

thirty (30) years after the "Rent Commencement Date" defined in Section 4.3 below.

Section 2.2 Options to extend. Lessee shall have four (4) successive options to extend the term of this lease (provided that, at the time the option is exercised, the lease has not been terminated). Each of such options shall be for a period of five (5) years.

Each option may be exercised only if this lease is still in full force and effect and shall not have already expired or been terminated, and only if Lessee is not, on the date of exercise, then in default of this lease beyond any applicable cure period, and shall only be exercised, if at all, by giving the Authority written notice, in the manner set forth below, no earlier than three (3) years and no later than one (1) year prior to expiration of the term of the lease (as extended by any option or options already exercised), TIME BEING OF THE ESSENCE, of Lessee's intent to exercise the option. It is the intention of the parties to avoid forfeiture of Lessee's rights to extend the term under the options above through its inadvertent failure to notify the Authority of its election to exercise such option. Accordingly, unless already exercised by Lessee (or waived by Lessee in writing to the Authority), each of Lessee's options to extend the lease term under this Section shall continue until the Authority has provided thirty (30) days advance written notice to Lessee of the expiration of its option rights, which notice may be given no earlier than nine (9) months before the then-current lease term expires. If Authority has not provided such notice to Lessee and Lessee fails to either exercise the option or waive it

in writing to the Authority, then the option shall continue until Authority provides said thirty (30) day notice to Lessee and Lessee, within said thirty (30) days, either:

- (a) exercises the option;
- (b) waives the option in writing to the Authority, in which case the option, and any further options, will terminate; or
- (c) fails to exercise the option, in which case the option will expire.

If Lessee fails to validly and timely exercise any option to extend the term of this lease, then all subsequent options to extend the term shall terminate. Nothing in this Section shall be construed to delay any scheduled adjustment to or increase in rent or other payments to Authority. Further, nothing in this Section shall be construed to extend any optional extension period, or to extend this lease beyond the date it would otherwise expire assuming all options to extend had been exercised in a timely manner.

Section 2.3 Feasibility period; Lessee's option to terminate. Notwithstanding any contrary provision contained herein, Lessee shall have the period up until and including the date that is eighteen (18) months after the "Effective Date" as defined below (the "Feasibility Period") to perform such studies, tests and examinations of the Premises as Lessee may desire, at Lessee's own expense. The Authority shall reasonably cooperate with Lessee with respect to such tests and examinations. In the event Lessee is not satisfied with the results thereof, Lessee may, at its option, terminate this Lease, without penalty, by

giving written notice to Authority at any time prior to the expiration of the Feasibility Period. Notwithstanding anything herein to the contrary, if Lessee terminates this Lease pursuant to this Section 2.3, then the effective date of such termination shall be the date specified in Lessee's advance written notice to Authority, or, if no date is specified by Lessee, the date of Lessee's notice, and no further rights, obligations, or liabilities shall accrue hereunder after the effective date of such termination.

In the event the Authority's pending application for Land Development Code and Administrative Code Amendments (approved by the Local Planning Agency on November 5, 2018; herein referred to as the "LDC Amendments") do not received final approval by the Board of County Commissioners and become effective (herein "LDC Amendment Approval") by May 31, 2019, the Feasibility Period referenced above will be extended by one month for each full calendar month by which the LDC Amendment Approval is delayed beyond May 31, 2019, but in any event, and even if the LDC Amendment Approval has still not occurred, the Feasibility Period will not be extended beyond December 31, 2020.

ARTICLE 3

USE OF LEASED PREMISES

Section 3.1 Use of premises. Lessee shall have the right and obligation to use the leased premises for the construction and occupancy of one or more office buildings which may also contain laboratory space (the "Development").

Except as specifically allowed above, Lessee shall not use

or permit the use of the leased premises or any part thereof for any other purpose. Prohibited uses include, but are not limited to:

- (1) retail or industrial uses;
- (2) billboards or other outdoor advertising (excluding signage related to the identification of the project and the tenants on the leased premises which has been approved by Authority as provided in Section 5.10 below);
- (3) rental of individual parking spaces, or any other kind of commercial parking operations (however, with the Authority's written consent, which will not be unreasonably withheld, Lessee may lease areas within its parking lots to other tenants leasing land from the Authority for the development of office space); and
- (4) the presence, placement, or use, of "Mobile Minis" or any other trailers or modular units, whether for office, storage, or otherwise, except that construction trailers may be located on the premises while any building is actually under construction.

Lessee's use of the leased premises shall be in compliance with Lee County's Comprehensive Plan and all applicable zoning and land use codes and other laws.

Section 3.2 Type and quality of development. The Development to be developed by Lessee will be a high quality, aesthetically attractive, first-class development of office and laboratory space. It is the mutual intention of the parties to provide for a high quality development on the leased premises and surrounding airport lands, to foster the aesthetic and fiscal value of the leased premises and improvements thereon, as well as surrounding airport lands, without restricting the Authority's ability to develop the Airport for aviation uses.

Section 3.3 Non-interference with Airport. Lessee agrees to refrain from and prevent any use of the leased premises or the

Airport which would interfere with, disturb, or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard or a nuisance. Lessee shall make no unlawful, improper, or offensive use of the premises.

ARTICLE 4

RENT

Section 4.1 Ground Rent. Lessee agrees to pay the Authority, monthly, commencing on the Rent Commencement Date (as defined below), and for and during the remainder of the term of this lease, due in advance on or before the first day of each calendar month, together with applicable sales tax, "Ground Rent" which will be as follows:

<u>Period During Lease Term</u>	<u>Monthly Ground Rent</u>
Rent Commencement Date through commencement of Lease Year 1	\$7,260.00
Lease Years 1 through 3	\$7,260.00
Lease Years 4 through 6	\$7,933.19
Lease Years 7 through 9	\$8,668.82
Lease Years 10 through 12	\$9,472.65
Lease Years 13 through 15	\$10,351.02
Lease Years 16 through 18	\$11,310.84
Lease Years 19 through 21	\$12,359.66
Lease Years 22 through 24	\$13,505.73
Lease Years 25 through 27	\$14,758.08
Lease Years 28 through 30	\$16,126.55
Lease Years 31 through 33	\$17,621.92

Lease Years 34 through 36	\$19,255.95
Lease Years 37 through 39	\$21,041.50
Lease Years 40 through 42	\$22,992.61
Lease Years 43 through 45	\$25,124.65
Lease Years 46 through 48	\$27,454.38
Lease Years 49 and 50	\$30,000.14

"Lease Year" shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year will commence on the Rent Commencement Date, provided, however, that if the Rent Commencement Date occurs on a date other than the first day of a calendar month, then the first Lease Year will commence on the first day of the calendar month following the calendar month in which the Rent Commencement Date occurred. Each succeeding Lease Year will commence on the anniversary of the beginning of the immediately preceding Lease Year. The Ground Rent for any partial calendar month will be prorated. Nothing in this Section 4.1 shall be construed to alter the term of this lease as set forth in Article 2 above.

Section 4.2 Definition of Rent Commencement Date.

The "Rent Commencement Date" as used in this lease means the earlier of:

- (a) the date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises (other than temporary construction trailers); or
- (b) the date Lessee or any subtenant or invitee of Lessee commences using the leased premises (or any part) for any aspect of its business (other than construction of the improvements); or

(c) March 1, 2021;

whichever occurs first, as determined by the Authority. For the purposes of this agreement, the Rent Commencement Date will be set and conclusively determined by the date set out in Authority's written notice to Lessee, unless Lessee can show that none of the above prerequisites to the Rent Commencement Date have occurred.

Section 4.3 Time and place of payment. The Ground Rent shall be paid to the Authority monthly in advance, on or before the first day of each calendar month. All payments must be paid, together with applicable sales tax, without demand, setoff, or deduction, to:

Lee County Port Authority, Finance Department
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida, 33913

or such other place as the Authority may direct in writing.
Rents for any partial calendar month will be prorated.

Section 4.4 Interest. Any sums payable by Lessee to Authority that are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until the date paid.

Section 4.5 Triple net. This is a so-called "triple net" lease. All costs, taxes, utilities, and insurance costs shall be borne by the Lessee.

ARTICLE 5

CONSTRUCTION OF FACILITIES; MINIMUM REQUIRED IMPROVEMENTS

Section 5.1 Premises is leased "as is." Lessee agrees to

accept the leased premises strictly in "as is" condition, and no representation has been made to Lessee concerning the suitability of the premises for Lessee's purposes. Lessee will bear the sole cost and expense of all improvements on the premises, including, without limitation, design, permitting, materials, construction, insurance, utilities, maintenance, and repair.

Section 5.2 Lessee's construction of facilities; minimum required improvements; maximum permitted density. Lessee will, at Lessee's own cost and expense, perform all design, obtain all required permits, complete all site work, and construct, on the leased premises, the following "Minimum Required Improvements":

- (1) one office building containing a minimum of 30,000 square feet of floor area;
- (2) associated parking; and
- (3) all associated improvements required by the Lee County Land Development Code or any governmental entity, including, but not necessarily limited to, automobile parking, sidewalks, pedestrianways, lighting, utility lines, fire protection, stormwater detention, retention, and control systems, fencing, berms, landscaping, and roads and driveways for ingress, egress, and circulation.

Lessee may also make any other improvements, repairs, or alterations on the premises that may be reasonably necessary to utilize the premises for the allowed use.

Notwithstanding the above-stated minimum required improvements, Lessee's total development on the leased premises shall be limited to a maximum floor area of 125,000 square feet and a maximum of 700 parking spaces.

All work, whether interior or exterior, ordinary or

extraordinary, structural or non-structural, must be performed in a good and workmanlike manner, in full compliance with: (1) plans and specifications approved by the Authority; (2) the Authority's "Leasehold Development Standards and Procedures" adopted by the Authority on March 12, 2001, as may be amended or replaced from time to time ("Leasehold Development Standards"), except as may be expressly waived by the Authority; and (3) all governmental laws, rules or regulations (including but not limited to the Americans with Disabilities Act).

Section 5.3 Design approvals; construction bonds;

insurance. Lessee will not commence any construction work (including but not limited to mobilization, earth moving, initial construction, improvements, alterations, and repairs), until after it:

- (1) provides to the Authority any surveys required by Article 1 above;
- (2) submits to the Authority for the Authority's approval (which approval shall not be unreasonably withheld, conditioned, or delayed) complete plans and specifications for the proposed work, utilizing the procedures set out in the Authority's "Leasehold Development Standards";
- (3) obtains and pays for all permits and approvals required, and pays any applicable impact fees or other development fees;
- (4) provides the Authority with the required performance guarantee as set forth in Article 8 below, and evidence of insurance of the types and in the amounts set forth in Article 13 below;
- (5) executes, delivers to the Authority, and records in the public records of Lee County, separate payment and performance bonds, which comply with the requirements of Florida Statutes section 255.05(1)(a) if determined to be applicable by the Port Authority Attorney's

Office, and are reasonably satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and

- (6) obtains from Authority written approval of the above items (which approval shall not be unreasonably withheld, conditioned, or delayed) and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority. The Authority may require architectural, landscaping, or other elements that exceed the minimum requirements of Lee County.

In recognition of the time for performance obligations contained herein, Authority agrees to respond to any submittals, requests, approvals, and the like submitted to Authority by Lessee in as timely a manner as reasonably practicable.

Section 5.4 Environmental mitigation; open space; native vegetation. If Lessee is required to create or preserve wetlands as "environmental mitigation," Lessee shall locate such required environmental mitigation off-airport, at Lessee's own expense, and not on the leased premises or elsewhere on the Airport. All "open space" that is required by any development order allowing Lessee's development of, or construction on, the leased premises shall be provided by Lessee within the leased premises, including any required indigenous native vegetation and trees (as currently required by the AOPD and by Section 10-415(b) of the Land Development Code).

Section 5.5 As-built drawings. Within ninety (90) days of the completion of any construction work by Lessee, Lessee will supply the Authority with a CD ROM containing the as-built digital CAD drawings (Autocad version 2004 or later), and one (1)

set of reproducible (mylar or sepia) as-built drawings completed in NAD 83 State Plane Florida West, signed and sealed by an architect or engineer licensed in Florida, provided, however, that any minor work for which digital CAD drawings may not be practical may be supplied in alternative format acceptable to Authority. If the Lessee fails to provide said as-built drawings, the Authority may hire a registered architect or engineer to provide same and shall recover the cost of said work, plus a thirty percent (30%) overhead administrative fee, from the Lessee.

Section 5.6 Maintenance, repairs, and replacement.

Lessee must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, pest control, landscaping services, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises.

In the event that Lessee, through its construction work or otherwise, damages or destroys any improvement on the Airport (unless approved in advance in writing by the Authority), including but not limited to existing landscaping, grading, utilities, or pavement, Lessee must promptly repair such damage and restore, or, at the Authority's sole discretion, replace, the damaged improvement.

Section 5.7 Ownership of improvements; removal of tanks.

The building or buildings, and any and all other improvements made by Lessee which have assumed the nature of realty, will be owned by the Lessee during the term of this lease, and will become the property of the Authority on termination or expiration of this lease, without compensation to Lessee, and free of all liens and claims.

Lessee will have the right to remove any furnishings and improvements that have not assumed the nature of realty, provided same is done prior to termination or expiration of this agreement, Lessee is not then in default hereunder beyond any applicable cure period, and Lessee repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this agreement will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Notwithstanding the above, upon the termination or expiration of this lease, Lessee shall, at Lessee's expense, if and as requested by the Authority:

- (1) remove any or all underground storage tanks installed by Lessee, and restore the site; or
- (2) properly close any or all underground storage tanks installed by Lessee, in the manner provided by law.

Section 5.8 Advertising and signs. Lessee's use or installation or operation of signs shall be subject to the approval of the Authority in its reasonable discretion as to the number, size, height, location, color, and general type and design. Signs shall not be placed outside the boundaries of the

leased premises.

Section 5.9 Stormwater retention/detention. As provided in the Authority's "Leasehold Development Standards," all required stormwater retention and detention facilities must be located within the perimeter of the leased premises, except that Lessee may utilize an existing common-use stormwater retention system if the Authority is satisfied that there is one that serves the leasehold area and it has sufficient capacity (without enlargement) to accommodate the requirements of the leasehold. Any new stormwater detention or retention facilities must be designed in conformance with FAA Advisory Circular 150/5200-33A, "Hazardous Wildlife Attractants on or Near Airports."

Section 5.10 Access to and from premises. The Authority shall have final authority to determine Lessee's point or points of access to the site and final authority to review, and approve or reject, any plans proposed by Lessee for Lessee's construction of roadways, driveways, or the like, for ingress to and egress from the leased premises. If Lessee and Authority cannot reasonably agree upon the point or points of access to the leased premises, Lessee may terminate the lease, and Lessee will be refunded any prepaid rents and deposits (but will not be refunded or relieved of rents or other obligations already accrued), and each party will thereafter be relieved of all duties which would have subsequently accrued under this lease.

ARTICLE 6

UTILITIES

Lessee must extend to the leased premises, and install therein, at its own expense, any required utilities not already in place (including but not limited to water, sewer, and electricity), in such quantities as to properly service the leased premises and be in compliance with building code requirements, and pay for any and all impact fees and connection fees. Lessee must pay for all utilities consumed or produced within the leased premises, including but not limited to water, sewer, electricity, gas, telephone, television, Internet access, trash removal, grease removal, and hazardous waste removal.

Authority will use reasonable efforts to cause any existing water and sanitary sewer lines serving the leased premises and located on the Airport (but not within the boundaries of the leased premises) to be maintained and repaired as reasonably necessary. However, Authority will not be responsible or liable at any time for loss of life, injury, or damage to any person or property or business of Lessee or any subtenant or others claiming by, through, or under Lessee, caused by or resulting from any interruption of water, electricity, sanitary sewer, or any other utility service.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Section 7.1 Assignments. Lessee shall not assign this Lease, or the beneficial interest therein, in whole or in part, and any such attempted assignment shall be voidable by the Authority, unless the proposed assignee agrees to assume this Lease, and Lessee provides the Authority with a copy of the

proposed assignment and obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably or arbitrarily conditioned or withheld.

After the permitted assignment and assumption of this Lease, Lessee shall be released from further liability arising or accruing under the Lease from and after the effective date of the assignment, but Lessee will remain liable for those events which occurred, and liabilities which arose or accrued, prior to the effective date of the permitted assignment.

Any change in the controlling interest of Lessee, by transfer of capital stock, partnership interest, beneficial interest, or otherwise, will be deemed an assignment for purposes of this section. Notwithstanding anything to the contrary in the preceding sentence or elsewhere in this Lease, the Authority hereby expressly approves the following and no further consent shall be necessary for:

- (1) assignment of Lessee's interest in this Lease (or up to 100% of the equity interest in Lessee) to any entity (or person) having a net worth of at least \$100 million; or
- (2) the transfer or assignment of Lessee's interest in this Lease to a holder of a leasehold mortgage which is in compliance with Section 7.4 below, or otherwise, in either such holder's own name or through a nominee; or
- (3) the transfer or assignment of Lessee's interest in this Lease, acquired pursuant to item (2) above by a holder of a leasehold mortgage, to a third party purchaser, provided however that any subsequent transfers or assignments from such third party purchaser shall be subject to all of the requirements of this Section.

If Lessee requests Authority's consent to an assignment,

Lessee shall submit in writing to Authority, not less than ninety (90) days prior to the anticipated transfer:

- (a) the name, type of entity (e.g. corporation, LLC, partnership, individual), state of incorporation or organization, and address, of the proposed assignee or sublessee ("transferee");
- (b) a copy of the proposed agreement of assignment;
- (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, and as to the nature and character of its proposed use of the space;
- (d) banking, financial, or credit information relating to the proposed transferee reasonably sufficient to enable Authority to reasonably determine the financial responsibility and character of the proposed transferee.

In recognition of Lessee's obligations to provide the information set forth in the preceding sentence, Authority agrees to respond to any such request for consent to any assignment submitted to Authority by Lessee in as timely a manner as reasonably practicable in consideration of such consent requested and the normal meeting schedules of the Authority's Airports Special Management Committee and Board of Port Commissioners. In the event of any such request for consent being denied, Authority shall state with specificity the reason or reasons for denying such request.

Section 7.2 Subleases. Lessee may sublet the whole or any part or parts of the Leased Premises for any use permitted under this Lease. Authority agrees that it will, within sixty (60) days after written request of Lessee or a sublessee of Lessee, enter into a recordable "Recognition Agreement" (as

defined below) with any sublessee, provided that:

- (1) such sublessee's sublease is a "Recognition-Eligible Sublease" (as defined below);
- (2) Lessee gives Authority a copy of such sublease; and
- (3) sublessee will not be given credit by the Authority for any rents or deposits prepaid by the sublessee to the Lessee.

A "Recognition Agreement" shall mean an agreement between Authority and Lessee's subtenant whereby both parties agree that in the event of termination of this lease due to any uncured breach or default by Lessee while a sublease is still in full force and effect, Authority will not terminate the sublease or disturb the subtenant's possession of the subleased premises, but instead will continue such sublease in full force and effect and will recognize the subtenant as a direct tenant of the Authority under the terms and conditions of the sublease, and Lessee's subtenant will attorn to Authority and recognize Authority as the subtenant's direct landlord under the terms of such sublease.

A "**Recognition-Eligible Sublease**" means a sublease from the Lessee to a sublessee that is entered into in good faith and at arm's length, provided that:

- (1) the sublessee is not an affiliate, parent, subsidiary, or owner of the Lessee or sublessor;
- (2) the subleased space has already been constructed and has a certificate of occupancy, and configuration of the subleased premises is commercially reasonable, includes at least 10,000 square feet of office space floor area, and would not unreasonably interfere with or impair the marketability of any remaining premises;
- (3) the sublease was on commercially reasonable and fair market terms, and any "free rent" or abatement periods are commercially reasonable, but shall not exceed twelve (12) months in the aggregate (except that subrent may abate in a commercially reasonable manner based on a casualty loss or other contingencies

commonly addressed in space leases);

- (4) payments of fixed or base subrent are not scheduled to decrease during such sublease (but may abate as set forth in item (3) above);
- (5) the sublease allows the sublessee to use the premises only for uses allowed in this Lease, and is not otherwise inconsistent with the terms of this ground Lease;
- (6) the term (including option and renewal terms) of the sublease ends before the Term of this Lease (including all optional extensions already exercised by Lessee, but not including any options to extend which at the time remain unexercised by Lessee).

Section 7.3 Leasehold mortgages. Lessee shall have the right at any time during the Term of this Lease to grant a "leasehold mortgage" (as defined below) of all or any part of the Leased Premises, upon such terms, conditions, and maturity as the Lessee shall determine, and to enter into any and all extensions, modifications, amendments and replacements of any such leasehold mortgage as may be required, so long as the leasehold mortgage:

- (1) is granted only to a bona fide "lending institution" (as defined below);
- (2) provides that neither the Authority's nor Lee County's interests in this Lease or the fee title to the Leased Premises shall be subordinated to the leasehold mortgage;
- (3) provides that it is subject to and subordinate to the rights of Lee County Port Authority and Lee County under this Lease;
- (4) provides that in the event of a foreclosure of such leasehold mortgage or of any other action or proceeding for the enforcement thereof or of any sale thereunder, if the sublessee under any existing or future sublease shall not then be in default in the payment of rent for which a proceeding is then pending brought by such sublessee's lessor, then, any provision in such sublease to the contrary notwithstanding, such sublease will not be barred, terminated, cut off, or foreclosed, nor will said sublessee be named a defendant in such

foreclosure action or proceeding, nor will the rights and possession of said sublessee thereunder be disturbed;

- (5) provides that the leasehold mortgagee will give written notice to the Authority, by certified mail, of the occurrence of any event of default under the loan;
- (6) provides that the leasehold mortgagee will give written notice to the Authority, by certified mail, of any default prior to initiating any foreclosure action.
- (7) provides that if any payment of principal or interest required to be made under the provisions of the promissory note(s) and mortgage is not made, or any covenant of the mortgage is not performed, thereby constituting a default under the terms of the leasehold mortgage, the Authority may, at its option, cure said default in accordance with the terms of this Lease.
- (8) provides that the leasehold mortgagee will be bound by the terms and conditions of the Lease in exercising its remedies under the leasehold mortgage, and that any transfer of the leasehold interest from the leasehold mortgagee to a third party (after foreclosure or otherwise) will be subject to the restrictions on assignment as set forth in this Article 7 of this Lease.

The term "**leasehold mortgage**" as used herein shall include a mortgage, deed of trust, deed to secure debt, or other security instrument by which Lessee's leasehold estate is mortgaged, assigned, pledged, or otherwise transferred, to secure a debt or other obligation, including, without limitation, obligations to reimburse the issuer of a letter of credit.

The term "**leasehold mortgagee**" as used herein shall refer to a holder of a leasehold mortgage in respect to which notice as hereinafter provided for has been given.

The term "**lending institution**" as used herein shall mean a savings bank, bank, trust or insurance company, savings and loan

association, college, university, pension fund, employees' profit-sharing trust, commercial credit corporation, investment banking company, or any other monetary or lending institution primarily engaged in the making of first mortgage loans, provided such entity has assets totaling not less than \$100 million.

Any leasehold mortgage shall be expressly subject to and subordinate to the rights of Authority and Lee County hereunder, provided that the Authority and Lee County shall be subject to the obligations of the Authority as lessor under this Lease as to any such leasehold mortgage. Neither the Authority's nor Lee County's interests in this Lease or the fee title to the Leased Premises shall be subordinate to any leasehold mortgage or pledge of Lessee's interests in this Lease.

The leasehold mortgage shall not be binding upon Authority in the enforcement of its rights and remedies herein and by law provided, unless permitted by the terms of this Article (or Authority has granted written consent to same), and further shall not be binding on Authority unless and until an executed counterpart thereof or a copy thereof certified by the recording officer shall have been delivered to Authority, notwithstanding any other form of notice, actual or constructive. If Lessee shall grant a leasehold mortgage allowed by this Lease, and Lessee provides the required counterpart or copy thereof to the Authority pursuant to the preceding sentence, then, so long as such leasehold mortgage remains unsatisfied of record, Authority

agrees that the following provisions shall apply:

- (a) No Cancellation or Modification. In the absence of a default by Lessee, Authority will not cancel, accept a surrender of or modify this Lease or attornment of any sublease without the prior consent in writing of the leasehold mortgagee.
- (b) Notice. If the leasehold mortgagee shall register with the Authority his or its name and address in writing, no notice by Authority to Lessee shall be deemed to have been duly given unless and until a copy thereof has been served upon the holder of the leasehold mortgage by registered or certified mail at the address registered with the Authority.
- (c) Notice of Default. In the event of any default under the Lease, the Authority shall not terminate the Lease until thirty (30) days after any such leasehold mortgagee's receipt from the Authority by certified mail, of notice of the occurrence of any such default under the Lease;
- (d) Right to Cure Monetary Default. Authority will allow the leasehold mortgagee, at its option, to cure any default by Lessee within the longer of said thirty (30) day period or such greater period as may be provided by this Lease, if any payment required to be made under the provisions of this Lease is not made or any covenant of this Lease is not performed, thereby constituting a default by Lessee under the terms of the Lease; and
- (e) Leasehold Mortgagee's Right To Cure Non-Monetary Default. In the event Lessee shall be in default hereunder due to any non-monetary default, the leasehold mortgagee shall, within the period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied within forty-five (45) days from leasehold mortgagee's receipt of notice of any such default from the Authority, and Authority shall accept such performance by or at the instigation of such leasehold mortgagee as if the same had been done by Lessee. No non-monetary default on the part of Lessee shall be deemed to exist, if steps shall in good faith have been commenced promptly by Lessee or by the leasehold mortgagee to rectify the same and shall be prosecuted to completion with diligence. Lessee hereby constitutes and appoints the leasehold mortgagee Lessee's agent and attorney in fact with full power, in the Lessee's name, place and stead, and at the Lessee's cost and expense, to enter upon the Leased Premises and perform all acts required to be

performed herein or in any sublease made herein by Lessee.

- (f) No Termination if Cure after Notice of Same. While any such leasehold mortgage remains unsatisfied of record, or an event or events shall occur which shall entitle Authority to terminate this Lease and if before the expiration of sixty (60) days after the date of service of notice of termination under this Lease upon leasehold mortgagee, such leasehold mortgagee shall have paid to Authority all Rent and other payments herein provided for then in default, and shall have complied or shall be engaged in complying with all the other requirements of this Lease, if any, then in default, then Authority shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect, and the Lease shall be deemed to be reinstated in full force and effect.
- (g) Right To Extend Termination Date. If Authority elects to terminate this Lease pursuant to any right of termination possessed by Authority by reason of Lessee being in default of any provision of this Lease, then the holder of the leasehold mortgage shall have, in addition to all other rights herein granted (including, without limitation, the right to be subrogated to any and all rights of Lessee with respect to curing of any default) the right to postpone and extend the specified date for the termination of this Lease, fixed by the Authority in a notice given pursuant to the applicable provisions of this Lease, for a period of not more than six (6) months (subject to extension as provided below) provided such leasehold mortgagee (i) shall promptly cure all defaults which may be cured by the payment of a sum of money and undertake to cure any other existing default of Lessee excepting the vacation or dismissal of any pending bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the then applicable bankruptcy act or other similar federal and state statutes or laws; (ii) the leasehold mortgagee shall continue to pay the Ground Rent during any extension period(s); and (iii) shall promptly thereafter initiate steps to acquire Lessee's interest in this Lease by foreclosure of its mortgage or otherwise. Such right shall be exercised by the leasehold mortgagee's giving Authority notice of the exercise of the same prior to the termination fixed in Authority's notice of termination. If, before the date specified for the termination of this Lease as extended by such leasehold mortgagee, Lessee shall be duly removed from possession, and if an assumption in writing of

performance and observance of the covenants and conditions herein contained on Lessee's part to be performed shall be delivered to Authority by the leasehold mortgagee, then and in such event the default under this Lease shall be removed and the Lease shall not be canceled; and provided, further, that if at the end of said six-month period such leasehold mortgagee shall be actively engaged in steps to acquire Lessee's interest therein by foreclosure of its mortgage, summary dispossession or otherwise, the time for such leasehold mortgagee to comply with the provisions of this subparagraph shall be extended for such period as shall be necessary to complete such steps with diligence and continuity.

- (h) Further Assurances, Cooperation & NDA. The Authority shall execute, acknowledge, and deliver any and all commercially reasonable documents or instruments which Lessee or Lessee's Lending Institution reasonably requests in connection with a leasehold mortgage or the granting of thereof, provided they are not inconsistent with the terms of this Lease, including without limitation any non-disturbance and attornment agreement (having customary terms and provisions).
- (i) Authority Not Liable. Any mortgage or security agreement between Lessee and leasehold mortgagee shall contain a clause stating that any lien or security interest shall not be enforceable against Authority if Authority has terminated the Lease as a result of Lessee's breach or default under the Lease and the leasehold mortgagee, after proper written notification, has elected not to cure Lessee's default, institute foreclosure or other proceedings against Lessee, or otherwise enforce its rights against Lessee or acquire Lessee's leasehold interest.
- (j) Acceptance of Performance. Any payment to be made or action to be taken by a leasehold mortgagee hereunder as a prerequisite to obtaining a new lease or keeping this Lease in effect shall be deemed properly to have been made or taken by the leasehold mortgagee if such payment is made or action taken by a nominee, agent or assignee of the right of such leasehold mortgagee.
- (k) Condemnation. The parties shall give the leasehold mortgagee notice of any condemnation proceedings affecting the Leased Premises. The leasehold mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto do hereby consent that the leasehold mortgagee may be made such party or intervenor.

- (l) Exculpation of Leasehold Mortgagee. No leasehold mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate. Upon any assignment of this Lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any leasehold mortgage or shall have been derived from any holder thereof, the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment provided that the assignee shall execute and deliver to Authority a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in said Lease contained on Lessee's part to be performed and observed (it being the intention of the parties that once the leasehold mortgagee shall succeed to Lessee's interest hereunder, any and all subsequent assignments, whether by such leasehold mortgagee, any purchaser at foreclosure sale or other transferee, or any assignee of either shall effect a release of assignor's liability).
- (m) Authority's Right to Cure Lessee's Defaults on Leasehold Mortgage. Lessee agrees to use its best efforts to have any leasehold mortgages provide that the leasehold mortgagee therein shall by certified mail and in writing give notice to Authority of the occurrence of any event of default and further provide that Authority shall be given at least thirty (30) days notice of default in debt service payments before the leasehold mortgagee will initiate any mortgage foreclosure action. If any payments of amortization and interest required to be made under the provisions of the leasehold mortgage(s) shall not be made or any covenants of the leasehold mortgage(s) shall not be performed which shall constitute a default under the terms of the leasehold mortgage, the Authority may cure said default provided Authority gives Lessee ten (10) days notice of Authority's intention to cure such default. If Authority shall elect to cure such default, the Lessee shall pay the cost thereof to Authority together with interest thereon at the rate of eighteen percent (18%) per annum, as additional rent unless the Lessee shall cure such default within said ten-day period or (a) compliance requires more than ten (10) days and the Lessee shall have commenced compliance within a reasonable

time after such notice and shall have cured such default within thirty (30) days after commencing compliance or (b) the Lessee shall obtain from the leasehold mortgagee a written extension of time in which to cure such default together with a separate written extension of time granting Authority a reasonable additional time to cure said default if said default is not cured within said extended time and copies thereof are delivered to Authority. Lessee does hereby authorize Authority in Authority's name but without any obligation or duty on Authority to do so, to do any act or thing required of or permitted to the Lessee to prevent any default under said leasehold mortgage or any acceleration thereof, or the taking of any foreclosure or other action to enforce the collection of the indebtedness, and Lessee agrees to indemnify and hold Authority harmless and to reimburse Authority upon demand for all reasonable costs, charges and expenses incurred by Authority in such connection. If Lessee at any time shall request any leasehold mortgagee to grant a moratorium on payment, to waive payment or to extend the time for payment, the Lessee shall give Authority written notice thereof by certified mail concurrently with the making of said request and shall further give Authority written notice by certified mail of the granting or denial of said request.

Any leasehold mortgage, or any modification or amendment thereto not meeting the requirements of this Article shall be invalid and of no effect against Authority or Lee County.

ARTICLE 8

GUARANTEE OF PERFORMANCE AND PAYMENT

Within ninety (90) days of the Effective Date, Lessee must deliver to the Authority a security deposit in the form of a check or an irrevocable letter of credit, in the amount of fifty thousand dollars (\$50,000.00), to serve as security for the full and faithful performance by Lessee of all terms, covenants, and

conditions of this agreement including but not limited to the rentals, fees and charges to be paid pursuant to this agreement. If a letter of credit is provided, it shall be issued by an American bank or trust company, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Lessee shall deliver a replacement letter of credit to the Authority at least twenty (20) days before expiration of the current letter of credit; Lessee's failure to do so will constitute a breach of this agreement and will entitle Authority to present the existing letter of credit for payment and draw on same in addition to all other remedies available under this contract or at law.

If the security deposit or letter of credit is drawn upon, Lessee will replenish or replace same so as to always maintain the full amount required under this Article available for Authority's protection.

Once a certificate of occupancy for a building (or buildings) on the Leased Premises containing at least 30,000 square feet of floor area has been issued, and provided the Lessee is not then in default of any obligations under this Lease, then the Authority will release and return the security deposit or letter of credit posted under this Article, and a replacement security deposit or letter of credit will not be required again until one (1) year prior to the end of the Term

hereof, as extended by any option Lessee has duly exercised pursuant to Section 2.2 above. In the event Lessee delivers any such replacement security deposit or letter of credit but subsequently exercises an option to extend pursuant to Section 2.2 above, then the Authority will promptly refund such security deposit or return such letter of credit (the foregoing does not waive or otherwise eliminate the requirement that Lessee deliver a replacement security deposit or letter of credit one (1) year prior to the end of the Term hereof, as extended by any option Lessee has duly exercised pursuant to Section 2.2 above).

The Authority may, at the Authority's discretion, increase the amount of the required security above \$50,000, to a higher amount based on Authority's assessment of loss exposure to the Authority and Lessee's performance of its obligations under this Lease, but in any event not to exceed the total payments that were due for Ground Rent (pursuant to Article 4 above) for the immediately preceding twelve (12) full calendar months.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction, obtain certificates of occupancy, and obtain occupants for all buildings, as promptly as possible (taking into consideration the pre-leasing requirements of Lessee's Lending Institution). Lessee will maintain and operate all improvements.

Section 9.2 Premises. Lessee's premises will be

maintained in a first class manner with regard to safety and cleanliness. Lessee will not create a nuisance or allow a nuisance on the leased premises. Lessee will, at its sole expense, use commercially reasonable efforts to keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents, and vermin. Lessee will store any hazardous materials in accordance with all applicable laws.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

- (a) view and inspect the premises, or make repairs, at any time during Lessee's regular business hours;
- (b) view and inspect the premises, or make repairs, at any time in the event of an emergency;
- (c) show the premises to prospective tenants, during Lessee's regular business hours with at least twenty-four (24) hours advance notice, if Lessee is in default beyond any applicable cure period, or if there is less than one (1) year remaining on the term of the lease and Lessee has not exercised any remaining renewal option; and
- (d) perform any and all things which Lessee is obligated to and has failed to do after fifteen (15) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and reasonable overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

Such access may be conditioned upon being escorted by Lessee's agents or employees, unless the Authority's agents or employees

in question: (a) have been granted unescorted access in advance pursuant to Lessee's Vendor Management Policy; (b) are acting in their law enforcement capacity under the Authority's police power; or (c) require immediate access to the leased premises due to an emergency situation.

ARTICLE 11

COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, suboperators, and any other person over which Lessee has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09) as amended, and as may be further amended or superseded, and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority, the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNITY, AND HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this contract, Lessee agrees to release, defend, indemnify, and hold harmless Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from:

- (1) any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the use of the leased premises by Lessee, its subtenants, employees, agents, contractors, and

invitees, except to the extent caused by negligence of the Authority and/or Lee County (and/or their respective Commissioners, officers, agents, and employees);

- (2) any and all injury, loss, or damage, of any nature whatsoever, to any person or property (including but not necessarily limited to contamination to the environment) in connection with the installation, maintenance, repairs, and removal of any USTs or other tanks; and
- (3) any and all fines or penalties imposed on the Authority or Lee County by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) as a result of the failure of Lessee or its agents, employees, or contractors, to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to environmental damage or breaches of the Airport's security).

Lessee agrees to release the Authority from any injury, loss, or damage, caused by criminal acts of third parties. Lessee agrees that the Authority is not responsible or liable for any acts, errors, or omissions of the TSA, FAA, or any other governmental agency.

ARTICLE 13

INSURANCE

Lessee must procure and maintain during the lease term at its own expense, for the protection of the Authority and Lessee, in form satisfactory to the Authority, with one (1) or more insurers qualified to do business in Florida and having a Best's Rating of at least "A" and a financial size rating of at least "XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies:

- (1) Commercial general liability insurance (including premises, products and completed operations, and

contractual liability) with a minimum combined single limit of \$5,000,000.00.

- (2) business automobile liability insurance (if the Lessee is to operate any vehicles on the premises) covering all owned, hired, and non-owned autos operated on the Airport with a minimum combined single limit of \$5,000,000.00.
- (3) Property insurance for all risks of physical loss or damage to the premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent either Lessee or Authority from being a co-insurer on any part of the risk, and such amount must be not less than the full replacement value.
- (4) Insurance for the full replacement value of all personal property, including equipment and trade fixtures.
- (5) Workers' compensation and employer's liability insurance, both in the amounts (if any) required by state law for workers' compensation coverage.
- (6) If requested of Lessee by the Authority, builder's risk insurance in an amount covering the contract price for all work to be performed by Lessee (including construction of the facility), on an "all risk" form.
- (7) If one (1) or more above or underground storage tanks are to be installed: (i) storage tank liability insurance covering such tank(s), with a single limit of at least \$5,000,000.00, subject to a deductible not to exceed \$100,000.00 per claim, with a \$10,000,000.00 annual overall policy limit; and (ii) environmental impairment liability insurance, with a single limit of at least \$5,000,000.00, subject to a deductible not to exceed \$100,000.00 per claim, with a \$10,000,000.00 annual overall policy limit.

The Lessee's insurance policies will be primary and non-contributory and include a waiver of subrogation in favor of the Authority. The Authority must be named as additional insured in all policies of insurance except Lessee's workers' compensation

insurance and builder's risk insurance. The original or a certified copy of above policy or policies, plus certificates evidencing the existence thereof, shall be delivered to the Authority prior to issuance of a Work Permit or Notice to Proceed by the Authority, and prior to Lessee's commencement of any construction or occupation or use of the premises, and copies of all renewal policies issued during the term of this lease shall be provided to the Authority upon request. Certificates of all policies evidencing the insurance required, including renewal policies, must be delivered to the Authority. Each such policy or certificate shall contain a valid endorsement that such insurance will not be canceled or materially changed or altered without first giving advance written notice to the Lee County Port Authority.

After the first five (5) years of the lease term, the Authority may from time to time increase any of the required coverage limits provided above to reflect increases in Ground Rent (as defined in Section 4.1 above).

The coverages provided for herein shall be subject to commercially reasonable deductible amounts, but in any event, for the property insurance required under item (3) above, the deductible shall not exceed 3% of the full replacement value of the buildings unless otherwise consented to by the Authority.

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of

this lease if:

- (1) Lessee fails to pay rent or make any other payment required hereunder within ten (10) days after payment is due;
- (2) Lessee neglects or fails to perform and observe any promise, covenant, or condition set forth in this agreement after receipt of written notice of breach from the Authority;
- (3) Lessee becomes, without prior written notice to Authority, a successor or merged corporation in a merger, or a constituent corporation in a consolidation;
- (4) Lessee abandons, deserts, vacates, or discontinues its operation of the business herein authorized without prior written consent of Authority; or
- (5) Lessee fails to use diligent efforts to pursue the intended development, obtain necessary governmental permits and construction financing, and thereafter commence and continue bona fide construction of the intended development on the leased premises.

Section 14.2 No waiver. No default will be deemed waived by either party, whether or not such party has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the party against whom the waiver is sought to be enforced.

Section 14.3 Authority's remedies. In the event of default by Lessee, in addition to all other remedies provided herein or now or hereafter provided by law, Authority will have the right to terminate this lease, by giving at least thirty (30) days written notice to Lessee, if: (1) Lessee is in default of this lease as set forth in Section 14.1 above; and (2) either:

- (a) such default is not cured to the Authority's reasonable satisfaction within said thirty (30) days after the Authority gives Lessee notice of the default; or
- (b) if such default does not relate to the payment of rent or money, and is not curable within said thirty (30) days, Lessee either: (1) fails to demonstrate to the Authority, within said thirty (30) days of receiving notice from the Authority of the default, that Lessee has commenced curing the default; or (2) fails to diligently pursue the cure of such default to completion.

ARTICLE 15

CASUALTY

Section 15.1 Notice to Authority. If the premises, or any improvement thereon, is damaged or destroyed by fire, hurricane, tornado, or any other casualty, Lessee shall promptly give written notice to Authority of the date and nature of such damage.

Section 15.2 Damage due to insurable cause within initial term, or minor damage. If any improvements on the leased premises are damaged and:

- (A) such damage: (1) occurs by fire, hurricane, tornado, or other casualty of the type which Lessee is required to provide coverage for, or which is covered by any insurance policy carried by Lessee; and (2) occurs within the initial term (as set forth in Section 2.1 above);

or

- (B) any building or buildings are damaged so as to collectively require, for Restoration, an estimated expenditure of not more than ten percent (10%) of the full insurable value of all buildings on the premises immediately prior to the casualty (as determined by an "Independent Architect" as defined below);

then:

- (1) Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent

of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage (the "Restoration");

- (2) Lessee's Restoration shall be made in accordance with the procedures set forth above for Lessee's initial construction (including but not limited to the Authority's review and approval of plans); and
- (3) In the event of a casualty resulting in a loss payment for the improvements in an amount greater than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) as adjusted by the change in the Ground Rent from the commencement date of the the date of the casualty, the proceeds of all insurance policies maintained by Lessee attributable to the replacement of the improvements, but not Lessee's personal property, shall be deposited in Authority's and Lessee's joint names in an escrow account at a bank or other financial institution designated by Authority, and shall be used by Lessee for the repair, reconstruction, or restoration of the improvements. Such proceeds shall be disbursed periodically upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction, or restoration. Lessee shall obtain, and make available for Authority receipted bills and, upon completion of said work, full and final waivers of lien. In the event of a casualty resulting in a loss payment for the improvements in an amount equal to or less than the amount stated above, the proceeds shall be paid to Lessee, and shall be applied towards repair, reconstruction, and restoration. In the event the insurance company monitors the repair, reconstruction, or restoration of the improvements, the parties acknowledge that the proceeds may not be disbursed in advance of invoices from contractors and therefore not paid in advance in order to escrow the proceeds. In the event the proceeds are not escrowed in advance of payments due for the repair, reconstruction, or restoration of the improvements, the proceeds shall be jointly payable to Authority and Lessee. If the insurance proceeds are insufficient to pay the cost of Restoration, Lessee must pay the shortfall. If the proceeds exceed the cost of Restoration, Lessee will be entitled to the surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

An "Independent Architect" shall mean an architect or engineer that is licensed to practice in the State of Florida, who has experience in estimating cost of construction and repair, and who is selected by agreement between Authority and Lessee; however, if the parties do not agree and Lessee rejects or does not approve, within thirty (30) days of Authority's written proposal, any two (2) independent licensed architects or engineers, then the "Independent Architect" may be selected unilaterally by the Authority (but shall not be one (1) of the two (2) originally proposed by Authority, if such architect(s) or engineer(s) were expressly rejected by Lessee in writing within said thirty (30) day time period). In any event, the fee charged by the "Independent Architect" shall be split equally between Authority and Lessee.

If the construction work on the Restoration has:

- (1) not commenced by the later of:
 - (a) twelve (12) months after the insurance settlement;
 - or
 - (b) twenty-four (24) months after the casualty;
 - or
- (2) has commenced but bona fide work is not actively continuing;

Authority shall give written notice to Lessee, of Authority's intention to terminate the lease within sixty (60) days, unless Lessee can demonstrate that Lessee has made and continues to make diligent effort to commence or continue bona fide construction work, failing which this lease shall terminate at the end of said

sixty (60) day period, and any and all remaining insurance proceeds (whether held by the Authority, the leasehold mortgagee, or otherwise) shall be applied, first, to completing the required Restoration, and second, to paying off the leasehold mortgage (but only to the extent the leasehold mortgage secures amounts actually spent by the Lessee on improvements to the leased premises, plus interest), and third, to the Authority.

Section 15.3 Major damage due to uninsurable cause or near end of lease term. If any building or buildings are damaged and:

(A) such damage: (1) occurs by a cause, such as war or nuclear attack, not of the type which Lessee is required to provide coverage for, and which is not covered by any insurance policy carried by Lessee; or (2) the damage occurs after the end of the initial term (as set forth in Section 2.1 above);

and

(B) the building or buildings are damaged so as to collectively require, for Restoration, an estimated expenditure of more than ten percent (10%) of the full insurable value of all buildings on the premises immediately prior to the casualty (as determined by an "Independent Architect" as defined above);

then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within six (6) months of the date of said casualty.

If Lessee does not so exercise this option to terminate, then: (1) Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the

occurrence of such damage; (2) Lessee's Restoration shall be made in accordance with the procedures set forth above for Lessee's initial construction (including but not limited to the Authority's review and approval of plans); and (3) any and all insurance proceeds attributable to the replacement of the improvements, but not Lessee's personal property, shall be deposited in Authority's and Lessee's joint names in an escrow account at a bank or other financial institution designated by Authority (or, if required by a leasehold mortgage approved pursuant to Article 7 above, to the leasehold mortgagee) to be used by Lessee for the repair, reconstruction, or restoration of the improvements. Such proceeds shall be disbursed periodically upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction, or restoration. Lessee shall obtain, and make available to Authority, receipted bills, and upon completion of said work, full and final waivers of lien. In the event the insurance company monitors the repair, reconstruction, or restoration of the improvements, the parties acknowledge that the proceeds may not be disbursed in advance of invoices from contractors and therefore not paid in advance in order to escrow the proceeds. In the event the proceeds are not escrowed in advance of payments due for the repair, reconstruction, or restoration of the improvements, the proceeds shall be jointly payable to Authority and Lessee. If the insurance proceeds are insufficient to pay the cost of Restoration, Lessee must pay the shortfall. If the proceeds exceed the cost of Restoration, Lessee will be entitled to the

surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

If Lessee does so elect to terminate the lease, then any and all insurance proceeds received and receivable as a result of on account of casualty damage shall be payable, first, to paying off the leasehold mortgage (but only to the extent the leasehold mortgage secures amounts actually spent by the Lessee on improvements to the leased premises, plus interest), and second, split between the Authority and Lessee on a pro rata basis, with the Lessee's percentage share being equal to the time that was (but for the termination) remaining on the initial term of this lease (as extended by any options already exercised prior to the date of the casualty) as of the date of the casualty, divided by the time between the Rent Commencement Date and the end of the initial term of this lease as extended by any options already exercised prior to the date of the casualty, and the Authority's percentage being the remaining share. (For the purposes of this paragraph, the "term of this lease" refers to the term applicable to the land under the damaged building or buildings.)

Section 15.4 Abatement of rents and other payments. If Lessee's business is stopped due to casualty to the building, Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said cessation of business, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the premises for business (whichever occurs first), but in any event not to exceed a period of one (1) year. Notwithstanding the preceding

sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which accrue, prorated as of the date Lessee has so terminated and surrendered the premises to the Authority.

ARTICLE 16

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, the fee interest in the premises, the Lessee's leasehold interest in the premises, or upon Lessee, or upon the buildings, improvements, or business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS

As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws.

"Environmental Law" shall include any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the environment or to emissions,

discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances, materials or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the Handling (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes.

"Handling" shall include use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, generation, production, or disposal.

ARTICLE 18

STORM WATER COMPLIANCE

Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this agreement. Lessee covenants that its use of the premises will not cause any violation of said permit. Further, Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good

condition as when installed or constructed, excepting only ordinary wear and tear. Lessee shall have no obligation to remove any of the fixed improvements.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, UPS, Airborne Express, or DHL), to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address on page 1 hereof. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 20.2 Captions. The captions within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20.3 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this agreement.

Section 20.4 Time. Time is of the essence in the performance of this agreement.

Section 20.5 Governing law; forum selection and venue. This agreement shall become valid when approved by the Authority's Board of Port Commissioners in Lee County, Florida; it will be deemed made and entered into in the State of Florida

and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, all actions or proceedings will be brought and litigated exclusively in the federal or state courts located in Lee County, Florida.

Section 20.6 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this contract or Lessee's use or occupation of the premises.

Section 20.7 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees, including appellate costs and fees.

Section 20.8 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 20.9 Administration of lease. Whenever in this agreement, Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Lessee shall deal with Authority's authorized representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized

representative shall be the Authority's Executive Director.

Section 20.10 Airport development. Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires.

Section 20.11 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 20.12 Lessee's noninterference with aircraft. Lessee and its successors, assigns, and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Lessee.

Section 20.13 Covenant of quiet enjoyment. Authority covenants that Lessee, on paying the rent and all sums provided for in this Agreement and on keeping, observing, and performing all the other terms, covenants, conditions, provisions, and agreements herein contained on the part of Lessee to be kept,

observed, and performed, shall, during the term, peaceably and quietly have, hold, and enjoy the leased premises subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any persons lawfully claiming by or through Authority.

ARTICLE 21

FAA CLAUSES

Section 21.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

Section 21.2 Nondiscrimination. This agreement is (or may be) subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The Lessee agrees to include the above statements in any subsequent concession agreement, sublease, or contract covered by

49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

The Lessee, for itself, successors, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall 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 grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the lease and re-enter as if said lease had never been made or issued; but this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 21.3 Airport protection. It shall be a condition of this lease, that the Authority reserves unto itself, its

successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Lessee agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee agrees for itself, its successors, and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

Section 21.4 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 21.5 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted

under this agreement are non-exclusive and the Authority reserves the right to grant the same or similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 22

CONDEMNATION

Section 22.1 Complete taking. If the entire premises are taken or condemned for any public or quasi-public use or purpose, by right of eminent domain, this lease will terminate on the date title to the premises vests in the taking authority. Rent will be prorated to the date of termination.

Section 22.2 Lessee's option to terminate in the event of partial taking. If a portion of the leased premises (or all reasonable access to the adjacent roadways from the then-existing or comparable curb cut locations) shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain, Lessee shall have the option to terminate this lease by advance written notice to Authority, given at any time after the taking authority files its notice of taking, but no later than 60 days after entry of the order of taking, specifying the date on which the lease will terminate, which date shall be the last day of any calendar month that falls within the period for giving Lessee's notice of its election to terminate. Rent will be prorated to the date of termination.

If Lessee does not elect to exercise this option, then: (1) Lessee will be entitled to participate in the award of the taking only to the extent an award is made for business damages; (2)

Lessee shall promptly restore the remaining portions of the premises to a condition comparable to the condition of the premises at the time of such taking; and (3) this lease shall continue in full force and effect except that the rent payable hereunder shall be equitably adjusted to take into account the portion or portions of the premises lost by the taking.

Section 22.3 Award. If this lease is terminated by reason of a taking, any compensation awarded for such taking of the premises will be equitably apportioned between the Authority and Lessee to reflect the respective values of the encumbered fee and the leasehold interest.

ARTICLE 23

CIVIL RIGHTS AND TITLE VI

Section 23.1 General Civil Rights Provisions. Lessee 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 benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 23.2 · Compliance with Nondiscrimination

Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Port 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 Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port 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 Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Section 23.3 Transfer of Real Property Acquired or

Improved Under the Airport Improvement Program.

A. Lessee, 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, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 23.4 Construction/Use/Access to Real Property

Acquired Under the Activity, Facility or Program.

A. Lessee, 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, 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 Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 23.5 Title VI List of Pertinent

Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to

74100);

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

ARTICLE 24

ENTIRE AGREEMENT

Section 24.1 Merger. This contract sets out the entire agreement between the parties. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the Lessee and the Authority's Board of Port Commissioners.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

NEOGENOMICS LABORATORIES, INC.
(Lessee)

WITNESSED:

(corporate seal)

By: *Sharon A. Virag*
 Print/type name: Sharon A. Virag
 Title: CFO
 Date: 12/3/18

By: *Sylvia DiFalco*
 Print name: SYLVIA DIFALCO

By: *Helen Edenfield*
 Print name: Helen Edenfield

LEE COUNTY PORT AUTHORITY

ATTEST:

By: _____
 Chairman or Vice Chairman,
 Board of Port Commissioners

LINDA DOGGETT, CLERK
 By: _____
 Deputy Clerk

Date: _____

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: _____
Port Authority Attorney

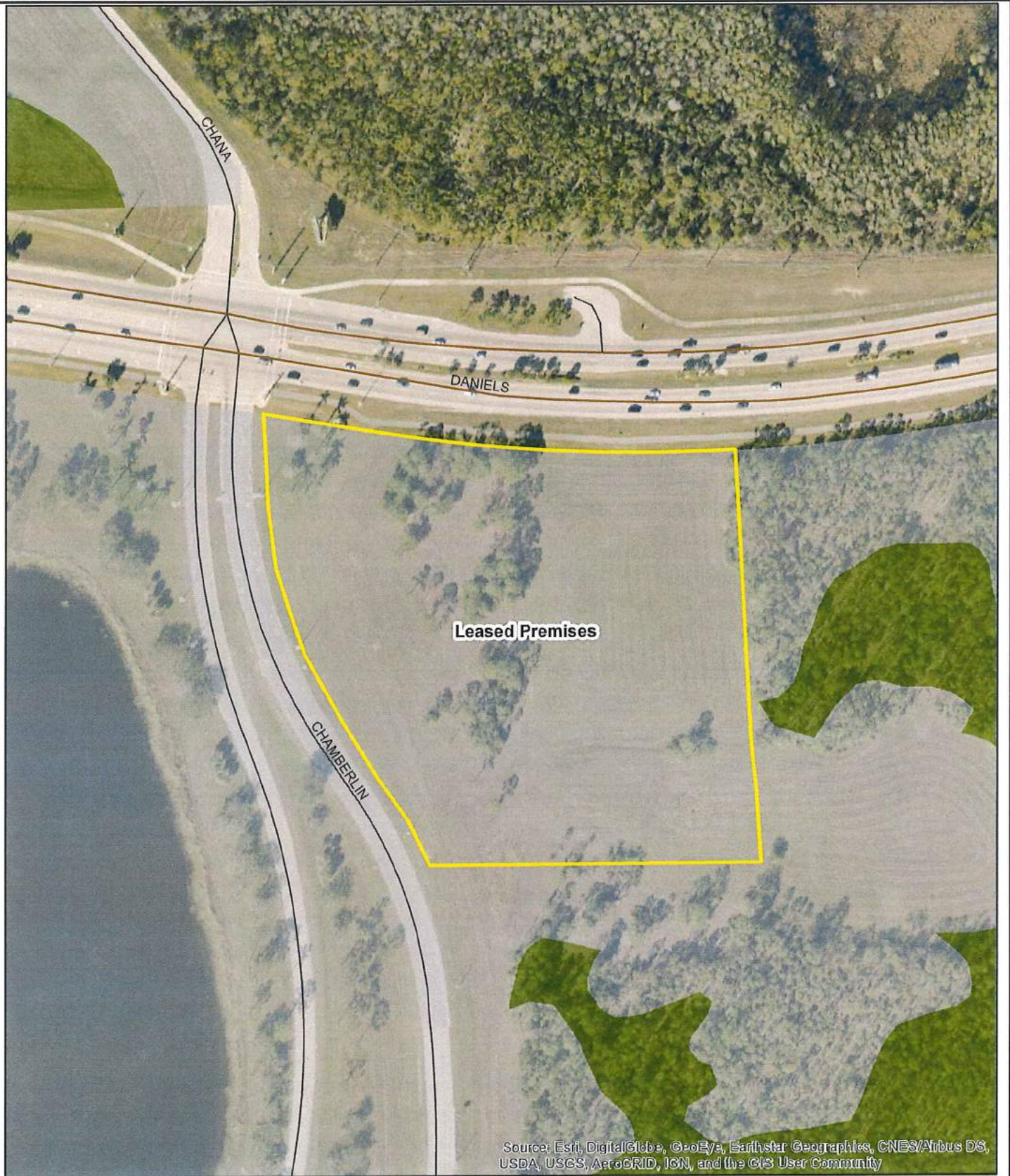
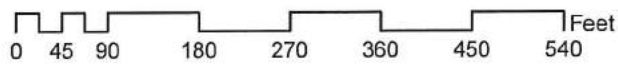


Exhibit A

Legend

- Leased Premises
- Land Use/Land Cover**
- Upland
- Wetland



Date: 11/30/2018

Note: Upland/Wetland limits have not been agency reviewed/approved and are subject to change.

Exhibit B

[this page to be replaced after survey per Section 1.2]

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a First Amendment to “Land Lease for Construction of Corporate Hangar Building at Page Field” with JCP Leasing, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: 20 years, plus two 5-year extension options</p> <p>4. WHAT ACTION ACCOMPLISHES: adjusts the boundaries of a site leased to JCP Leasing, Inc. in November 2018 to facilitate construction of the tenant’s corporate hangar building</p> | <p>5. CATEGORY: 4.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/19/2019</p> <p>7. BoPC MEETING DATE: 3/7/2019</p> |
|---|---|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

On November 8, 2018, the Board approved a “Land Lease for Construction of a Corporate Hangar Building at Page Field” with JCP Leasing, Inc. Since then, JCP’s engineers have determined that a modification to the boundaries of the leasehold will facilitate construction, by minimizing or eliminating conflicts with an existing detention area, fire hydrant, and taxiway edge light. The leased parcel will be shifted 28 feet to the southeast, and will change dimensions and be slightly decreased in size.

No other changes are proposed.

- Attachments
1. Contract Summary
 2. Proposed First Amendment

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (4-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

CONTRACT SUMMARY

[including effects of proposed First Amendment]

Tenant: JCP Leasing, Inc.
202 Neltom Drive
Pierre, SD 57501

Leased Premises: a vacant parcel of land at Page Field, containing approximately 0.51 acres
[parcel will shift 28 feet to the southeast, and will change dimensions but remain approximately 0.51 acres]

Allowed Use(s): corporate hangar

Term of Lease: An initial term beginning November 15, 2018 and continuing until twenty (20) years from the "Rent Commencement Date" (which will occur no later than August 1, 2020). The tenant will have options to extend for two (2) additional periods of five (5) years each

Rents and Fees: Beginning on Rent Commencement Date, \$10,752.00 per year (\$896.00 per month), subject to CPI adjustments

Security/Perf. Guaranty: \$2,700.00

Insurance Requirements: \$5 million combined single limit airport liability (including premises, products/completed operations, and contractual liability); \$1 million business auto (if Lessee is to operate a motor vehicle airside); property insurance, for physical loss or damage to the premises and improvements, for full replacement value; and workers' compensation as required by state law

Tenant's Construction: Lessee will construct a hangar building containing at least 4,400 square feet (3,600 s.f. of aircraft storage area plus 800 s.f. office area), plus at least 1,800 s.f. of aircraft parking apron as needed to position aircraft outside hangar; all construction subject to Authority's approval of plans pursuant to the Leasehold Development Standards and Procedures

Note: *This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.*

FIRST AMENDMENT
TO
JCP LEASING'S
"LAND LEASE FOR CONSTRUCTION OF CORPORATE HANGAR BUILDING
AT PAGE FIELD"

This agreement (the "First Amendment") is made and entered into this _____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 (the "Authority"), and **JCP LEASING, INC.**, a South Dakota corporation with principal offices located at 202 Neltom Drive, Pierre, SD 57501 ("Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the Page Field General Aviation Airport, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

The Authority and Lessee entered into a lease agreement entitled "Land Lease for Construction of a Corporate Hangar Building at Page Field," dated November 8, 2018, (herein the "Lease"). Subsequent to the date of the Lease, Lessee's engineer has determined that certain adjustments to the site boundaries are desirable.

The parties desire to amend the Lease to revise the

description of the leased premises.

NOW THEREFORE, in consideration of the mutual promises herein, the undersigned parties agree to modify the Lease as follows:

1. *In Article 1 of the Lease, the phrase describing the leased premises as:*

"A rectangular parcel of land, 140.00 feet by 160.00 feet, within the boundaries of the Airport, in the County of Lee, State of Florida, containing 22,400 square feet, with the southwest boundary line of said parcel running parallel to and approximately 110 feet to the northeast of the centerline of existing Taxiway B, and the northwest boundary line of said parcel running parallel to and approximately 457.5 feet to the northwest of the centerline of existing Taxiway B-2 extended northeasterly. The parcel is depicted generally as "LEASED PREMISES" on the drawing attached hereto as "EXHIBIT A," and is located on the southeast side of, and adjacent to, the Lee County EMS hangar site leasehold at 2390 North Airport Road, Fort Myers, Florida."

is deleted and replaced with the following:

"A rectangular parcel of land, 135.00 feet by 165.00 feet, within the boundaries of the Airport, in the County of Lee, State of Florida, containing 22,275 square feet, with the southwest boundary line of said parcel running parallel to and approximately 110 feet to the northeast of the centerline of existing Taxiway B, and the northwest boundary line of said parcel running parallel to and approximately 429.5 feet to the northwest of the centerline of existing Taxiway B-2 extended northeasterly. The parcel is depicted generally as "LEASED PREMISES" on the drawing attached hereto as 'EXHIBIT A'."

2. *The original "EXHIBIT A" is deleted and replaced with the drawing labeled "REVISED EXHIBIT A," attached hereto.*

3. *This amendment to the Lease will be considered*

effective immediately upon approval by the Board of Port Commissioners of the Lee County Port Authority.

4. All other provisions of the Lease remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

JCP LEASING, INC.
(Lessee)

By: James D. Peitz
James D. Peitz
As: President
Date: JANUARY 28, 2019

WITNESSED BY:

Amanda M. Schwarz
Witness
Amanda M. Schwarz
Print Name
Date: 1/28/2019

Christopher Rounley
Witness
Christopher Rounley
Print Name
Date: 1/28/2019

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners
Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk
Date: _____

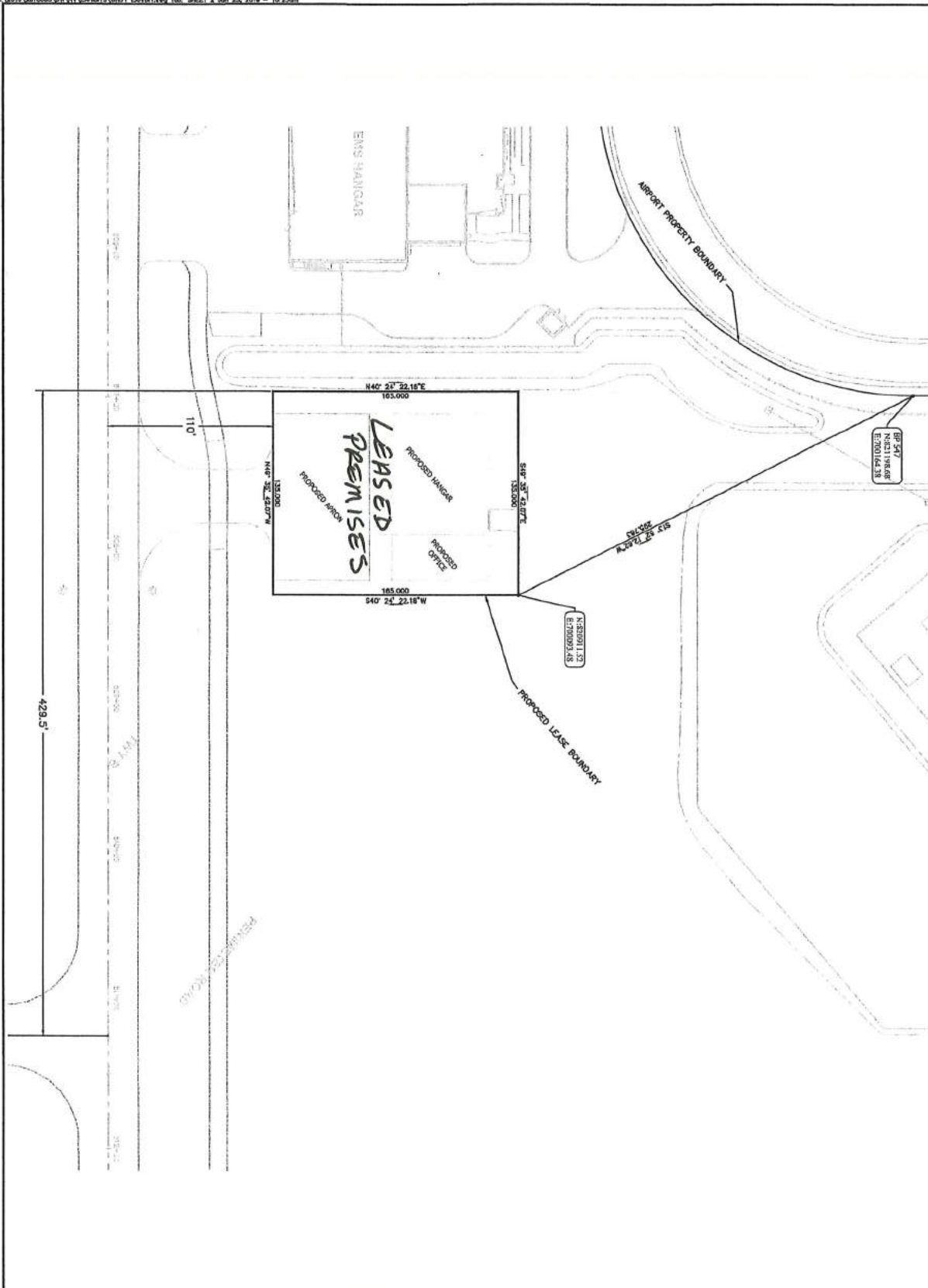
Approved As To Form for the
Reliance of the Lee County Port
Authority only:

By: _____
Port Authority Attorney

Date: _____

Revised Exhibit A

H:\2016\2016065\2016065\2016065\BNDY DOWNTOWN TEL. SHEET 2.dwg, 2016 - 10:23am



<p>8200 Whiskey Creek Drive Fort Myers, FL 33919 Phone : (239) 985-1200 Florida Certificate of Authorization No.1712</p>	
<p>BBI BETTER BUILDINGS INC. COMMERCIAL CONTRACTORS</p>	
<p>PAGE FIELD ICP LEASING HANGAR</p>	
<p>GRAPHIC SCALE 0 15' 30' 60' (IN FEET)</p>	
<p>PROPERTY BOUNDARY EXHIBIT</p>	
<p>PROJECT NO. 2016065</p>	<p>SHEET NO. 1 of 1</p>

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 19-02, Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems for the Lee County Port Authority to Johnson Controls, Inc., the lowest responsive, responsible bidder, and authorize the Chair to execute the attached Service Provider Agreement on behalf of the Board.
2. **FUNDING SOURCE:** General Operating Revenues collected during the normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.
3. **TERM:** June 1, 2019 to May 31, 2022
4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for repair and maintenance of centrifugal chillers, cooling towers, and related systems for an initial three-year term.

5. **CATEGORY:** 5.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. **BACKGROUND:**

On November 29, 2018, the Lee County Port Authority advertised RFB 19 02, Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems for the Lee County Port Authority. Bid packages were delivered to eighteen (18) prospective firms, and two responses, one of which was a No Bid, were received on December 27, 2018.

The contract provides for four quarterly preventative maintenance and inspection services, one of which is a comprehensive annual service, for the airport's chillers, cooling towers and related systems, paid as a fixed quarterly unit fee upon satisfactory completion of the work. In addition, the contract includes fixed costs per task for specific system diagnostic and maintenance services, as authorized, which are intended to enhance overall system performance and maximize the useful service life of the equipment. The contract also provides fixed hourly, material, and subcontractor rates for chillers and related systems repair and project services to accommodate authorized system and component repairs, enhancements, or emergency services. The total projected annual contract cost is \$39,390.00 for fixed preventative maintenance and diagnostic services, plus additional and emergency services as may be authorized.

The agreement further provides for the addition of any new chiller systems which may come online during the term of the contract, with fees based on an evaluation of any new system's service requirements relative to the bid contract rates.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X (4-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

The bidder, Johnson Controls, Inc., is the manufacturer and installer of the airport's chillers and related equipment, and is also the current maintenance and repair provider.

If approved, the service provider agreement will have an initial term of three years beginning June 1, 2019, with options for up to two additional two-year extension terms at the discretion of the Authority. The provider will be compensated for authorized services consistent with the applicable contract rates and the approved annual operating budget.

Attachments:

- (1) Tab Sheet
- (2) Contract and Specifications
- (3) Vendor Bid

LEE COUNTY PORT AUTHORITY

BID TABULATION SHEET

RFB 19-02, REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS,
AND RELATED SYSTEMS FOR THE LEE COUNTY PORT AUTHORITY

DECEMBER 27, 2018, 2:00 P.M.

Firm Name And Address		Johnson Controls 3802 Sugar Plum Drive Tampa, FL 33619 813-635-2211	Page Mechanical Group Inc. 239-275-4406
1 Original, 1 CD or Flash		Yes	
Form 1 – Bidder’s Certification		Yes	
Acknowledgement of Addendum #1, #2		Yes	
Form 2 – Official Bid Form		Yes	
A	Total Fixed Cost for a Quarterly Chiller and Related System Preventative Maintenance Service	\$1,071.00	
B	Total Quarterly PM Cost Per Year	\$3,213.00	
C	Total Fixed Cost for an Annual Chiller and Related System Preventative Maintenance	\$2,882.00	
D	Total Yearly Fixed Cost For Chiller and Related Preventative Maintenance Services	\$6,095.00	
E	Total Fixed Cost for a Quarterly Cooling Tower Preventative Maintenance Service	\$685.00	
F	Total Quarterly PM Cost Per Year	\$2,055.00	
G	Total Fixed Cost for an Annual Chiller and Related System Preventative Maintenance Service	\$1,229.00	
H	Total Yearly Fixed Cost For Cooling Tower Plus Preventative Maintenance Service	\$3,284.00	
I	Additional Service Fixed Labor Rates (Regular Hours):		
I.1	Chiller Technician/Hour	\$115.00/Hour	
I.2	Metasys BAS Technician/Hour	\$123.00/ Hour	
J	Percentage Markup or Discount from Manufacturer List Price for Manufacturer-Furnished Replacement Parts/Materials:	10% Discount	
	Percentage Markup or Discount	25% Markup	

LEE COUNTY PORT AUTHORITY

BID TABULATION SHEET

RFB 19-02, REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS,
AND RELATED SYSTEMS FOR THE LEE COUNTY PORT AUTHORITY

DECEMBER 27, 2018, 2:00 P.M.

Insurance Certificate	Yes	
No Bid Submission	No	Yes

* Math Error

VENDOR NO. 105636

Port Authority Contract No. 8294

**LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS,
COOLING TOWERS AND RELATED SYSTEMS FOR THE
LEE COUNTY PORT AUTHORITY**

RFB #19-02

THIS AGREEMENT is entered this ____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **JOHNSON CONTROLS, INC.**, a Wisconsin corporation, authorized to do business in the State of Florida, ("PROVIDER"), located at 3802 Sugar Palm Drive, Tampa, FL 33619, Federal Identification Number 39-0380010.

WITNESSETH

WHEREAS, the Authority desires to obtain repair and maintenance services for centrifugal chillers, cooling towers and related systems from Provider as described below for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided by the Provider under this Agreement; and,

WHEREAS, Provider has reviewed the services required under this Agreement and has submitted a Bid to provide the requested services, and states that it is qualified, willing

and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below, and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, the Provider has been selected to provide the services described below as the result of a competitive selection process by Authority that complies with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved and put into effect by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out below at length.

2.0 DEFINITIONS

2.1 AUTHORITY shall mean the Lee County Port Authority and its governing Board of Port Authority Commissioners.

2.2 PROVIDER shall mean the individual, firm or entity offering services that it shall be legally obligated, responsible, and liable for providing and performing and any and all of the services, work and materials, including services and/or the work of sub-contractors, required under this Agreement.

2.3 BASIC SERVICES shall mean all services, work, materials and all related professional, technical and administrative activities that are necessary to perform and complete the services required by the Scope of Services of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the Authority may request from Provider and authorize, in writing, which are not included in the Scope of Services.

2.5 SUPPLEMENTAL AGREEMENT shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the Authority.

3.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services required to complete the work set forth in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

4.0 REQUEST FOR BIDS AND PROVIDER'S BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Bids; or between this Agreement and Provider's Bid; the terms of this Agreement will control. The Parties acknowledge that the representations and information contained in Provider's Bid have been relied on by Authority and have resulted in the selection of Provider to provide goods or perform services under this Agreement.

5.0 TERM

The term of this Agreement shall be for three (3) years commencing on June 1, 2019. The Authority will have the option of extending this Agreement for up to two (2) additional terms, in increments of two (2) years each from the expiration date of the original term, and any extended term, on the same terms and conditions as the original term. Any

such extension shall be executed with the same formality as the original Agreement. If Authority decides to exercise the option to extend the term of this Agreement it will notify the Provider no later than ninety (90) days before the expiration date of the initial term or any extended term.

6.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all the basic services and any additional services authorized under this Agreement shall include, but are not limited to the following:

6.1 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

6.2 PERSONNEL

- (1) Qualified Personnel - The Provider agrees that when the services to be provided and performed relate to (a) professional service(s) which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

(2) Project Manager - Provider agrees to employ and designate a qualified, licensed professional to serve as Provider's project manager ("Project Manager") for this Agreement. Provider shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Provider's Project Manager designation shall be executed by the proper officers of Provider, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Provider on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Provider with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Provider agrees that the Project Manager shall devote whatever time is required to satisfactorily manage all services provided by Provider under this Agreement. Provider further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority. Provider further agrees to promptly remove and replace the Project Manager, or any other personnel employed or retained by Provider, or any subcontractor or any personnel of any such subcontractor engaged by Provider to provide services under this Agreement within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

6.3 STANDARDS OF SERVICE

The Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws,

statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

6.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct - The Provider agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Provider. The Provider shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Provider.
- (2) Authority's Approval Shall Not Relieve Consultant of Responsibility - Neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Provider's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

6.5 ADDITIONAL SERVICES

If Authority requests the Provider to provide and perform services under this Agreement that are not set forth in Exhibit "A", the Provider agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms and provisions as set forth in this Agreement and any Amendment(s) to this Agreement.

Additional services shall be administered and executed as Supplemental Task Authorizations under the Agreement. The Provider shall not provide or perform, nor shall the Authority incur or accept any obligation to compensate the Provider for any additional services, unless a written Supplemental Task Authorization has been executed by the parties.

Each Supplemental Task Authorization shall set forth a description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the additional services.

6.6 INDEMNIFICATION

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Authority and Lee County, Florida and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the performance of Provider's services under this Agreement or the errors, omissions, and/or negligence, recklessness, or the intentional misconduct of Provider or any agent,

employee or other person used by Provider to perform services under this Agreement, regardless of whether or not caused in part by a party indemnified hereunder.

7.0 AUTHORITY'S RESPONSIBILITIES

Authority shall:

7.1 Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Project Manager"). The Project Manager shall have exclusive authority to execute Task Authorizations, and any modifications or changes to Provider's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Task Authorization. The Project Manager shall have authority to transmit instructions, receive information, and to interpret and define Authority's policies and decisions with respect to Provider's services under this Agreement. The Project Manager shall review and make appropriate recommendations on all requests submitted by Provider for payment for services.

7.2 The Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Provider hereunder; (2) the time Provider is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Provider.

7.3 Provide all criteria and information requested by Provider as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and budgetary limitations.

7.4 Upon request from Provider, make available to Provider all available information in Authority's possession pertinent to any Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.5 Arrange access, in accord with Authority's security regulations, for Provider to enter any project site to perform services. Provider acknowledges that Authority may provide such access during times that are not the Provider's normal business hours.

7.6 Notify Provider of any defects or deficiencies in services rendered by Provider.

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 BASIC SERVICES

Authority will pay Provider for all requested and authorized basic services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement.

8.2 ADDITIONAL SERVICES

The Authority shall pay the Provider for all additional services, that have been requested and authorized by the Authority and agreed to in writing by both parties to this Agreement, and are completed according to the terms of compensation and payment of said additional services based on the compensation schedule set forth in Exhibit "B."

8.3 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

The Provider shall be entitled to submit not more than one invoice to the Authority for each calendar month. The monthly invoice shall cover services

rendered and completed during the preceding calendar month. The Provider shall submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the project, the amount of time expended, and a description of the goods and services provided. The invoices shall be accompanied by a monthly progress report specifying the activities of the previous month and the planned activities for the next month. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(2) PAYMENT SCHEDULE

The Authority shall issue payment to the Provider within forty-five (45) calendar days after receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within forty-five (45) days of receipt of the invoice. If such objection or exception remains unresolved at the end of the forty-five (45) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

8.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE AUTHORITY

In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Provider for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Provider in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

8.5 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the Authority suspends the Provider's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Provider for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

8.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES

In the event the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Provider shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

9.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the

Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

10.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information,

and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

11.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of

security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airport's Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

12.0 ASSIGNMENT, TRANSFER AND SUB-CONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to

serve as sub-contractors to Provider in connection with the Provider's performance of services and work under the requirements of this Agreement.

13.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors or assigns during or after the performance of this Agreement.

14.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. program or the requirements of 49 CFR Part 26.

15.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE)

The Provider or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider 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 Port Authority deems appropriate.

16.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of

Florida. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company or companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to Authority, on a timely basis, if required by Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. These Certificates and policies shall contain provisions that advance written notice by registered or certified mail shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of Provider shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to this Project and shall include a waiver of subrogation in favor of Authority.

The acceptance by Authority of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

No work shall commence under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED

Before starting and until acceptance of the work by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.3, inclusive below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions. On all insurance policies where Authority is named an additional insured, Authority shall be additionally insured to the full limits of liability, regardless of the minimum coverage amounts stated for this Agreement. In addition, all insurance coverages described below may be reevaluated and increased or decreased by Authority at any time during the term of this Agreement.

16.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Independent Contractors, Broad Form Property Damage including Products and Completed Operations, and Personal Injury Coverages. Provider must maintain Completed Operations Coverage for any project under this Agreement for not less than five (5) years following completion and acceptance of all work by Authority. Limits of coverage shall not be less than the following for Bodily

Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Specific Project Aggregate Limits	Same As Above

Any work performed Airside will require a minimum of \$5,000,000 in liability coverage. If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

16.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage \$1,000,000 Combined Single Limit

16.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Employer's Liability \$1,000,000 Each Accident/\$1,000,000 Policy Limit
Worker's Compensation Florida Statutory Requirements

The insurance company shall waive its Rights of Subrogation against Authority.

16.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the

completion of the work, renewal Certificates of Insurance on an acceptable form and certified, true copies of the renewal policies, if requested by Authority, shall be furnished them thirty (30) days prior to the date of expiration.

16.2.5. Failure to Maintain Insurance Coverage - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

17.0 DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

18.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.

- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

19.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as layouts and copy in draft or final form, photographs, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

20.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5)

years from the date of termination of this Agreement, or for such period as required by law.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Authority deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider and at the expense of the Authority.

21.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise with, or any rights in favor of, any third party.

22.0 APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

23.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

24.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, 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.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

25.0 COVENANTS AGAINST DISCRIMINATION

25.1 DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider

agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

25.2 Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within forty-five (45) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

25.3 Incorporation of Provisions. Provider shall include the provisions of paragraphs 25.1 through 25.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

26.0 E-VERIFY

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

26.1. All persons employed by Provider during the term of this Agreement

26.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

27.0 HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

28.0 NOTICES AND ADDRESSES

28.1 NOTICES BY PROVIDER TO AUTHORITY

All notices required and/or made pursuant to this Agreement to be given to the Provider to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Attention: Airport Executive Director

28.2 NOTICES BY AUTHORITY TO PROVIDER

All notices required and/or made pursuant to this Agreement to be given by the Authority to the Provider shall be made in writing and shall be given by the United States Postal Service, to the following Provider's address of record:

JOHNSON CONTROLS, INC.
3802 Sugar Palm Drive
Tampa, FL 33619
Attention: Bryan Roberts, Area Service Manager

28.3 CHANGE OF ADDRESS

Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

29.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

30.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

The Provider may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or not accept, the termination request submitted by the Provider, and no such termination request submitted by the Provider shall become effective until Provider is notified, in writing, by the Authority of its acceptance. If the Provider is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Provider or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the directions of the Authority's designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the Authority may, without prejudice to any other right or remedy, and after giving the Provider written notice, terminate this Agreement.

31.0 TERMINATION UNDER SECTION 287.135 F.S. (2011)

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under Section 287.135(5) F. S.

(2011) or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135 F. S. (2011); has engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

32.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

33.0 AMENDMENTS

The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

34.0 MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) or Supplemental Task Authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or Supplemental Task Authorization(s), the latest executed Amendment(s) or Supplemental Task Authorization(s) shall take precedence.

35.0 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

APPROVED AS TO FORM:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

JOHNSON CONTROLS, INC.

[Signature]
Witness

[Signature]
Signature

[Signature]
Witness

By: Lindsay Allgeyer
Printed Name

SEAL

Branch Service Manager
Title

I:\DOCS\FMA\005294\11L8098.WPD



EXHIBIT "A"

SCOPE OF SERVICES

A. Centrifugal Chiller System Quarterly and Annual Preventative Maintenance

Provider shall perform four (4) Quarterly Preventative Maintenance (PM) Service and Inspections of the Centrifugal Chillers and related systems as scheduled with the Authority's Maintenance Department. One (1) of the Quarterly Inspections (typically in January to March of each year) will be considered an Annual Service and Inspection, and, in addition to the quarterly service and inspection items, will also incorporate applicable comprehensive service and inspection items for chillers and related systems, as detailed below.

A checklist of all inspections and tests performed (as listed below) shall be supplied to the Authority's Maintenance Department, with electronic checklists the preferred method of submittal. The Provider shall be responsible to maintain the chillers (main body and components attached to the body), ancillary components (including but not limited to refrigerant monitors, evacuation system, evaporators, pumps, variable frequency drives, motors, couplings, piping, heat exchangers, filtration systems, etc., generally located in, around, or immediately adjacent to the Airport's Chiller Building) in a manner that promotes the optimal, efficient, and fully functional operation of the chillers/systems in accordance with the OEM manufacturer's and industry standards.

The Chiller Building is located at 15001 Service Road (Terminal Deliveries), off our Regional Lane just west of the main terminal building at the Southwest Florida International Airport (RSW).

The Provider shall perform the following items during the Quarterly preventative maintenance PM service and inspections:

1. Quarterly Chiller System PM Service and Inspection Tasks - Operational Checks:
 - (a) Check with the Authority's Maintenance representative for operational deficiencies, observations, or concerns by chiller or related system component
 - (b) Check for proper water flow
 - (c) Check and log system pressures, temperatures, and hours of operation by chiller S/N
 - (d) Check refrigerant charge
 - (e) Check compressor oil level(s)
 - (f) Check capacity control
 - (g) Check oil heater
 - (h) Check operation of purge (if applicable)
 - (i) Visually inspect for refrigerant and oil leaks
 - (j) Check for unusual noise and vibration

- (k) Check overall condition of unit
- (l) Clean area around equipment
- (m) Complete required maintenance checklists; submit written inspection report with observations to the Authority's Maintenance representative.

2. Annual Chiller System PM Service and Inspection Tasks - Comprehensive:

In addition to the items performed as part of a Quarterly Preventative Maintenance (PM) Service and Inspection, the following tasks are to be provided and performed as part of the Annual PM Service and Inspection. The Annual PM Service and Inspection is normally scheduled in or around January of each year to coincide with relatively moderate climate.

Centrifugal Chiller:

- (a) Check and record refrigerant level, inspect for leaks and record results
- (b) Calculate refrigerant loss (if applicable) and report to Maintenance
- (c) Repair minor leaks as required (e.g. valve packing, flare nuts, tighten and connect)
- (d) Remove condenser head assembly, visually inspect condenser tubes for cleanliness (Maintenance may authorize at-risk use of on-site gantry, hoist, and lift as necessary)
- (e) Check vanes for free and smooth operation
- (f) Check capacity control and mechanical linkages for wear
- (g) Check and clean out the Pneumatic air dryer as per manufacturers specifications

Controls and Safeties:

- (a) Verify all settings in the electronic control panel, and inspect for cleanliness
- (b) Inspect wiring and connections for tightness, signs of overheating and discoloration
- (c) Verify the operation of the vane control system
- (d) Verify the working condition of all indicator/alarm lights and LED/LCD displays
- (e) Verify operation of oil sump and temperature control device
- (f) Test high condenser pressure safety device - calibrate and record setting
- (g) Test low evaporator temperature safety device - calibrate and record setting
- (h) Test low oil pressure safety device - calibrate and record setting
- (i) Test high motor temperature safety device - calibrate and record setting
- (j) Test operation of chilled water pump/condenser water pump starter auxiliary contacts
- (k) Check control sequence upon starting of the chillers

Lubrication System:

- (a) Measure and record the oil pump voltage and amperage
- (b) Verify operation of oil heater - measure amps, compare reading with heater watt rating
- (c) Change the oil filter and dryer
- (d) Verify the oil level

Motor and Starter:

- (a) Clean the starter and cabinet
- (b) Inspect wiring and connections for tightness, signs of overheating and discoloration
- (c) Check condition of the contacts for wear and pitting
- (d) Check contactors for free and smooth operation
- (e) Check mechanical linkages for wear, security, and clearances
- (f) Check tightness of the motor terminal connections
- (g) Meg the motor and record reading
- (h) Verify the operation of the electrical interlocks
- (i) Maintain current set points and advise Maintenance of any recommended changes

Variable Frequency Drives (VFD):

- (a) Record and report abnormal conditions, measurements taken, etc.
- (b) Review operating logs with the Authority's Maintenance representative to identify potential problems and review operating trends
- (c) Inspect wiring and connections for tightness, signs of overheating and discoloration
- (d) Visually inspect panel for loose or damaged components or wiring, and check for accumulation of dirt, contaminants, and/or moisture
- (e) Verify proper operation of the VFD unit
- (f) Verify proper DC buss voltage

B. Marley Cooling Tower System Quarterly and Annual Preventative Maintenance

Provider shall perform four (4) Quarterly Preventative Maintenance (PM) Service and Inspections of the Marley Cooling Towers (Marley Cooling Technology MS3-2424 Cooling Tower, Three (3) Cell, 10,800 GPM, to include four (4) Condenser pumps and pump motors [one per cell, plus a spare in cell #2]), as scheduled with the Authority's Maintenance Department. One (1) of the Quarterly Inspections (typically in January to March of each year) will be considered an Annual Service and Inspection, and, in addition to the quarterly service and inspection items, will also incorporate applicable comprehensive service and inspection items for chillers and related systems, as detailed below.

A checklist of all inspections and tests performed (as listed below) shall be supplied to the Authority's Maintenance Department, with electronic checklists as the

preferred method of submittal. The Provider will be responsible to maintain the cooling towers in a manner that promotes the optimal, efficient, and fully functional operation of the cooling towers in accordance with the manufacturer's and industry standards.

The Provider will not be expected to clean the cooling towers, fill basins, strainers, or related cooling tower surfaces as part of the Preventative Maintenance services requested as part of this Bid, except and to the extent the Authority's representative may request such services as an additional task to be performed on a time and materials basis as provided for in the Agreement. The Authority's Maintenance Department will be responsible for performing these cleaning services for the cooling tower system and associated surfaces.

The Provider shall perform the following items during the Quarterly preventative maintenance PM service and inspections:

1. Quarterly Cooling Tower PM Service and Inspection Tasks - Operational Checks:
 - (a) Check with the Authority's Maintenance representative for operational deficiencies, observations, or concerns by cooling tower or related system component
 - (b) Check the general condition of the tower
 - (c) Verify clean basins and strainers
 - (d) Verify proper water level in the basin
 - (e) Verify proper operation of the water level control device
 - (f) Verify smooth operations of the fans
 - (g) Verify proper operation of the bypass valves, if applicable
 - (h) Complete required maintenance checklists; submit written inspection report with observations to the Authority's Maintenance representative
2. Annual Cooling Tower PM Service and Inspection Tasks - Comprehensive:

In addition to the items performed as part of a Quarterly Cooling Tower PM Service and Inspection, the following tasks are to be provided and performed as part of the Annual Cooling Tower PM Service and Inspection. The Annual PM Service and Inspection is normally scheduled in or around January to coincide with the relatively moderate climate.

Cooling Towers:

- (a) Disassemble all screen and access panels for inspection
- (b) Inspect the condition of the lower fill
- (c) Inspect the condition of the support structure
- (d) Inspect the condition of the basins (upper and lower) and/or spray nozzles
- (e) Verify clean basins and strainers (cleaning performed by Airport Maintenance)
- (f) Verify the condition and operation of the basin fill valve system
- (g) Inspect gearbox for leaks

- (h) Inspect drive and coupling for condition and security
- (i) Check fan assembly for condition, security and clearances (e.g. blade tip clearance)

Motor and Starter:

- (a) Clean the starter and cabinet
- (b) Inspect wiring connections for tightness and signs of overheating and discoloration
- (c) Check condition of the contacts for wear and pitting
- (d) Check contactors for free and smooth operation
- (e) Lubricate motor bearings
- (f) Check gearbox oil level
- (g) Meg the motor and record reading
- (h) Check disconnect terminal for wear, tightness, overheating and/or discoloration

C. Optional Fixed Price Diagnostic and Maintenance Services:

The Provider shall furnish a fixed price to provide and perform the following optional chiller system diagnostic and maintenance services. These services will be individually authorized, or deferred, as deemed appropriate by the Authority's Maintenance Department on an as-needed basis, in consideration of manufacturer's and industry standards, information recorded on the Quarterly PM service and inspection reports, the approved operating budget for such services and related factors. Any such authorization will be made in writing and signed by an authorized party for the Authority and the Provider.

The results of the authorized diagnostic tests shall be compared to the severity levels established by JCI/York® Machine Databases (or other acceptable standard/database), and trended to determine the overall condition. It is anticipated that the following optional fixed price tasks will typically be performed annually to coincide with the Annual PM Service and Inspection in or around January.

1. Vibration Analysis – Chillers

Chiller vibration analysis will be conducted, as authorized, with vibration measurements collected in a vertical, horizontal, and axial direction using an accelerometer and vibration data collector to establish a baseline trend, and will be charted and compared with manufacturer's specifications. This analysis shall only be performed by properly certified technicians of the Provider, and consistent with ISO Standard 10816. Vibration analysis measurements collected will be reviewed by a certified Vibration Analyst, depicted on a trend chart and furnished to the Authority's Maintenance Department upon completion of each service, along with a written report identifying any discrepancies or predictive recommendations relating to system internal components.

2. Brushing of Condenser and/or Evaporator Tubes – Chiller

Brushing of Condenser (1,234 tubes) and/or Evaporator (1,009 tubes) Tubes will be conducted, as authorized and preferably prior to or in conjunction with any planned/authorized Eddy Current Testing services, by properly certified technicians. The Provider will utilize an automated tube brushing system with manufacturer-approved nylon-bristled brushes to mechanically clean the tubes to remove mud, algae, sludge, and loose materials, and then flushed with clean water, consistent with the manufacturer's recommended process. It is anticipated these services will be performed as determined necessary as part of the Annual PM Service and Inspection while the Chiller end caps have been removed for the respective chillers. The Provider must also perform all preparatory tasks to perform the condenser and evaporator tube brushing, to include removal and reinstall the end caps, provisions for rigging, replacement of insulation for the evaporators as necessary, and any other tasks required to perform the Work.

3. Eddy Current Testing – Chillers (Evaporator and Condenser)

Eddy Current Testing will be conducted, as authorized, on 100% of the condenser tubes, and/or on 100% of the evaporator tubes, by properly certified technicians of the Provider. It is anticipated these services will be performed every one to three years on each component, alternating between the condenser and evaporator, as determined necessary. A report will be furnished to the Authority's Maintenance Department following each service, and the decibel (dB) difference will be compared to previous levels to establish a trend and determine the final severity, and depicted on charts to identify any discrepancies by tube or group of tubes, as applicable.

4. Oil Analysis – Chillers

Properly certified Provider technicians shall collect an oil sample while the chiller is operating and submit to a properly certified and licensed laboratory specializing in such services to detect acid content and discoloration, as well as high moisture content using the Karl Fischer method. A spectroscopic analysis shall also be performed using an emission spectrometer to identify wear and corrosion particles, contaminants, and metallic oil additives, with results reported in parts per million (ppm). A viscosity test shall be performed in accordance with Modified ASTM D445. The Total Acid Number (TAN) shall be determined by a Modified ASTM D974 for wax free (WF) oils and by a Modified ASTM D664 for metallic anti-wear/detergent (DTE type) oils. Technicians should also monitor oil filters for pressure drop and change them during the recommended oil change or if the pressure drop is outside of tolerance.

5. Refrigerant Analysis – Chillers

Properly certified Provider technicians will collect a refrigerant sample in accordance with EPA recovery guidelines and submit to a properly certified and licensed laboratory specializing in such services, where it will be

analyzed to determine high boiling residue, total acid number, purity, particulates, chlorides, and moisture content. The results will be compared to Air Conditioning and Refrigerant Institute (ARI) standards and manufacturer specifications, and a written report identifying any discrepancies or recommendations will be furnished to the Authority's Maintenance Department following each service.

6. Vibration Analysis – Cooling Tower

Cooling tower vibration analysis will be conducted, as authorized, with vibration measurements collected to establish a baseline trend, and charted to compare with manufacturer's specifications. Vibration analysis measurements collected will be reviewed by a certified Vibration Analyst, depicted on a trend chart and furnished to the Authority's Maintenance Department following each service, along with a written report identifying any discrepancies or predictive recommendations relating to system internal components.

7. Laser Shaft Alignment – Cooling Tower

Properly certified Provider technicians shall measure the shaft alignment for the cooling towers at each coupling in accordance with manufacturer's specifications, utilizing industry standard alignment measuring equipment, and calculate any correction necessary to properly align the machine units.

This service will preferably be accomplished prior to or in conjunction with any authorized cooling tower vibration analysis services, as authorized.

D. Additional Services

1. Building Automation System (BAS) Operating – Additional Services - Metasys

The Airport's HVAC/Chiller system, among other systems, is controlled by the Johnson Controls, Inc., (JCI) *Metasys*© (currently *Metasys* Version 6.0.0.9000, Graphics Version 1.2.0.1180 2003-20012 Johnson Controls, Inc.) Building Automation System (BAS). At least one of the Bidder's Technician(s) must demonstrate and include in the Bid evidence of at least two (2) years experience in the operation of the *Metasys* BAS at a facility of similar size and complexity as that in use at the Southwest Florida International Airport.

At a minimum, each Bidder's Technician(s) shall furnish evidence satisfactory to the Authority's Maintenance Department of completion of the *Metasys* Operations Concentration courses at an approved JCI institute, or other acceptable training comparable to the following JCI Training Institute HVAC/BAS/*Metasys* courses:

(a) JCI Training Institute Course 210, HVAC Mechanical Systems;

- (b) JCI Training Institute Course 215, Fundamental Controls Strategies for HVAC Systems
- (c) Any of the following JCI *Metasys* Facility Operator Courses, or other comparative coursework acceptable to Authority— JCI Course number(s) 300A, 350, 388, and/or 389; JCI 381 *Metasys* HVAC ACS Operations/Troubleshooting; JCI 365 *Metasys* DX-9100 Operations Troubleshooting; or JCI 4703 *Metasys* FEC Operations/Troubleshooting.

It is the position of the Authority's Maintenance Department that it is essential that the Provider and designated Technicians maintain a high level of knowledge to properly and effectively operate the airport's *Metasys* building automation system controls in order to effectively provide and perform the services as specified in this Request for Bids. The awarded Bidder will be expected to continue to earn Continuing Education Units (CEU's) to maintain currency on the related HVAC/*Metasys* controls systems.

2. Supplemental Equipment/Systems and Other Additional Services

The Authority, at its discretion, may request the Provider perform certain Additional or Project Services as authorized by the Authority's Contract Management Department in writing which may involve extraordinary labor or material resources, and/or goods and services which may not be specifically provided for in the defined scope of services for all Lee County Port Authority HVAC, Chillers, Cooling Towers, and building automation controls systems. Such tasks may include, but shall not be limited to repair and/or replacement of certain system parts, components, or equipment necessitated by extraordinary vandalism, accidental damage, source power malfunctions, wear and tear, or natural causes; installation of additional controls, components, or support and safety devices; minor system adjustments, modifications, or additions; or, special monitoring, repairs, enhancements, or processing services related to the operation and maintenance of the chillers, cooling tower, and related systems covered under the Agreement. The Provider may be requested to furnish an estimate for such services including a description, scope of work and the anticipated time, materials, non-standard equipment, and/or subcontractor support required to perform such services, at the approved contract rates.

In the event the Authority requests the Provider to furnish an estimate to provide and perform system Preventative Maintenance (PM) and/or Fixed Price Diagnostic and/or Maintenance Services on chillers, cooling tower, or building controls/automation systems beyond those located in and around the RSW Airport Chiller Building, negotiations for such services will be based on the estimated hourly cost to perform such PM services on the primary covered systems on a per chiller or component basis. The estimated time will consider the requested scope of services for the added chiller systems; the size, tonnage, and configuration of the systems; any added or reduced PM tasks; material and equipment requirements; mobilization and site access factors; manufacturer's recommendations and industry standards;

and, other relevant PM factors, as determined reasonable and appropriate by the Authority's Maintenance and Contract Management Departments.

Unless the Provider can demonstrate quantifiable additional expenses related to performing such services on the added chiller, cooling tower, building automation or related component systems, an application of the proportional estimated hourly rate for any specific service may apply; however, in no event shall the unit rate exceed ten (10%) of the per chiller rate charged to perform such service on the primary covered chiller systems, and in some cases the unit rate may be lower than the per chiller rate to perform such service on the primary covered system, as deemed appropriate by the Authority's Maintenance and Contract Management Departments.

In the event the Provider and the Authority's representatives cannot reach a mutually agreeable unit rate for performing similar services on the planned additional chiller systems, the Authority may authorize the Provider to perform individual PM or other services at the established contract additional service time and material rates; or, the Authority will solicit quotes from other vendors to perform such services. All other contract hourly rates, fees, and markups, etc., shall remain in effect. Additional services may involve separate purchase orders and invoicing, as appropriate.

EXHIBIT "B"

COMPENSATION SCHEDULE

1.0 PREVENTATIVE MAINTENANCE SERVICES

- A. Total **Yearly** Fixed Cost For Chiller and Related System **Quarterly [3x] Plus Annual [1x] Preventative Maintenance ("PM") Services** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:

\$1,523.75 / Quarter (based on \$6,095.00 Total Annual Cost)

(To Be Paid Quarterly Upon Satisfactory Completion of the PM Service and Inspection and Submittal of Required Invoice/Forms/Reports to Authority)

- B. Total **Yearly** Fixed Cost For Cooling Tower **Quarterly [3x] Plus Annual [1x] Preventative Maintenance Service** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Towers:

\$821.00 / Quarter (based on \$3,284.00 Total Annual Cost)

(To Be Paid Quarterly Upon Satisfactory Completion of the PM Service and Inspection and Submittal of Required Invoice/Forms/Reports to Authority)

- C. Additional Services Fixed Labor Rates (Regular Hours):

Chiller Technician \$ 115.00 / Hour

Metasys BAS Technician \$ 123.00/ Hour

- D. Percentage Markup or Discount from **Manufacturer List Price** for **Manufacturer-Furnished Replacement Parts/Materials**: 10% Discount

- E. Percentage Markup or Discount from Provider Cost for **Non-Manufacturer Replacement Parts/Materials**: 25% Markup

- F. Percentage Markup from Provider Cost for **Subcontractor and Equipment Rental Services**: 5% Markup

(Markups apply to the part/service only - sales tax/delivery fees to be invoiced as a direct pass through)

2.0 OPTIONAL FIXED PRICE DIAGNOSTIC AND MAINTENANCE SERVICES

- A. Total Fixed Cost for **Vibration Analysis Service on the Chillers** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:
\$444.00 per Chiller, or \$1,332.00 for all Three [3] Chillers
- B. Total Fixed Cost for **Brushing of Chiller Condenser (1,234) Tubes** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:
\$1,823.00 per Chiller, or \$5,469.00 for all Three [3] Chillers
- C. Total Fixed Cost for **Brushing of Chiller Evaporator (1,009) Tubes** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:
\$2,253.33 per Chiller, or \$6,760.00 for all Three [3] Chillers
- D. Total Fixed Cost for **Eddy Current Testing Chiller Condensers** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:
\$2,146.67 per Chiller, or \$6,440.00 for all Three [3] Chillers
- E. Total Fixed Cost for **Eddy Current Testing Chiller Evaporators** (Incl. all Labor, Material, and Delivery Costs, etc.) - 3 Chillers:
\$1,934.67 per Chiller, or \$5,804.00 for all Three [3] Chillers
- F. Total Fixed Cost for **Oil Analysis Service on the Chillers** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:
\$160.00 per Chiller, or \$480.00 for all Three [3] Chillers
- G. Total Fixed Cost for **Refrigerant Analysis Service on the Chillers** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Chillers:
\$378.67 per Chiller, or \$1,136.00 for all Three [3] Chillers
- H. Total Fixed Cost for **Vibration Analysis Service on the Cooling Towers** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Towers:
\$230.00 per Cooling Tower Cell, or \$690.00 for all Three [3] Active Cells
- I. Total Fixed Cost for **Cooling Tower Laser Shaft Alignment Service Towers** (Incl. all Labor, Materials, and Delivery Costs, etc.) - 3 Towers:
\$633.33 per Cooling Tower Cell, or \$1,900.00 for all Three (3) Active Cells

(Each of the Above Diagnostic/Maintenance Services to be Paid

Upon Satisfactory Completion of the Requested Service and Submittal of Required Invoice/Forms/Reports to the Authority. Authority reserves the Right to Authorize these Services on a Single Unit/Chiller/Cell basis, as appropriate, at the Prorated Rate for such Service)

CERTIFICATE OF

EXHIBIT "C"

INSURANCE

In consideration of the premiums charged on of insurance is issued to the certificate holder shown below. afforded by the policies listed below except as shown below:

the insurance policies shown in this certificate, this certificate This certificate does not amend, extend or alter the coverage



LEE COUNTY PORT AUTHORITY

COMPANIES AFFORDING COVERAGE


Name and Address of Agency	COMPANY LETTER	A
	COMPANY LETTER	B
Name and Address of Insured	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until **after 30 days** written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that **30 days** written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate Products Comp/Ops Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one Fire) Medical Expense (Any one Person) Specific Project*		
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury and Property Damage Combined	Each Accident \$ \$ \$ \$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence \$	Aggregate \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory (Each Accident) (Disease-Policy Limit) (Disease-Each Employee)	\$ \$ \$	
	OTHER						

- Contractual Liability Coverage
- Description of Contract:
- The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:
- The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
- Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

 <p>Lee County Port Authority 11000 Terminal Access Road Suite 8671 Fort Myers, Florida 33913</p>	<p>Name and Address of Certificate Holder Date Issued: _____ Authorized Representative: _____ Address: _____ Telephone #: _____</p>
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Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Bid (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # 1 Date: 12/13/2018 Addendum # _____ Date: _____
Addendum # 2 Date: 12/18/2018 Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 180 days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

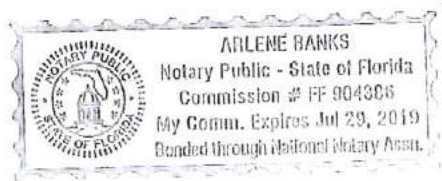
Johnson Controls
NAME OF BUSINESS
Bryan Roberts
AUTHORIZED SIGNATURE
Bryan Roberts, Area Service Manager
NAME, TITLE, TYPED
39-0380010
FEDERAL IDENTIFICATION #

3802 Sugar Palm Dr
MAILING ADDRESS
Tampa, FL 33619
CITY, STATE & ZIP CODE
813-635-2211/813-635-2276
TELEPHONE NUMBER / FAX NUMBER
bryan.l.roberts@jci.com
EMAIL ADDRESS

State of: Florida
County of: Hillsborough

This foregoing instrument was acknowledged before me this 19th day of December, 2018, by Bryan Roberts, who is personally known to me or produced _____ as identification.

Banks FF 904386
Signature of Notary Serial/Commission No.





FORM 2 - OFFICIAL BID FORM

BID NO. RFB 19-02

BIDDER'S NAME: Johnson Controls

DATE: **DECEMBER 27, 2018**

TIME: **2:00 P.M. LOCAL TIME**

Purchasing
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

1. The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the Bid documents, including but not limited to, General Information & Conditions, Special Instructions and Requirements, Project Information & Requirements and Project Scope and Specifications, and having fulfilled bid requirements herein, agree to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

RFB 19-02, REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS, AND RELATED SYSTEMS FOR THE LEE COUNTY PORT AUTHORITY

in full accordance with the specifications prepared in accordance with the Authority Bids, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the Contract, to complete the said work within the time limits specified for the total Bid price awarded, which is based on the following Bid schedule:

PREVENTATIVE MAINTENANCE SERVICES:

- A. Total Fixed Cost for a **Quarterly Chiller** and Related System **Preventative Maintenance Service** (Incl. all Labor, Materials, and Delivery Costs, etc.) – for 3 Chillers A. \$ 1071.00
- B. Total **Quarterly** PM Cost per Year: [B = A x 3 (quarters)] B. \$ 3213.00
- C. Total Fixed Cost for an **Annual Chiller** and Related System **Preventative Maintenance Service** (Incl. all Labor, Materials, and Delivery Costs, etc.) –for 3 Chillers C. \$ 2882.00



FORM 2 - OFFICIAL BID FORM (continued)

D. Total Yearly Fixed Cost For Chiller and Related System
Quarterly [3x] Plus Annual [1x] Preventative
Maintenance Services (Incl. all Labor, Materials,
and Delivery Costs, etc.) – for 3 Chillers [D = B + C] D. \$ 6095.00

(in writing) Six Thousand Ninety Five and 00/100 Dollars

(The above PM services will be invoiced quarterly, upon completion, at 25% of the Total Yearly Fixed Cost)

E. Total Fixed Cost for a Quarterly Cooling
Tower Preventative Maintenance Service (Incl. all
Labor, Materials, And Delivery Costs, etc.) – for 3 Towers E. \$ 685.00

F. Total Quarterly PM Cost per Year: [F = E x 3 (quarters)] F. \$ 2055.00

G. Total Fixed Cost for an Annual Chiller and Related
System Preventative Maintenance Service (Incl. all
Labor, Materials and Delivery Costs, etc.) – for 3 Towers G. \$ 1229.00

H. Total Yearly Fixed Cost For Cooling Tower Quarterly [3x] Plus
Annual [1x] Preventative Maintenance Service (Incl. all Labor,
Materials, and Delivery Costs, etc.) – for 3 Towers [H = F + G] H. \$ 3284.00

(in writing) Three Thousand Two Hundred Eighty Four and 00/100 Dollars

(The above PM services will be invoiced quarterly, upon completion, at 25% of the Total Yearly Fixed Cost)

I. Additional Service **Fixed Labor Rates** (Regular Hours):

1. Chiller Technician II. \$ 115.00 / Hour

(in writing) One Hundred Fifteen and 00/100 Dollars / Hour

2. Metasys BAS Technician II. \$ 123.00 / Hour

(in writing) One Hundred Twenty Three and 00/100 Dollars / Hour

(The above Fixed Labor Rates estimated to be 186 hours for Chiller Technician and 48 hours for Metasys BAS Technician)

J. Percentage Markup or Discount from Manufacturer List Price
for Manufacturer-Furnished Replacement Parts/Materials: J. 10 % Discount

(in writing) Ten % Discount

(Approximation is estimated at \$10,000.)



FORM 2 - OFFICIAL BID FORM (continued)

K. Percentage Markup or Discount from Contractor Cost for
Non-Manufacturer Replacement Parts/Materials: K. 25 % Markup
(in writing) Twenty Five % Markup
(Approximation is estimated at \$5,000.)

L. Percentage Markup from Contractor Cost for
Subcontractor and Equipment Rental Services: L. 5 %
(in writing) Five %
(Approximation is estimated at \$5,000.)

(Markups apply to the part/service only - sales tax/delivery fees to be invoiced as a direct pass through.)

OPTIONAL FIXED PRICE DIAGNOSTIC AND MAINTENANCE SERVICES:

M. Total Fixed Cost for Vibration Analysis
Service on the Chillers (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Chillers M. \$ 1332.00
(in writing) One Thousand Three Hundred Thirty Two and 00/100 Dollars

N. Total Fixed Cost for Brushing of Chiller
Condenser (1,234) Tubes (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Chillers N. \$ 5469.00

O. Total Fixed Cost for Brushing of Chiller
Evaporator (1,009) Tubes (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Chillers O. \$ 6760.00

P. Total Average Fixed Cost for Brushing of Chiller AND
Evaporator Tubes (Incl. All Labor, Materials, and Delivery
Costs, etc.) - for 3 Chillers [$P = (N+O)/2$] P. \$ 6114.50
(in writing) Six Thousand One Hundred Fourteen and 50/100 Dollars

Q. Total Fixed Cost for Eddy Current Testing Chiller
Condensers (Incl. All Labor, Materials, and Delivery
Costs, etc.) - for 3 Chillers Q. \$ 6440.00

R. Total Fixed Cost for Eddy Current Testing
Chiller Evaporators (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Chillers R. \$ 5804.00



FORM 2 - OFFICIAL BID FORM (continued)

S. Total Average Fixed Cost for Eddy Current Testing
Chiller Condensers AND Evaporators (Incl. All
Labor, Materials, And Delivery Costs, etc.) [$S = (Q+R)/2$] S. \$ ~~6022.00~~

\$6,122.00 *Jed*
INITIAL

(in writing) Six Thousand Twenty Two and 00/100 Dollars
one hundred

T. Total Fixed Cost for Oil Analysis
Service on the Chillers (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Chillers T. \$ 480.00

(in writing) Four Hundred Eighty and 00/100 Dollars

U. Total Fixed Cost for Refrigerant Analysis
Service on the Chillers (Incl. All Labor,
Materials, And Delivery Costs, etc.) -for 3 Chillers U. \$ 1136.00

(in writing) One Thousand One Hundred Thirty Six and 00/100 Dollars

V. Total Fixed Cost for Vibration Analysis
Service on the Cooling Tower (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Towers V. \$ 690.00

(in writing) Six Hundred Ninety and 00/100 Dollars

W. Total Fixed Cost for Laser Shaft Alignment
Service on the Cooling Tower (Incl. All Labor,
Materials, And Delivery Costs, etc.) - for 3 Towers W. \$ 1900.00

(in writing) One Thousand Nine Hundred and 00/100 Dollars

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]



FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Hillsborough

Bryan Roberts
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of Johnson Controls, Inc. (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

[Signature]
AFFIANT

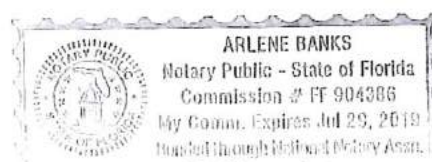
The foregoing instrument was acknowledged before me on December 19, 2018, by Bryan Roberts (name of person, officer or agent, title of officer or agent), of Johnson Controls (corporation or partnership, if applicable), a Milwaukee, WI (State of incorporation or partnership, if applicable), on behalf of the JCI (Corporation or partnership, if applicable). He/she is personally known to me or has produced _____ as identification.

[Signature]
Signature of person taking acknowledgment

BRYAN L ROBERTS
Name typed, printed, or stamped

Area Service Mgr.
(Title or rank)

[Signature] FF 904386
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: Johnson Controls, Inc.



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER'S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and has not engaged in "Boycott Israel" activities, as defined in Section 215.4725 (1)(a) Fla. Stat. (2016) that have resulted in bidder being placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[Signature]

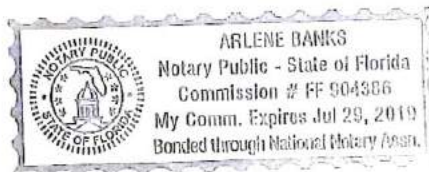
Notary Public
State of Florida
County of Hillsborough

Sworn to and subscribed before me this 19th day of December, 20 18,
by Bryan Roberts who produced the following as identification
(Type of identification) or is personally known to me. My Commission
Expires July 29, 2019

[stamp or seal]


[Signature of Notary Public]

Arlene Banks
[Typed or printed name]





FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years *and* has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

_____ (in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

Johnson Controls
2900 South Horseshoe Drive
Suite 1300
Naples, FL 34104

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance No. 08-26.



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Bryan Roberts Printed Name
Area Service Manager Title
[Signature]
Signature

Notary Public – State of Florida

County of Hillsborough

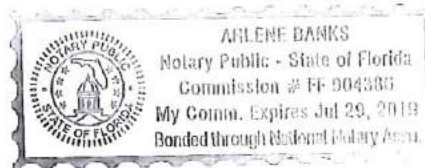
Sworn to and subscribed before me this 19th day of December, 20 18

Personally known or produced identification _____

My Commission Expires July 29, 2019

(Type of identification) [Signature]

Printed, typed or stamped commissioned name of Notary Public





FORM 7: PROFESSIONAL REFERENCES

References

Bidders are required to provide this reference request form to a minimum of three firms with whom they have recently completed a similar project. **DO NOT** use current Lee County Port Authority employees as references.

References **ARE NOT** to be submitted with Bidder's Request for Bid package; the firm providing the reference will return this form via email directly to the Purchasing Agent listed on the form.

It is the bidder's responsibility to confirm directly with the requested references that their required forms have been submitted. **DO NOT** contact the Port Authority directly to request if references have been submitted.

- 1) Bidder to complete:
 - a) Section 1 – Reference Respondent information;
 - b) Section 2 – Your Firm Name and Project Name

- 2) Referencing Firm to complete Section 3; complete reference check form, additional pages may be used if needed and submit form **DIRECTLY** to Lee County Port Authority Purchasing Agents email listed on form. References should not be returned by the Consultant.

A minimum of three (3) reference responses are required.

Failure to have references submitted directly to Lee County Port Authority Purchasing Agents email, on or before the due date noted on the Reference Check form, may cause your firm to be considered nonresponsive.



LEE COUNTY PORT AUTHORITY
LEE COUNTY, FLORIDA

ADDENDUM #1
ISSUED DECEMBER 13, 2018

**RFB #19-04 REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS AND
RELATED SYSTEMS FOR THE LEE COUNTY PORT AUTHORITY**

Firms and other interested parties are officially informed that the above-referenced Request for Bids is hereby revised, changed, and supplemented as set forth in the following pages.

Incorporation of this addendum must be acknowledged on the Bidder's Certification Form.

Questions:

1. **On Page 23 of RFB #19-02 – The BAS requirements of JCI, Metasys technicians certifications is clearly defined – Essentially the way the criteria is written eliminates or disqualifies all local or independent mechanical contractors from the competitive bids process of this RFB, with the exception of JCI. Could the RFB #19-02 have an addendum written for the option of the bidding contactor(s) to subcontract the Building Automation Services portion of RFB to Johnson Controls (JCI)? Or could the BAS services be placed on another RFB? Over the last 4 years I have bid and been awarded many Federal, State and Local Government RFBs/RFQs that have made the same allowances, can you advise if a consideration can be made?**
 - a. The JCI *Metasys* Operations Concentration courses are available to the general public at several locations (including Tampa, FL) associated with the JCI Institute, and such courses are not exclusive to JCI employees or associates. Considering the Building Automation System (BAS) for the Southwest Florida International Airport is a JCI *Metasys* product, and this BAS is closely associated with and integral to the operation and functionality of the primary mechanical systems that are included as covered equipment in this Request for Bids, it is the position of the Authority that it is essential that the awarded Contractor and assigned Technicians maintain a high level of knowledge to properly and effectively operate the airport's *Metasys* BAS system in order to successfully perform the services requested in the RFB, and that this requirement is not unreasonable and does not disqualify any vendor from submitting a bid for such services.

Accordingly, the Authority is willing to make either of the following allowances for qualified vendors to comply with these course requirements:

- 1) Allow interested vendors to include in their bid a commitment to have a qualified technician complete the required *Metasys* courses and submit confirmation of completion of the courses prior to the planned start date of any resulting Service Provider Agreement (planned for June 1, 2019), subject to the imposition of reasonable liquidated damages or contract termination if the Contractor fails to



meet this requirement by the start date, as deemed appropriate by the Authority;
or,

- 2) Allow interested vendors to subcontract the specific BAS services to a fully qualified and experienced subcontractor, as may be approved at the sole discretion of the Authority as part of the bid review process, under the conditions that such subcontracted vendor comply with applicable contract terms and conditions, to include furnishing evidence of compliance with the experience and qualifications requirements as well as the *Metasys* course requirements as established in the RFB; and that the subcontractor comply with the service response requirements and relevant performance standards as set forth in the RFB; and that such subcontractor comply with the insurance requirements as set forth in the RFB, along with other applicable terms and conditions as deemed appropriate.

If the awarded Contractor, does not meet the *Metasys* course requirements via direct employees or through an approved subcontract, at the time of the commencement of the Service Provider Agreement in accordance with the RFB requirements and/or their submitted bid, the Authority reserves the right to terminate the contract and award the bid to the next lowest, responsive, responsible bidder; or, implement liquidated damages in an amount equivalent to the total value of the registration costs for the three (3) required *Metasys* courses (over 3 years, or up to \$2,250 annually at current registration rates) applied against the quarterly preventative maintenance costs as bid at a rate of fifty percent (50%) of the total amount invoiced until reaching the annual limit. Once imposed, liquidated damages will continue until such time as the Contractor furnishes evidence of successful completion of the required courses, or engages an acceptable approved subcontractor to perform such services. Any requirement for liquidated damages will be included in the Service Provider Agreement, as applicable.

2. Could you furnish or advise where I could obtain a copy of an equipment list that includes model numbers for the equipment that will be covered under the RFB?

- a. The description and model number for proposed covered equipment is described in Part D, Item 2, Covered Equipment, in the project scope and specifications for RFB 19-02. In addition, all prospective vendors had the opportunity to review and evaluate the equipment at the Chiller and Cooling Tower facilities following the Pre-Bid meeting on December 6, 2018.

3. Could you furnish or advise where I could obtain a copy of contract that was awarded for the previous contract period?

- a. The current contract, consisting of the original Service Provider Agreement and the First Amendment and Extension Agreement, are available by clicking the links from the Lee County Minutes Department below:

2014 Contract 03/11/14:

<https://minutes.leeclerk.org/isysquery/b34fe7ef-21e7-4d85-8ea2-d94df6d3c444/2/doc/DOCUMENTS/031114P/031114P-C4k-spa-johnson%20controls.pdf>

2017 Contract First Amendment and Extension 03/09/17:

<https://minutes.leeclerk.org/isysquery/b34fe7ef-21e7-4d85-8ea2-d94df6d3c444/1/doc/DOCUMENTS/030917P/030917P-C4j-First%20Amendment.pdf>



4. **What was the price for the previous awarded contract?**
 - a. See response to question #5 below.

5. **What were the total expenses for the previous contract?**
 - a. The total actual expenses for the current Service Provider Agreement over the previous three funding years (October 1 through September 30) are as follows:
 - FY 2017/18 \$ 31,275.53
 - FY 2016/17 \$ 44,339.59
 - FY 2015/16 \$ 68,694.43

6. **Can you provide oil sample analysis from chillers?**
 - a. Sample Oil Analysis Reports for all three Chillers at the Southwest Florida International Airport from a sample date of March 2018 are attached hereto.

END OF ADDENDUM

Incorporation of this addendum must be acknowledged on the Consultant's Certification Form 1.

Issued by: Melissa M. Wendel
Melissa M. Wendel, CPPO
Purchasing Manager
Lee County Port Authority

Attachments:

Distribution
Greg Hagen, Legal
Jeff Gray, Aviation
Brooke Green, Purchasing

Account Information

Lab Customer ID#: 210430
Company Name: Johnson Controls Inc - Branch N0C-362
Company Worksit: Tampa, FL
Company Address: 3802 SUGAR PALM DR
TAMPA, FL, 33619-1376
Unit Information
Unit ID: GFMC074412/CH #1
Unit Mfg: YORK
Unit Model: YKJGHD
Unit Serial #: SGMM999280
Unit Worksite: LEE CO PORT AUTHORITY-SWFIA

Sample Information

Lab No.: 201803151419
Sample Tracking #: NONE
Sample Date Mar 14, 2018
Received Date: Mar 15, 2018
Completed Date: Mar 16, 2018
Component Information
Cpnt. Description: COMPRESSOR
Cpnt. Mfg: YORK
Cpnt. Model: YDHG73DD
Cpnt. Serial #: GFMC074412
Cpnt. Type: CENTRIFUGAL COMPRESSOR

Other Sample Information

PO No.:
Work Order No.:
Reference No.: 2770715

Fluid Information

Fluid Manufacturer: YORK
Fluid Brand/Product: K
Fluid Grade:

Maintenance Recommendations for Lab No.: 201803151419

Evaluated By: Grant Dawson - Data Analyst

ANALYSIS INDICATES COMPONENT & LUBRICANT CONDITIONS ARE ACCEPTABLE. RESAMPLE at the next scheduled interval.

SPECTROCHEMICAL ANALYSIS IN PARTS PER MILLION																					
LAB NO.	SAMPLE DRAWN	Wear Metals										Contaminants			Additives						
		Iron	Chromium	Nickel	Aluminum	Lead	Copper	Tin	Silver	Titanium	Vanadium	Silicon	Sodium	Potassium	Boron	Molybdenum	Phosphorus	Zinc	Calcium	Barium	Magnesium
1419	03/14/18	<1	<1	<1	<1	<1	6	<1	<0.1	<1	<1	12	5	<1	<1	<1	<1	<1	<1	<1	<1
1396	06/08/17	1	<1	<1	<1	<1	7	<1	<0.1	<1	<1	10	<1	<1	<1	<1	1	<1	<1	<1	<1
2653	05/03/16	1	<1	<1	<1	<1	7	1	<0.1	<1	<1	5	<1	<1	<1	<1	<1	<1	<1	<1	<1
0710	05/06/15	1	<1	<1	<1	<1	4	<1	<0.1	<1	<1	3	<1	<1	1	<1	4	<1	<1	<1	<1
4192	11/02/12	1	<1	<1	<1	<1	<1	1	<0.1	<1	<1	9	<1	<10	<1	<5	<10	1	<10	<10	<1
7160	04/11/12	1	<1	<1	<1	<1	<1	1	<0.1	<1	<1	10	<1	<10	1	<5	<10	<1	<10	<10	<1

SAMPLE INFORMATION							FLUID PROPERTIES/CONTAMINANTS		
LAB NO.	SAMPLE DRAWN	UNIT TIME	FLUID TIME	UOM	FILTER CHG.	LUBE SERVICE	D6304(KF) ppm	D7279 Vis 40(E) °C	D974 TAC
1419	03/14/18	57067		HR	-	S	<10	34.3	0.06
1396	06/08/17	53825	36	HR	No	S	55	34.1	0.02
2653	05/03/16			HR	Yes	S	38	34.6	0.01
0710	05/06/15	44756		HR	No	S	123	34.7	0.02
4192	11/02/12			NONE	-		15	36.3	0.09
7160	04/11/12			NONE	Yes	N	23	34.9	0.02

KEY: UoM - Unit of Measure Y - Yes N - No C - Changed S - Sampled > - Greater Than < - Less Than N/R - Not Reported (M) - Modified /method

Testing performed by Bureau Veritas®, an ISO/IEC 17025:2005 accredited laboratory, L-A-B accredited Certificate Number L2284, †: Not in scope of accreditation. For further details on outsourced testing, contact the laboratory directly. ‡: This test is run based on a trigger test, in this case "C" values indicate that the trigger test was either not positive or the result was below the reportable limit. For a list of trigger tests refer to <http://www.bureauveritas.com/oil-analysis>.

Notice: This analysis is intended as an aid in predicting mechanical wear. Test results, maintenance recommendations and accuracy are affected by customer provided samples, equipment identification, maintenance history and apply only to this sample as provided. No guarantee, expressed or implied, is made against failure of this piece of equipment or a component thereof. The ultimate responsibility for the maintenance of this piece of equipment and all of its components is the responsibility of the equipment owner.



Bureau Veritas Oil Condition Monitoring -
3385 Martin Farm Road, Suwanee, GA - 30024
800-241-6315

Sample Analysis Report

Status: ✔

Account Information
Lab Customer ID#: 210430
Company Name: Johnson Controls Inc - Branch N0C-362
Company Worksite: Tampa, FL
Company Address: 3802 SUGAR PALM DR
TAMPA, FL, 33619-1376

Unit Information
Unit ID: GFMC074413
Unit Mfg: YORK
Unit Model: YDHG73DD CH#2
Unit Serial #:
Unit Worksite: LEE CO PORT AUTHORITY-SWFIA

Sample Information
Lab No.: 201803151420
Sample Tracking #: NONE
Sample Date: Mar 14, 2018
Received Date: Mar 15, 2018
Completed Date: Mar 16, 2018

Component Information
Cpnt. Description: COMPRESSOR
Cpnt. Mfg: YORK
Cpnt. Model: YDHG73DD
Cpnt. Serial #: GFMC074413
Cpnt. Type: COMPRESSOR

Other Sample Information
PO No.:
Work Order No.:
Reference No.: 4967852

Fluid Information
Fluid Manufacturer: YORK
Fluid Brand/Product: K
Fluid Grade:

Maintenance Recommendations for Lab No.: 201803151420
Evaluated By: Grant Dawson - Data Analyst
ANALYSIS INDICATES COMPONENT & LUBRICANT CONDITIONS ARE ACCEPTABLE. RESAMPLE at the next scheduled interval.

SPECTROCHEMICAL ANALYSIS IN PARTS PER MILLION																					
LAB NO.	SAMPLE DRAWN	Wear Metals										Contaminants			Additives						
		Iron	Chromium	Nickel	Aluminum	Lead	Copper	Tin	Silver	Titanium	Vanadium	Silicon	Sodium	Potassium	Boron	Molybdenum	Phosphorus	Zinc	Calcium	Barium	Magnesium
1420	03/14/18	1	<1	<1	<1	<1	4	1	<0.1	<1	<1	9	4	<1	<1	<1	<1	<1	<1	<1	<1
1397	06/08/17	1	<1	<1	<1	<1	7	<1	<0.1	<1	<1	7	<1	<1	<1	<1	<1	<1	<1	<1	<1
2650	05/03/16	2	<1	<1	1	<1	9	1	0.1	<1	<1	5	1	<1	<1	<1	<1	<1	1	<1	<1
0709	05/06/15	1	<1	<1	1	<1	10	<1	<0.1	<1	<1	6	<1	<1	1	<1	4	<1	<1	<1	<1
0357	03/24/14	1	<1	<1	<1	1	9	3	<0.1	<1	<1	6	<1	<10	1	<5	<10	<1	<10	<10	<1
4193	11/02/12	1	<1	<1	<1	<1	2	1	<0.1	<1	<1	1	<1	<10	<1	<5	<10	1	<10	<10	<1

SAMPLE INFORMATION							FLUID PROPERTIES/CONTAMINANTS			
LAB NO.	SAMPLE DRAWN	UNIT TIME	FLUID TIME	UOM	FILTER CHG.	LUBE SERVICE	D6304(KF) ppm		D7279 Vis 40(E) °C	D974 TAC
1420	03/14/18	55114		HR	-	S	<10		33.4	0.06
1397	06/08/17	51732	36	HR	No	S	29		33.3	0.02
2650	05/03/16			HR	Yes	S	55		33.8	0.01
0709	05/06/15	42852		HR	No	S	95		32.1	0.02
0357	03/24/14			HR	No	S	<10		32.7	0.02
4193	11/02/12			NONE	-		11		34.1	0.10

KEY: UoM - Unit of Measure Y - Yes N - No C - Changed S - Sampled > - Greater Than < - Less Than N/R - Not Reported (M) - Modified /method

Testing performed by Bureau Veritas®, an ISO/IEC 17025:2005 accredited laboratory. L-A-B accredited Certificate Number L2284. †: Not in scope of accreditation. For further details on outsourced testing, contact the laboratory directly. ‡: This test is run based on a trigger test, in this case "<" values indicate that the trigger test was either not positive or the result was below the reportable limit. For a list of trigger tests refer to <http://www.bureauveritas.com/oil-analysis>.
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Bureau Veritas Oil Condition Monitoring -
3385 Martin Farm Road, Suwanee, GA - 30024
800-241-6315

Sample Analysis Report

Status: ✔

Account Information
Lab Customer ID#: 210430
Company Name: Johnson Controls Inc - Branch N0C-362
Company Worksite: Tampa, FL
Company Address: 3802 SUGAR PALM DR
TAMPA, FL, 33619-1376
Unit Information
Unit ID: GPMC074414
Unit Mfg: YORK
Unit Model: YDHG73DD CH#3
Unit Serial #:
Unit Worksite: LEE CO PORT AUTHORITY-SWFIA

Sample Information
Lab No.: 201803151418
Sample Tracking #: NONE
Sample Date: Mar 14, 2018
Received Date: Mar 15, 2018
Completed Date: Mar 16, 2018
Component Information
Cpnt. Description: COMPRESSOR
Cpnt. Mfg: YORK
Cpnt. Model: YDHG73DD
Cpnt. Serial #: GPMC074414
Cpnt. Type: COMPRESSOR

Other Sample Information
PO No.:
Work Order No.:
Reference No.: 2824884

Fluid Information
Fluid Manufacturer: YORK
Fluid Brand/Product: K
Fluid Grade:

Maintenance Recommendations for Lab No.: 201803151418
Evaluated By: Grant Dawson - Data Analyst
ANALYSIS INDICATES COMPONENT & LUBRICANT CONDITIONS ARE ACCEPTABLE. RESAMPLE at the next scheduled interval.

SPECTROCHEMICAL ANALYSIS IN PARTS PER MILLION

LAB NO.	SAMPLE DRAWN	Wear Metals										Contaminants			Additives							
		Iron	Chromium	Nickel	Aluminum	Lead	Copper	Tin	Silver	Titanium	Vanadium	Silicon	Sodium	Potassium	Boron	Molybdenum	Phosphorus	Zinc	Calcium	Barium	Magnesium	Antimony
1418	03/14/18	1	<1	<1	<1	<1	3	1	<0.1	<1	<1	15	5	<1	1	<1	<1	<1	<1	<1	<1	<1
1398	06/08/17	1	<1	<1	<1	<1	3	<1	<0.1	<1	<1	7	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
2654	05/03/16	<1	<1	<1	<1	1	1	<1	<0.1	<1	<1	3	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
0708	05/06/15	1	<1	<1	<1	<1	<1	1	<0.1	<1	<1	9	<1	<1	2	<1	5	<1	<1	<1	<1	<1
0358	03/24/14	1	<1	<1	<1	<1	<1	2	<0.1	<1	<1	11	<1	<10	<1	<5	<10	<1	<10	<10	<1	<30
4194	11/02/12	1	<1	<1	1	<1	<1	1	<0.1	<1	<1	16	<1	<10	<1	<5	<10	<1	<10	<10	<1	<30

SAMPLE INFORMATION

LAB NO.	SAMPLE DRAWN	UNIT TIME	FLUID TIME	UOM	FILTER CHG.	LUBE SERVICE
1418	03/14/18	55966		HR	-	S
1398	06/08/17	52756	36	HR	No	S
2654	05/03/16			HR	Yes	S
0708	05/06/15	43561		HR	No	S
0358	03/24/14			HR	No	S
4194	11/02/12			NONE	-	

FLUID PROPERTIES/CONTAMINANTS

	D6304(KF) ppm	D7279 Vis 40(E) °C	D974 TAC
	<10	34.0	0.06
	27	33.7	0.02
	42	33.6	0.02
	90	32.6	0.02
	19	32.5	0.02
	52	34.2	0.10

KEY: UoM - Unit of Measure Y - Yes N - No C - Changed S - Sampled > - Greater Than < - Less Than N/R - Not Reported (M) - Modified /method

Testing performed by Bureau Veritas®, an ISO/IEC 17025:2005 accredited laboratory, L-A-B accredited Certificate Number L2264. †: Not in scope of accreditation. For further details on outsourced testing, contact the laboratory directly. ‡: This test is run based on a trigger test, in this case "<" values indicate that the trigger test was either not positive or the result was below the reportable limit. For a list of trigger tests refer to <http://www.bureauveritas.com/oil-analysis>.
Notice: This analysis is intended as an aid in predicting mechanical wear. Test results, maintenance recommendations and accuracy are affected by customer provided samples, equipment identification, maintenance history and apply only to this sample as provided. No guarantee, expressed or implied, is made against failure of this piece of equipment or a component thereof. The ultimate responsibility for the maintenance of this piece of equipment and all of its components is the responsibility of the equipment owner.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

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

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

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202	CONTACT NAME: Attn: Cert Center PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No): (212) 948-5167 E-MAIL ADDRESS: JCI.CertRequest@marsh.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>OLD REPUBLIC INSURANCE CO</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	OLD REPUBLIC INSURANCE CO	24147	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 313947	10/01/2018	10/01/2019	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG INC IN GEN AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946 (Excludes New Hamp) MWTB 313949 (Primary NH \$250k) MWZX 313950 (Excess NH \$4.75mm) Excess NH Auto is follow form to Primary NH Auto	10/01/2018 10/01/2018 10/01/2018	10/01/2019 10/01/2019 10/01/2019	COMBINED SINGLE LIMIT (Ea Accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313943 00 (AOS - See Pg 2) MWXS 313944 (OH & WA)	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

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

JCI / Tyco Contract Number:
JCI / Tyco Project Name:
Customer PO Number:

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
By Ann Moody



AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE: 10/01/2018	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE.

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED – GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A

Name of Additional Insured Person(s) or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:

As required by contract.

POLICY ENDORSEMENT A2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

The insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY ENDORSEMENT A2A

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.



AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULEPage 3 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE: 10/01/2018	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03). FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED:

Insureds include: Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Interstate Battery System International, Inc.; Johnson Controls, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Advanced Power Solutions, LLC; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls APS Production, Inc.; Johnson Controls Battery Group, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Federal Systems/Versar, LLC; Johnson Controls Fire Protection LP f/k/a SimplexGrinnell LP; Johnson Controls Government Systems LLC; Johnson Controls Navy Systems, LLC; Johnson Controls Security Solutions LLC f/k/a Tyco Integrated Security, LLC; Koch Filter Corporation; Master Protection, LP d/b/a FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic International, Inc.; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation; BC Liquidation, Inc.; Grinnell Fire Protection Solutions LLC; JCW HVAC Supply Center, LLC; Lau Holdings, LLC; Tyco Integrated Security LLC; and Tyco International Management Company, LLC

State of Florida

Department of State

I certify from the records of this office that JOHNSON CONTROLS, INC. is a Wisconsin corporation authorized to transact business in the State of Florida, qualified on November 7, 1957.

The document number of this corporation is 812316.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 15, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of July, 2018*

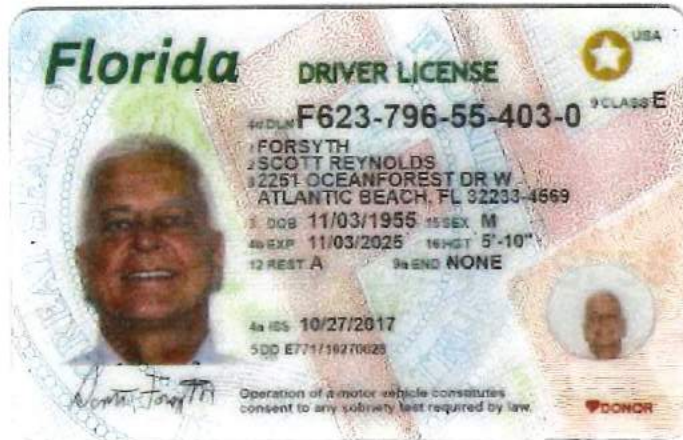


Ken DeJong
Secretary of State

Tracking Number: CU5352479881

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



 RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FORSYTH, SCOTT REYNOLDS
JOHNSON CONTROLS, INC.
4820 EXECUTIVE PARK COURT SUITE 109
JACKSONVILLE FL 32216

LICENSE NUMBER: CMC053191
EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FORSYTH, SCOTT REYNOLDS

JOHNSON CONTROLS, INC.
4820 EXECUTIVE PARK COURT
SUITE 109
JACKSONVILLE FL 32216

LICENSE NUMBER: EC0001321

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FORSYTH, SCOTT REYNOLDS

JOHNSON CONTROLS INC
4820 EXECUTIVE PARK COURT
SUITE 109
JACKSONVILLE FL 32216

LICENSE NUMBER: CBC060103

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FORSYTH, SCOTT REYNOLDS

JOHNSON CONTROLS INC
4820 EXECUTIVE PARK COURT
SUITE 109
JACKSONVILLE FL 32216

LICENSE NUMBER: CFC054881

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Board of Professional Engineers

Attests that

Scott Reynolds Forsyth, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201922214 R

P.E. Lic. No:

32574



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
State Board of Engineers and Land Surveyors
Professional Engineer

License No. PE028843

Status: Active

Scott R Forsyth
4820 Executive Park Court, Suite 109
Jacksonville FL 32216

Issued: 6/26/2003
Expires: 12/31/2018



Real-time license verification is available at sos.georgia.gov/PLB



U.S. Green Building Council

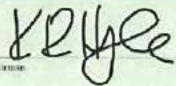
HEREBY CERTIFIES THAT

Scott Forsyth

HAS ACHIEVED THE DESIGNATION OF

LEED ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED) GREEN BUILDING RATING SYSTEM.


Chairman

Date Issued
September 29, 2005


J. Richard DeGroot, President, CEO and Boarding Chairman



NEBB Certification Board



NEBB Certified Professional

Scott R. Forsyth, P.E.

**HAS MET ALL THE NEBB REQUIREMENTS FOR
NEBB CERTIFIED PROFESSIONAL STATUS IN**

Testing, Adjusting and Balancing of Environmental Systems

This Certificate, as well as individual affiliation with a NEBB Certified Firm and associated NEBB Certification Stamp are **REQUIRED** to provide a NEBB Certified Report. Participation in the NEBB Quality Assurance Program requires the Certificant be affiliated with a NEBB Certified Firm.

March 31, 2020

Expiration Date

23145

NEBB Certificant Number

Richard Forsyth

NEBB Certification Board Chairman

Cynthia Smith

NEBB Certification Director

The NEBB Certification Board retains sole ownership of all certificates. The NEBB Certification Board Policy Manual governs use of this certificate.



NEBB Certification Board



NEBB Certified Professional

Scott R. Forsyth, P.E.

**HAS MET ALL THE NEBB REQUIREMENTS FOR
NEBB CERTIFIED PROFESSIONAL STATUS IN**

Whole Building Systems Technical Commissioning - HVAC Systems

This Certificate, as well as individual affiliation with a NEBB Certified Firm and associated NEBB Certification Stamp are **REQUIRED** to provide a NEBB Certified Report. Participation in the NEBB Quality Assurance Program requires the Certificant be affiliated with a NEBB Certified Firm.

March 31, 2020

Expiration Date

23145

NEBB Certificant Number

Richard Forsyth

NEBB Certification Board Chairman

Cynthia Smith

NEBB Certification Director

The NEBB Certification Board retains sole ownership of all certificates. The NEBB Certification Board Policy Manual governs use of this certificate.



NEBB Certification Board



NEBB Certified Professional

Scott R. Forsyth, P.E.

HAS MET ALL THE NEBB REQUIREMENTS FOR
NEBB CERTIFIED PROFESSIONAL STATUS IN

Technical Retro-Commissioning of Existing Building Systems

This Certificate, as well as individual affiliation with a NEBB Certified Firm and associated NEBB Certification stamp are REQUIRED to provide a NEBB Certified Report. Participation in the NEBB Quality Assurance Program requires that the holder of this certification also be affiliated with a NEBB Certified Firm.

March 31, 2020

Expiration Date

23145

NEBB Certificant Number

NEBB Certification Board Chairman

NEBB Certification Director

The NEBB Certification Board retains sole ownership of all certificates. Use of this certificate is governed by the NEBB Certification Board Policy Manual.



Certification

THIS IS TO CERTIFY THAT

Johnson Controls, Inc.-Jacksonville

HAS MET ALL REQUIREMENTS FOR NEBB
CERTIFICATION IN THE FOLLOWING DISCIPLINE

Testing, Adjusting and Balancing of Environmental Systems

March 31, 2020

Expiration Date

3154

NEBB Certification Number

FOR THE NEBB BOARD OF DIRECTORS

NEBB President

NEBB President-Elect



Certification

THIS IS TO CERTIFY THAT

Johnson Controls, Inc.-Jacksonville

HAS MET ALL REQUIREMENTS FOR NEBB CERTIFICATION
IN THE FOLLOWING DISCIPLINE

Whole Building Systems Technical Commissioning

March 31, 2020

Expiration Date

3154

NEBB Certification Number

FOR THE NEBB BOARD OF DIRECTORS

Donald E. Hill

NEBB President

J. Hill

NEBB President-Elect



The Association of Energy Engineers
certifies that

Scott R. Forsyth

*has completed the prescribed standards for certification,
has demonstrated a high level of competence and ethical fitness
for energy management, and is hereby granted the title of*

CERTIFIED ENERGY MANAGER®

Valid

January 1, 2016 to December 31, 2018

CEM

3824



Wynne C. Johnson
AEE Board Chairman

Helen Johnson
AEE Certified Director





The Association of Energy Engineers

certifies that

Scott R. Forsyth

has completed the prescribed standards for certification, has demonstrated a high level of competence and ethical fitness for indoor air quality, and is hereby granted the title of

CERTIFIED INDOOR AIR QUALITY

PROFESSIONAL

Certification Expiration Date:
December 31, 2018

138



C. I. A. E. Board Chairman

C. I. A. E. Director

Scott Forsyth, PE, LEED AP, CEM, CIAQP, CxA

Senior Application Engineer

Johnson Controls, Florida Region

Education

Bachelor of Science Mechanical Engineering (High Honors), University of Florida, 1977

Master of Science Mechanical Engineering, Georgia Institute of Technology, 1980

Masters of Business Administration, University of North Florida, 1985

Professional Licenses/Certifications

Licensed Professional Engineer (mechanical & electrical disciplines, Florida & Georgia)

Electrical, Mechanical, Plumbing and Building Contractor Licenses (Florida)

Certified in Building Commissioning, National Environmental Balancing Bureau

Certified in Building Retro-Commissioning, National Environmental Balancing Bureau

Certified HVAC Test and Balance Supervisor, National Environmental Balancing Bureau

LEED AP (Leadership in Energy and Environmental Design Accredited Professional),

USGBC

Certified Energy Manager, Association of Energy Engineers

Certified Indoor Air Quality Professional, Association of Energy Engineers

Professional Experience

Senior Application Engineer

Johnson Controls, Inc. Florida Region (March 1996 to Present)

FL Statewide

Provides and manages engineering services on design/build retro-fit projects for existing facilities that implement a wide variety of facility improvement measures. Responsible for Green Building and LEED related engineering services. Provides Retro-Commissioning, IAQ diagnostics/solutions and HVAC System Test and Balance services. Provides design and quality assurance services on complex HVAC retrofit projects. Responsible for providing recommendations and solutions in Indoor Environmental Quality and building system performance as it relates to occupant well being, occupant productivity and facility economics. Identifies and develops practical and economical building improvement opportunities in light of applicable codes, industry standards and professionally recognized best practices. Develops and presents technical seminars for professional organizations including ASHRAE, AIA, FHEA, FASBO, etc.

Energy Director / Facilities Engineer

Duval County Public Schools (1987 to March 1996)

Jacksonville, FL

Responsible for energy management and engineering services for a 160 school district having a wide variety of HVAC and building systems. Resolved design, operational, comfort, humidity and indoor environmental quality concerns. Project manager on renovation and maintenance projects whose scope included HVAC and energy conservation. Developed design guidelines and provided mechanical and electrical review of all projects. Responsible for the design, installation, operation and maintenance of DDC control systems.

Senior Energy Engineer

Jacksonville Electric Authority (1984 to 1987)

Jacksonville, FL

Performed energy and HVAC system audits, developed conservation measures and provided technical assistance for large commercial, institutional and industrial customers of an electric utility.

HVAC Design Engineer

Consulting Engineers (1977 to 1979 and 1980 to 1984)

Jacksonville, FL

Provided design and construction management services associated with a wide variety of HVAC systems on commercial, institutional and industrial projects.



A JOHNSON CONTROLS COMPANY

This certifies that

DAVID WILLIAMS

has successfully completed an educational program in:

Centrifugal Chiller Class

(16 Hours)

JANUARY 18 - 19, 2006



Certificate of Completion

David D Williams

has successfully completed

***Medium Voltage Solid State Starter
(SSS) Drive Training***

and is awarded this certificate by Johnson Controls

2/1/2013

Date



Certificate of Completion

David D Williams

has successfully completed

*Vibration Data Collection
Orientation*

and is awarded this certificate by Johnson Controls

4/7/2013

Date



Certificate of Completion

David D. Williams

has successfully completed

*Variable Speed Drive (VSD) Basics
Training*

and is awarded this certificate by Johnson Controls

1/23/2007

Date



Certificate of Completion

David D Williams

has successfully completed

Introduction to YMC2 Chillers

and is awarded this certificate by Johnson Controls

10/4/2012

Date

Johnson
Controls



Certificate of Completion

David D Williams

has successfully completed

*Maintaining an Active Magnetic
Bearing (AMB) System*

and is awarded this certificate by Johnson Controls

10/1/2012

Date



Certificate of Completion

David D Williams

has successfully completed

*Medium Voltage Solid State Starter
(SSS) Drive Training*

and is awarded this certificate by Johnson Controls

2/1/2013

Date



Certificate of Completion

David D Williams

has successfully completed

*ABB Air Modulator Start-up
Certification Training for Airside
Variable Speed Drives (VSD) Exam*

and is awarded this certificate by Johnson Controls

9/23/2016

Date



Certificate of Completion

David D Williams

has successfully completed

***Maintaining an Active Magnetic
Bearing (AMB) System***

and is awarded this certificate by Johnson Controls

10/1/2012

Date

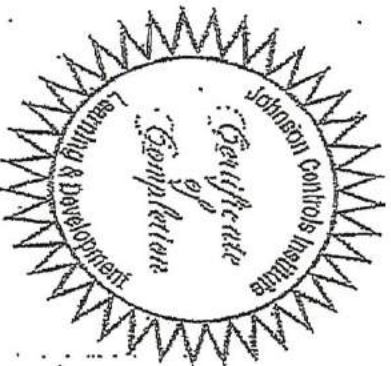
JOHNSON
CONTROLS

Optispeed VSD

2.0 CEU

Awarded to

David D. Williams



[Signature]
Course Administrator

May 02, 2007
Date



UNITED ASSOCIATION
2013-2014 MEMBERSHIP CARD
"UA Proud"

DAVID D WILLIAMS
BTJ PIPEFITTER REFRIGERATION

10-02-2000 **1208245**
INITIATED CARD NUMBER
LOCAL 630 **WEST PALM BEACH FL**

Certificate of Completion

This work certifies that

David Williams

has been certified as a

TECHNICIAN TYPE UNIVERSAL

Certified by
VGI Training
EPA Approved
September 30, 1993

as required by 40 CFR 82 Subpart G.

228-94-2980

7/13/94

ID Number

Date

President VGI Training Div



Certificate of Completion

David D Williams

has successfully completed

***Building Automation System (BAS)
Networking***

and is awarded this certificate by Johnson Controls

1/21/2007

Date



Metasys DX-9100 Engineering

3.0 CEU

**Awarded to
*David Williams***



D. Williams
Course Administrator

Arthur W. Hayes
Director of Johnson Controls Institute

3/8/2002

Date



Certificate of Completion

David D Williams

has successfully completed

Cyber Security

and is awarded this certificate by Johnson Controls

12/21/2015

Date

Johnson
Controls



Certificate of Completion

David D Williams

has successfully completed

Designing N2 Field Bus Networks

and is awarded this certificate by Johnson Controls

10/28/2007

Date



Certificate of Completion

David D Williams

has successfully completed

*Metasys systems extended
architecture Operations -
Introduction*

and is awarded this certificate by Johnson Controls

10/20/2006
Date



Certificate of Completion

*Patrick Greenen
Kuron*

has successfully completed

*Building Automation and
Control System - Metasys
Extended Architecture*

and is awarded this certificate by Johnson Controls

12/20/2015

Date



FORM 7: PROFESSIONAL REFERENCES

References

Bidders are required to provide this reference request form to a minimum of three firms with whom they have recently completed a similar project. **DO NOT** use current Lee County Port Authority employees as references.

References **ARE NOT** to be submitted with Bidder's Request for Bid package; the firm providing the reference will return this form via email directly to the Purchasing Agent listed on the form.

It is the bidder's responsibility to confirm directly with the requested references that their required forms have been submitted. **DO NOT** contact the Port Authority directly to request if references have been submitted.

- 1) Bidder to complete:
 - a) Section 1 – Reference Respondent information;
 - b) Section 2 – Your Firm Name and Project Name
- 2) Referencing Firm to complete Section 3; complete reference check form, additional pages may be used if needed and submit form **DIRECTLY** to Lee County Port Authority Purchasing Agents email listed on form. References should not be returned by the Consultant.

A minimum of three (3) reference responses are required.

Failure to have references submitted directly to Lee County Port Authority Purchasing Agents email, on or before the due date noted on the Reference Check form, may cause your firm to be considered nonresponsive.



FORM 7: PROFESSIONAL REFERENCES (Continued)

**RFP #19-02 REPAIR AND MAINTENANCE OF
CENTRIFUGAL CHILLERS, COOLING TOWERS
AND RELATED SYSTEMS FOR LEE COUNTY PORT AUTHORITY**

Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Jose Gonzalez Owner Accounts Representative	Purchasing Agent: <u>Brooke Green</u>
Company:	Johnson Controls	Due Date: _____
Email:	Jose.fernely.gonzalez@jci.com	Total # Pages: _____
Phone:	239-315-1083	Phone: <u>239-590-4555</u> Fax: <u>239-590-4539</u>
		Email: <u>bagreen@flylcpa.com</u>
Section 2		
Firm Name:	Florida Gulf Coast University	
Project Name:	CEP Chiller Maintenance	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
_____ since 1997
- What type(s) of business have you done with this company?
_____ Energy management , code blue, S2 system and now fire and sprinkler systems
- What is your overall impression of this company's qualifications?
_____ Excellent

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?
- Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?
no

E	<input checked="" type="checkbox"/>	S	NS
<input checked="" type="checkbox"/>	G	S	NS
<input checked="" type="checkbox"/>	G	S	NS
E	<input checked="" type="checkbox"/>	S	NS
<input checked="" type="checkbox"/>	G	S	NS
E	<input checked="" type="checkbox"/>	S	NS
<input checked="" type="checkbox"/> YES		NO	

FORM 8: BID BOND



FORM 7: PROFESSIONAL REFERENCES (Continued)

**RFP #19-02 REPAIR AND MAINTENANCE OF
CENTRIFUGAL CHILLERS, COOLING TOWERS
AND RELATED SYSTEMS FOR LEE COUNTY PORT AUTHORITY**

Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Jose Gonzalez Owner Accounts Representative	Purchasing Agent: <u>Brooke Green</u>
Company:	Johnson Controls	Due Date: _____
Email:	Jose.fernely.gonzalez@jci.com	Total # Pages: _____
Phone:	239-315-1083	Phone: <u>239-590-4555</u> Fax: <u>239-590-4539</u>
		Email: <u>bagreen@flylepa.com</u>
Section 2		
Firm Name:	Lee Health	
Project Name:	Healthpark Chiller Maintenance	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
10 year +
- What type(s) of business have you done with this company?
HVAC, Chiller Replacements & Maintenance
- What is your overall impression of this company's qualifications?

E (Excellent)
 G (Good)
 S (Satisfactory)
 NS (Not Satisfactory)

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?
- Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?

<input checked="" type="radio"/> E	G	S	NS
E	<input checked="" type="radio"/> G	S	NS
E	<input checked="" type="radio"/> G	S	NS
E	<input checked="" type="radio"/> G	S	NS
<input checked="" type="radio"/> E	G	S	NS
E	<input checked="" type="radio"/> G	S	NS
<input checked="" type="radio"/> YES	NO		

FORM 8: BID BOND



FORM 7: PROFESSIONAL REFERENCES (Continued)

RFP #19-02 REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS AND RELATED SYSTEMS FOR LEE COUNTY PORT AUTHORITY

Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:	Jose Gonzalez Owner Accounts Representative	Purchasing Agent: <u>Brooke Green</u>
Company:	Johnson Controls	Due Date: _____
Email:	Jose.fernely.gonzalez@jci.com	Total # Pages: _____
Phone:	239-315-1083	Phone: <u>239-590-4555</u> Fax: <u>239-590-4539</u>
Section 2		
Firm Name:	Collier County Public Schools	
Project Name:	CCPS Chiller Maintenance	
You or your company have been given as a reference on the project identified above. Please provide responses in section 3:		
Section 3		

- How long have you done business with this company?
WE HAVE WORKED WITH JOHNSON CONTROLS FOR MANY
- What type(s) of business have you done with this company?
CHILLER SERVICE REPAIR - New Chiller (REPLACEMENT) WITHIN LAST (2) YRS
- What is your overall impression of this company's qualifications?
PROFESSIONAL - ON TIME - COMPETITIVE

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

- How would you rate the Company's overall service quality?
- How would you rate their supervisors and staffing?
- How would you rate their communication?
- How would you rate their preventative maintenance program?
- How would you rate their responsiveness?
- How would you rate their invoicing and reporting process?
- WOULD YOU USE THIS COMPANY AGAIN?

<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
<u>(E)</u>	G	S	NS
E	<u>(G)</u>	S	NS
<u>(E)</u>	G	S	NS
E	<u>(G)</u>	S	NS
<u>(YES)</u>	NO		

- Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?

FORM 8: BID BOND

MEMO TO: Sharron Webb
Finance

FROM: Daniella Caputo
Purchasing

DATE: December 27, 2018

SUBJECT: Bid Bonds – RFB #19-02



The attached original bid bond was submitted as required as part of the proposal package for respondents of RFB #19-02, Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems for the Lee County Port Authority from the following firm:

Johnson Controls, Inc. -



SOLICITATION NUMBER RFB 19-02

BID BOND _____

KNOW ALL MEN BY THESE PRESENTS, that we Johnson Controls, Inc. as
(BIDDER'S NAME)
Principal, and Liberty Mutual Insurance Company a Corporation licensed to do business under the laws of the
(SURETY'S NAME)
State of Florida as a Surety, are held and firmly bound unto LEE COUNTY PORT AUTHORITY,
LEE COUNTY, FLORIDA (obligee), in the SUM OF Five Percent of Amount Bid (\$ 5%)
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal
representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 20th day of December, 2018

WHEREAS, said Principal is herewith submitting a bid for:

RFB #19-02, REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS,
COOLING TOWERS AND RELATED SYSTEMS FOR LEE COUNTY PORT
AUTHORITY

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written Contract, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the LEE COUNTY PORT AUTHORITY as well as other insurance as may be required to the Port Authority within fifteen (15) calendar days after the written Notice of Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Port Authority in money the difference between the amount of the bid of said Principal and the amount for which said Port Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: Johnson Controls, Inc. (SEAL)
(Principal)
Donna Planeta
(By) Donna Planeta, Attorney-in-Fact

Witness as to Surety: Liberty Mutual Insurance Company (SEAL)
(Surety's name)
Eric Strba
Eric Strba (By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Johnson Controls
5757 N. Green Bay Avenue
Milwaukee, WI 53209
414-524-1200



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on October 25, 2016, hereby authorizes:

Donna Planeta, Assistant Client Services Specialist
Willis of New York, Inc.
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 17 day of August 2018.

A handwritten signature in black ink, appearing to read 'MR Peterson', written over a horizontal line.

Michael R. Peterson, President

Attest:

A handwritten signature in black ink, appearing to read 'Marc E. L. Vandiepenbeek', written over a horizontal line.
Marc E. L. Vandiepenbeek, Treasurer



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196860-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Srba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Signature of David M. Carey

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Signature of Teresa Pastella
By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of December, 2018.



Signature of Renee C. Llewellyn

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RFB 19-02 Bid Award Calculation - Chiller & Cooling Tower R&M Services

Preventative Maintenance Services:

	<u>JCI</u>				<u>Page Mech Grp</u>
A. TFC for a Quarterly Chiller and related system PM service per Chiller					NO BID FORM Other obligations & contracted work
JCI	\$	1,071.00			\$ -
B. TFC Quarterly [3] Chiller PM Cost/Year - 3 Chillers [A. x 3]					
JCI	\$	1,071.00	A. = x3	\$	3,213.00
	\$	-	A. = x3	\$	-
C. TFC 'Annual' Chiller PM Service - 3 Chillers					
JCI	\$	2,882.00			\$ -
D. Annual TFC Chiller and related system PM Service - 3 Chillers			B. + C.:	*	\$
JCI	\$	6,095.00			\$ -
Lump Sum Quarterly PM Cost at 25% of Ann TFC/	\$	1,523.75	JCI		
	\$	-			
E. TFC for a Quarterly Cooling Tower PM service per Chiller					
JCI		685.00			
AMSCo					-
F. TFC Quarterly [3] Cooling Tower PM Cost/Year - 3 Chillers [E. x 3]					
JCI	\$	685.00	E. = x3	\$	2,055.00
	\$	-	E. = x3	\$	-
G. TFC 'Annual' Cooling Tower PM Service - 3 Towers					
JCI	\$	1,229.00			\$ -
H. Annual TFC Cooling Tower PM Service - 3 Chillers			F. + G.:		\$
JCI	\$	3,284.00			\$ -
Lump Sum Quarterly PM Cost at 25% of Ann TFC/	\$	821.00	JCI		
	\$	-			
I. Add'l Svcs Fixed Labor Rates					
1. Chiller Technician	JCI	\$ 115.00	x 186	\$	21,390.00
1. Chiller Technician	\$	-	x 186	\$	-
2. Metasys Technician	JCI	\$ 123.00	x 48	\$	5,904.00
2. Metasys Technician	\$	-	x 48	\$	-
			I. 1+2:	\$	27,294.00
J. Percentage <u>M/U</u> or <u>Discount</u> from Manufacturer's List Price for Manufacturer Replacement Parts/Materials: <i>(includes est. parts base cost of \$10,000)</i>					
JCI	-10%	x 10k	\$	9,000.00	(Deduct)
AMSCo	0%	x 10k	\$	-	-
			J. Subttl:	\$	9,000.00
K. Percentage <u>M/U</u> or <u>Discount</u> from Provider Cost for Non-Manufacturer Replacement Parts/Materials: <i>(includes est. parts base cost of \$5,000)</i>					
Non-OEM parts	JCI	25%	x 5k	\$	6,250.00
Non-OEM parts	\$	0%	x 5k	\$	-
			Subttl:	\$	6,250.00
			J. + K.:	\$	15,250.00
L. Provider <u>M/U</u> for Auth Subcontractor and Equipment Rental Services <i>(includes est. base sub cost of \$5,000)</i>					
JCI	5%	x 5k	\$	5,250.00	-
	0%	x 5k	\$	-	-
			L. Subttl:	\$	5,250.00
Total Bid Basic Services: [D + H + I (1+2) + (J+K) + L]			Subttl:	\$	57,173.00
				\$	-

Optional Fixed Price Diagnostic/Maintenance Services:

M. TFC Vibration Analysis - 3 Chillers	JCI	\$ 1,332.00	\$ -
N. TFC Cond Tube Brushing - Chiller Condensers - 3 Chillers	JCI	\$ 5,469.00	\$ -
O. TFC Cond Tube Brushing - Chiller Evaporators - 3 Chillers	JCI	\$ 6,760.00	\$ -
P. Total AVERAGE FC Cond AND Evap Tube Brushing - 3 Chillers <i>(as recommended - typically annually)</i>	JCI	\$ 6,114.50	\$ -
Q. TFC Chiller EC Testing (Condensers) - 3 Chillers	JCI	\$ 6,440.00	\$ -
R. TFC Chiller EC Testing (Evaporators) - 3 Chillers	JCI	\$ 5,804.00	\$ -
S. Total AVERAGE FC Chiller Condensor AND Evaporator EC Testing <i>(performed on a rotating basis as recommended 2-3 yr intervals)</i>	JCI	\$ 6,122.00	* \$ -
T. TFC Oil Analysis - 3 Chillers	JCI	\$ 480.00	\$ -
U. TFC Refrigerant Analysis - 3 Chillers	JCI	\$ 1,136.00	\$ -
V. TFC Vibration Analysis - 3 Cooling Towers	JCI	\$ 690.00	\$ -
W. TFC Laser Shaft Alignment - 3 Cooling Towers	JCI	\$ 1,900.00	\$ -
Optional Fixed Price Diagnostic/Maintenance Services:	Subttl:	\$ 30,011.00	\$ -
Total Basic Services AND Optional Fixed Price D/M Services:		\$ 87,184.00	\$ -

* Math Corrected via Bid Clarification

ACM Budget: \$ 55,999.00 155.69%

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB #19-04, Purchase of New ITW GSE Preconditioned Air and Ground Power Units for Lee County Port Authority to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$283,400 per the terms and conditions of the purchase contract.
2. **FUNDING SOURCE:** Capital Account VB5131541200.506410.
3. **TERM:** One year contract to commence on or about March 11, 2019.
4. **WHAT ACTION ACCOMPLISHES:** Award RFB #19-04 contract to ITW GSE Inc., the lowest, most responsive and responsible bidder in the amount of \$283,400 per the terms and conditions of the purchase contract for the purchase of three preconditioned air units and two ground power units.

5. **CATEGORY:** 6.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

Southwest Florida International Airport has twenty-eight gates, twenty-seven of which have passenger loading bridges (PLB). Each PLB has one Ground Power Unit (GPU) and one Preconditioned Air (PC Air) unit affixed to it. The Ground Power Unit supplies power to the aircraft while it is on the ground at the gate, while the PC Air unit supplies tempered preconditioned air. The majority of these units are original equipment installed in 2005. Over the course of the last three years, twelve GPUs and four PC Air units have been replaced. The original PC Air units operate with R-22 refrigerant, which is currently being phased out. The newer units operate with R-410A refrigerant, which is more efficient and better for the environment. The original GPUs and PC Airs, due to their age and design, are rapidly approaching the end of their serviceable life.

On October 23, 2018, the Lee County Port Authority Purchasing Department advertised RFB #19-04 for the purchase of ITW GSE PC Air and Ground Power Units for the Lee County Port Authority. Advertisements were placed with the Airports Council International-North America, the Airport Minority Advisory Council, the Florida Airports Council, and utilizing Public Purchase (the Port Authority's automated procurement system). As a result, on November 20, 2018, the Port Authority received two (2) qualifying bids.

Staff recommends award to ITW GSE Inc. who successfully met all bid requirements as the lowest, most responsive and

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (4-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

responsible bidder in the amount of \$283,400 for the purchase of three preconditioned air units and two ground power units per the terms and conditions of the purchase contract.

Attachments:

1. Bid Tabulation Sheet
2. Master RFB
3. Winning Proposal
4. Service Provider Agreement

BID TABULATION SHEET

**RFB 19-04, PURCHASE OF ITW GSE PRECONDITIONED AIR AND
GROUND POWER UNITS FOR LEE COUNTY PORT AUTHORITY
NOVEMBER 20, 2018, 2:00 P.M.**

Firm Name Address Telephone	AMERIBRIDGE LLC 5425 POINDEXTER DR. IDIANAPOLIC, IN 46235 (317) 826-2000	ITW GSE INC. 11001 U.S. HWY 41 N., PALMETTO, FL 34221
One (1) Original, one USB/Flash Drive	Yes	Yes
Form 1 – Bidder’s Certification	Yes	Yes
Acknowledgement of Addendum #1	Yes	Yes
Form 2 – Official Bid Form	Yes	Yes
<u>Total Cost for Three (3) New ITW GSE 3400 PCA ADF-130/2H</u>	\$245,070	\$233,400
<u>Total Cost for Two (2) New ITW GSE 90SX240H Ground Power Units</u>	\$79,500	\$50,000
Form 3 – Lobbying Affidavit	Yes	Yes
Form 4 – Public Entity Crimes	Yes	Yes
Form 5 – Scrutinized Companies Certification	Yes	Yes
Form 6 – Local Vendor Preference Affidavit	Yes	Yes
Form 7 – Optional Form- No Bid Submission	Yes	Yes
Current State of Florida Licenses, Lee County Licenses/Certifications	No	Yes
Current Insurance Certificate – Within 15 days of notification	No	Yes
<u>Total Cost for All Units</u>	\$324,570	\$283,400
Lowest, most responsive, responsible Bidder		*



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

**REQUEST FOR BIDS
(RFB)**

RFB #19-04

FOR

**PURCHASE OF NEW ITW GSE PRECONDITIONED AIR AND
GROUND POWER UNITS
FOR LEE COUNTY PORT AUTHORITY**

DATED: October 23, 2018

PURCHASING OFFICE

Melissa M. Wendel, CPPO, Purchasing Manager
Brooke Green, Purchasing Agent

TELEPHONE: (239) 590-4555
FAX NUMBER: (239) 590-4539

SUBMITTALS DUE: NOVEMBER 20, 2018, TIME: 2:00 P.M., LOCAL TIME



PART A – GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: RFB #19-04

BID OPENING: NOVEMBER 20, 2018, 2:00 P.M., CONFERENCE ROOM, THIRD (3RD) FLOOR, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913-8899

LEGAL NOTICE TO BIDDERS

NOTICE IS HEREBY given that sealed bids will be received by the LEE COUNTY PORT AUTHORITY, sometimes referred to hereafter as "Port Authority," "Authority," or "Owner." Opening of the Bids will occur immediately thereafter in a Conference Room on the third (3rd) Floor. The Lee County Port Authority reserves the right to extend the time and date of the Bid Opening in its sole discretion, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS

1.1 DELIVERY OF BIDS

- (a) **The delivery of the bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.** The deadline for delivery of all bids is 2:00 p.m., local time, November 20, 2018. One (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive of bid shall be delivered. *If there are any discrepancies between the original and the copy, the original submittal will govern over the USB flash/travel drive.* All bids must be sealed and marked: **RFB #19-04, PURCHASE OF ITW GSE PRECONDITIONED AIR AND GROUND POWER UNITS FOR LEE COUNTY PORT AUTHORITY.** All bids must be delivered to the LEE COUNTY PORT AUTHORITY, PURCHASING OFFICE, third (3RD) FLOOR, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913-8899.
- (b) Electronically submitted or faxed bids will not be considered.
- (c) For informational purposes, the Bidder is advised that the United States Postal Service and even Express Mail Services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.
- (d) The delivery of said bid to the Lee County Port Authority (LCPA) - Purchasing Office prior to the time stated in the previous section is solely and strictly the responsibility of the bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed. **Any bid received after the bid opening time will not be considered.**



1.2 INQUIRIES/RESULTS

Except during a scheduled prebid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written, faxed, or email inquiries regarding this RFB addressed to the Lee County Port Authority, Attn: Brooke Green, Purchasing Agent, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, via fax: (239) 590-4555, or email: bagreen@flylcpa.com. The Authority may choose not to respond to written or faxed or email inquiries received after 2:00 pm, local time, November 5, 2018.

The Authority utilizes Public Purchase to distribute information/specifications/addenda/results. Interested firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register> or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Port Authority website www.flylcpa.com or by calling the Purchasing Office at (239) 590-4556. It shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating them into their bid. All results concerning this Request for Bids will be posted via Public Purchase or by contacting the Purchasing Office.

1.3 COST OF PREPARATION

The cost of preparing a Bid in response to this RFB shall be borne entirely by the bidder.

2. AMERICANS WITH DISABILITIES ACT NOTICE

The Lee County Port Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or prebid meeting should contact Brooke Green, Purchasing Agent, Lee County Port Authority, Purchasing Office, bagreen@flylcpa.com telephone 239-590-4555, fax (239) 590-4539 at least seven (7) days before the meeting.

3. NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that *“no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”*, and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4. GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



5. SUBMITTAL OF BIDS

5.1 Submitted bids shall not be valid unless: sealed in an envelope marked "Sealed Bid"; identified by the name and address of the firm bidding; project name; bid number; and the date and time of bid opening. Bids are to be accompanied by one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive of the following:

- Form 1 – Bidder’s Certification
- Form 2 – Official Bid Form
- Form 3 – Lobbying Affidavit
- Form 4 – Public Entity Crimes Form
- Form 5 – Scrutinized Companies Certification
- Form 6 – Local Vendor Preference Affidavit
- Form 7 – Optional Form – No Bid Submission

5.2 All bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to perform the duties required in this bid.

5.3 Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

6. EXAMINATION OF SPECIFICATIONS:

Each bidder is required, before submitting a bid, to be thoroughly familiar with the specifications contained herein. No additional allowances will be made because of lack of knowledge of these specifications. Bidders shall fill in all information requested on the bid form.

7. DISQUALIFICATION

7.1 CONSIDERATION OF QUALIFICATIONS

The Lee County Port Authority reserves the right to reject, at its sole discretion, before or after opening, any bids that are determined to be nonresponsive or if the evidence submitted by the bidder or an investigation of the qualifications and/or experience of the bidder fails to satisfy the Lee County Port Authority that such bidder is sufficiently qualified or experienced to provide the goods or services required or carry out the obligations as required in this Request for Bid.

The Lee County Port Authority may consider any bid informal, that is not prepared and submitted in strict accordance with the provisions of this Request for Bids, and may waive any minor informalities or irregularities, at its sole discretion.

The Lee County Port Authority also reserves the right to reject all bids in response to the Request for Bids, in its sole discretion.

7.2 AUTOMATIC DISQUALIFICATION

A bidder shall be disqualified from consideration for award of an agreement under this bid, for any of the following reasons:

- Failure to submit bidder’s Certification with bid Submittal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Request for Bids



- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting bid

The Port Authority, at its sole discretion, may request clarification or additional information to determine a bidder's responsiveness.

8. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies, by submission of the certification attached as Form 5, that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

9. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Port Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Port Authority as part of this bid process. All potential respondents, Port Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Port Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

10. FINANCIAL RESPONSIBILITY

The bidder must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years prior to the date of bid submittal, prepared in accordance with generally accepted accounting principles, and with an independent certified public accountants (CPA) statement attached.

All financial information must be submitted under separate cover and is not to be included in the electronic version.



11. INSURANCE

All bidders should furnish proof of acceptable insurance. A copy of the bidder's current insurance certificate or a statement from the bidder's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

Each bidder shall provide evidence of its ability to furnish the minimum insurance coverage either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Port Authority: 1) Employer's Liability \$1,000,000; 2) Automobile Liability \$1,000,000; 3) Commercial General Liability \$1,000,000; and 4) Workers' Compensation in accordance with Florida statutory limit. Any work performed airside will require a minimum of \$5,000,000 in liability coverage. The insurance provided will include coverage for all parties employed by the bidder. At the discretion of the Port Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

An insurance certificate on an approved form is required from the successful bidder in the amounts stated above. The form must be properly executed and submitted by the insurance company and successful firm within fifteen (15) days after notification of the Lee County Port Authority Board of Port Commissioners' approval to award the agreement.

The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory; a waiver of subrogation in favor of the Authority will also be required. **The Lee County Port Authority shall be named as an additional insured on the policy. Please send certificate of insurance with Lee County Port Authority as certificate holder to the Port Authority's Risk Management Department at riskmanagement@flylcpa.com.**

12. The Lee County Port Authority shall not be responsible for any cost incurred by any bidder in the preparation of these bid documents or bid.
13. All blanks on the bid must be completed in ink or by typewriter.
14. Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the bidder.
15. In the case of unit price contracts, if an error occurs in the extension of an item, the unit price in words as shown in the bid documents will govern.
16. The Lee County Port Authority reserves the right to purchase directly various materials, supplies, and equipment that may be a part of this contract.
17. The Lee County Port Authority may cancel the contract upon giving thirty (30) days written notice to the bidder at its discretion.
18. Information and materials received by the Port Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07. If the bidder/Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder/Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Port Authority's determination of whether an exemption applies shall be final.



19. All bidders are notified and acknowledge by submitting a response to this request for bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply to this project. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.
20. The Lee County Port Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the purchase order, or in any change orders authorized pursuant to this contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful bidder and all subcontractors or materials suppliers engaged by the successful bidder.

21. RIGHT TO PROTEST

Any bidder affected adversely by an intended decision with respect to the award of any bid shall file, with the Purchasing Office for the Lee County Port Authority, a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Port Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913, telephone (239) 590-4555.

Failure to follow the Bid Protest Procedure requirements within the time frames prescribed herein as established by Lee County Port Authority shall constitute a waiver of your protest and resulting claims.

22. PAYMENT

The accepted bid price for the scope of work to be provided under this Request for Bids will be paid to the successful bidder, after completion and acceptance of the work and upon receipt of the successful bidder's invoice. All invoices, to include purchase order number, shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

23. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the bidder, other governmental entities may desire to utilize, i.e., piggyback, this agreement subject to the rules and regulations of that governmental entity. The Lee County Port Authority accepts no responsibility for other agreements entered into utilizing this method.



24. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

In contracts which are financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Port Authority, the cost principles of the grantor shall be used.

25. METHOD OF AWARD

The award shall be based on the lowest responsive, responsible bidder, meeting all requirements of the Port Authority's Request for Bids. The low bid will be based on base bid plus any or all alternates chosen at Owner's sole discretion.

26. ESTIMATED QUANTITIES:

Actual purchase of the Pre-conditioned Air and Ground Power Units described in this Request for Bids is neither guaranteed nor implied. All units listed for purchase are on an "as funds permit" basis and the Authority may order all, or none, of the units described.

27. NONEXCLUSIVITY OF AGREEMENT

The selected bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Lee County Port Authority.

28. WITHDRAWAL OR REVISION OF BIDS

A bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided that the bidder's request for withdrawal is received by the Port Authority in writing before the time specified for opening bids. Revised bids must be received prior to the date and time of the bid opening at the place specified.

29. PUBLIC OPENING OF BIDS

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. Port Authority reserves the right to extend this date and time at Port Authority's sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the bidder unopened.

30. REJECTION OF BIDS

The Port Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Port Authority, is in the best interest of the Port Authority and conforms to applicable state and local laws or regulations pertaining to the letting of contracts; or advertise for new bids; to make inquiries and request clarifications of any bid; or proceed with the work otherwise. All such actions shall promote the best interest of the Port Authority

31. AWARD OF CONTRACT

After consideration and evaluation of all bids received, a Notice of Intent to Award may be made to the lowest responsible Bidder(s) whose bid(s) is responsive to the request for bids and whose qualifications indicate the award will be in the best interest of the Port Authority, in the Port Authority's sole judgment. No award will be made until the Port Authority has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to



provide the required services in accord with the agreement and to the satisfaction of the Port Authority and within the time prescribed. The Port Authority reserves the right to reject the bid of any Bidder who does not pass such investigation to the Port Authority's satisfaction.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Port Authority Board of Port Commissioners for approval.

32. EXECUTION OF THE CONTRACT

After the contract award is approved by the Port Authority Board of Port Commissioners, the successful bidder(s) shall execute and return the Service Provider Agreement within fifteen (15) calendar days from the date the Agreement is delivered. **The successful bidder will be expected to execute the draft Service Provider Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful bidder to execute the service provider agreement within the fifteen (15) calendar days from the date the agreement is delivered shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement executed by the successful bidder, the Port Authority shall complete the execution of the agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, to the bidder. Delivery of the fully executed agreement to the bidder shall constitute the Port Authority's approval to be bound by the successful bidder's bid and the terms of the contract.

Until the Port Authority's final execution and delivery of the Agreement, the Port Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Port Authority will be promoted. The Port Authority reserves the right to cancel the award without incurring liability to the bidder (except Port Authority's return of bid bond if appropriate) at any time before an agreement has been fully executed by all parties and is approved by the Port Authority.

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PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

All bidders are asked to carefully review the bid documents to become familiar with what is required and to review all forms addressed below.

1. Hold Harmless and Indemnification: Bidder agrees by the signing of this document by an authorized party or agent to indemnify, hold harmless and defend Owner and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney’s fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation of the bidder and persons employed or utilized by the bidder in the performance of any contract awarded.

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PART C - PROJECT INFORMATION AND REQUIREMENTS

RFB 19-04, PURCHASE OF NEW ITW GSE PC AIR AND GROUND POWER UNITS FOR LEE COUNTY PORT AUTHORITY

SCOPE OF WORK

The Lee County Port Authority is soliciting competitive sealed bids from interested and qualified licensed and insured Bidders to furnish NEW ITW GSE PC AIR AND GROUND POWER UNITS as per specification:

PURCHASE OF THREE (3) NEW ITW GSE PRECONDITIONED AIR UNITS AND TWO (2) NEW ITW GSE GROUND POWER UNITS

The Authority seeks to set up a single vendor to provide the required goods and services as described in this Request for Bids. Purchase and delivery under the anticipated contract will commence on or about the month of November 2018.

SCOPE OF WORK

Please provide a written itemized Bid to deliver three (3) new **ITW GSE 3400 PCA ADF-130/2H PC Air** and two (2) new **ITW GSE 90SX240H Ground Power Units**, to be color matched according to **Sherwin Williams "Fort Myers Beige" color code. It is Port Authority's intention to accept offers to provide the designated models only. Due to standardization, no alternatives or substitutes will be allowed.**

A. Bids must include:

- **Three (3) New ITW GSE 3400 PCA ADF-130/2H PC Air units**
 1. Delivery of all materials and equipment
 2. Spare parts and accessories
 3. All manuals
 4. In-process inspection and testing of all equipment installations
 5. Freight

FOB Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913



- **Two (2) New ITW GSE 90SX240H Ground Power Units**

1. Delivery of all materials and equipment
2. Spare parts and accessories
3. All manuals
4. In-process inspection and testing of all equipment installations
5. Supply all passenger boarding bridge mounting brackets
6. Freight

FOB Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913

General Conditions

- Bidders shall provide a listing of recommended initial spare parts for all equipment furnished, including standard commercial prices and lead times to acquire such spare parts. Complete technical manuals must be supplied to the Lee County Port Authority.
- In the event of unit failure Bidders must agree to provide an on-site repair response within 24 hours for one (1) year for PC units and two (2) years for ground power units following the date of award.
- Bidders must agree to provide a price for all equipment that will remain firm for one (1) year following the date of award.

Standard Manufacturer's Warranty is Required

- a. Bidders must warrant that for a period of one year from the date of delivery and/or installation, and acceptance by the Authority, whichever is later, the goods provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained
- b. During the warranty period, Owner may, at its option, request that any vendor awarded this bid repair or replace any defective goods, by written notice to the vendor. In that event, vendor shall repair or replace the defective goods, at vendor's expense, within thirty days. Alternatively, Owner may return the defective goods, at vendor's expense, for a full refund. Exercise of either option shall not relieve vendor of any liability to Owner for damages sustained by virtue of vendor's breach of the warranty.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Bid (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
 Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Responder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Serial/Commission No.



FORM 2 - OFFICIAL BID FORM

BID NO. **RFB 19-04** BIDDER'S NAME: _____

DATE: NOVEMBER 20, 2018

TIME: 2:00 P.M. LOCAL TIME

Purchasing
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

1. The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

**PURCHASE OF NEW ITW GSE PRECONDITIONED AIR AND
GROUND POWER UNITS
FOR LEE COUNTY PORT AUTHORITY**

in full accordance with the specifications prepared in accordance with the Port Authority Bids, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

Model #	Qty	Unit Cost	Total Cost	Lead Time
New ITW GSE 3400 PCA ADF-130/2H	3			
New ITW GSE 90SX240H Ground Power Units	2			

Total cost for all units

\$ _____

(Written)



FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____,
by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: _____



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER’S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.4725 (1)(a) Fla. Stat. (2016) that result in bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded under this request for bids.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My Commission
Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinances Nos. 08-26 and 17-16.



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Printed Name

Title

Signature

Notary Public – State of _____
County of _____
Sworn to and subscribed before me this _____ day of _____, 20 _____
Personally known _____ or produced identification _____.
My Commission Expires _____
(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public



FORM 12: OPTIONAL FORM

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Brooke Green, Purchasing Agent, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 bagreen@flylcpa.com, (239) 590-4539 (fax).

We are not responding to this Port Authority Bid for the following reason(s):

- _____ Services are not available through our company
- _____ Our services do not meet the Scope of Services
- _____ Circle one - Scope of Services were -
not clearly understood; not applicable; too vague; too rigid;
Insufficient time allowed for preparation
- _____ Other reason(s): _____

How did you learn about this solicitation?

- _____ Public Purchase
- _____ Local newspaper
- _____ Florida Airports Council
- _____ Airport Minority Advisory Council
- _____ Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____



It's all about
connections

November 19, 2018

Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

Reference: RFB #19-04
Purchase of New ITW GSE Preconditioned Air and Ground Power Units

Subject: ITW GSE Bid QAR11192018

To the Purchasing Office,

Thank you for giving ITW GSE the opportunity to bid on your new PCA and GPU requirement.

Attached is our offer for the ITW GSE Model 3400 PCA and Model 2400 GPU. We have included all completed, original forms plus the PDF copy on USB.

Please let us know if you have any questions on our offer.

ITW GSE Inc.

Alberto Rocha

Sales Director, Americas
Email: arocha@itwgse.us
Phone: +1 941 721 1143
Cell: +1 561 235 4387



It's all about connections

ITW GSE Inc.
11001 US Highway 41 North Phone: +1 941 721 1000
Palmetto, FL 34221 Web: www.itwgse.com
USA



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Bid (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # # 1 Date: Nov. 6, 2018 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Responder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

ITW GSE INC.
NAME OF BUSINESS
Alberto Rocha
AUTHORIZED SIGNATURE
ALBERTO ROCHA, SALES DIRECTOR
NAME, TITLE, TYPED
26-1568318
FEDERAL IDENTIFICATION #

11001 U.S. HWY 41 N.
MAILING ADDRESS
PALMETTO, FL 34221
CITY, STATE & ZIP CODE
C: 561-235-4387; O: 941-721-1000
TELEPHONE NUMBER / FAX NUMBER
AROCHA@ITWGSE.US; SALES@ITWGSE.US
EMAIL ADDRESS

State of: Florida
County of: manatee

This foregoing instrument was acknowledged before me this 19th day of November, 2018, by Alberto Rocha, who is personally known to me or produced Kathleen Burns - 66083716 as identification.
Signature of Notary Serial/Commission No.



A.R.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units for Lee County Port Authority

FORM 2 - OFFICIAL BID FORM

BID NO. RFB 19-04 BIDDER'S NAME: ITW GSE INC.

DATE: NOVEMBER 20, 2018

TIME: 2:00 P.M. LOCAL TIME

Purchasing
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

1. The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

PURCHASE OF NEW ITW GSE PRECONDITIONED AIR AND GROUND POWER UNITS FOR LEE COUNTY PORT AUTHORITY

in full accordance with the specifications prepared in accordance with the Port Authority Bids, contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

Model #	Qty	Unit Cost	Total Cost	Lead Time
New ITW GSE 3400 PCA ADF-130/2H	3	\$77,800	\$233,400	6-8 WEEKS ARO
New ITW GSE 90SX240H Ground Power Units	2	\$25,000	\$ 50,000	6-8 WEEKS ARO

Total cost for all units

\$ 283,400

TWO HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED DOLLARS

(Written)



A.R.



It's all about connections

AXA Power, Hobart, Houchin, Military and J&B are now ITW GSE.
We remain: same people, same products, same company.

ITW GSE Inc., 11001 US Highway 41 North, Palmetto, FL 34221 USA

Page: 1 of 2

TO: Lee County Port Authority
Purchasing Office, 3rd Floor
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

RE: RFB #19-04 Purchase of New ITW GSE PCA and GPU's
Bid Opening November 20, 2018, Time 2:00 P.M.

QUOTE NO: QAR11192018

DATE: 11/19/2018

FROM: Alberto Rocha

PHONE: 561-235-4387

EMAIL: arocha@itwgse.us

FAX:

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

ITEM #	QTY	MODEL/ PART NO.	DESCRIPTION	UNIT PRICE U.S.D.	TOTAL U.S.D.
001	3	ADF-130/2H AP-572526	ITW GSE PCA 3400 * Horizontal unit for under-bridge mounting * Single Outlet (14" connection) * Airflow: up to 130 kg/min (max); 286 ppm; 45-tons nominal * 2 cooling circuits; with heat * Bridge pre-cool option (P/N 292256) included. Does not include bridge plenum or hoses. * Refrigerant: R410A * INPUT: 3 x 480V, 50/60Hz * FINISH: Fort Myers Beige, per specification * Cabin sensor with hook included (P/N AP-572810) * Bridge Bracket (P/N EN11617) for Dew "C" Tunnel PBB * Also includes remote control panel, filter, VFD on compressors and main blower * Does not include spare parts, condensate water piping, cables and cable glands, interface to BMS, or service hoses. * Warranty: 1 year (subject to ITW GSE standard T&C's)	\$ 77,800	\$ 233,400
002	2	90SX240H AP-578651	ITW GSE 90kVA Ground Power Unit Type 3GWH-200/260-N * Horizontal unit for under-bridge mounting * 12-pulse rectifier PWM inverter * OUTPUT: One 400Hz 200VAC (260A) * FINISH: Fort Myers Beige, per specification * Operation & Maintenance Manual * Remote Operator Panel with integrated Hoist Controls * Universal Bridge Bracket (P/N 292184-01) * Does not include spare parts, installation, input cabling, AC output cables or cable hoists. * Warranty: 2 years (subject to ITW GSE standard T&C's) *Bid includes delivery of all equipment to RSW site (one trip). *Bid includes start-up and commissioning of installed equipment. *No taxes included. Lee County Port Authority is tax exempt.	\$ 25,000	\$ 50,000

Total with options: \$ 283,400

ENCLOSED: Required Bid Forms
FOB POINT: FOB Southwest Florida International Airport
TERMS: Net 30 Days
VALIDITY: 150 Days
SHIPMENT: 6-8 weeks ARO : Subject to availability when ordered
WARRANTY: ITW GSE Standard Terms & Conditions (current rev.) Apply

Alberto Rocha
Sales Director, Americas
arocha@itwgse.us

A.R.

Terms and Conditions of Sale may be viewed on our website @ www.itwgse.com
BUYER: Sales of ITW GSE Inc., also doing business as ITW GSE Hobart, ITW GSE Americas, ITW GSE J&B Aviation, ITW GSE Military ("ITW GSE") products and services are expressly limited to and made conditional on acceptance of ITW GSE Terms and Conditions of Sale, dated 28. April 2015, found at <<http://itwgse.com/terms-and-conditions-of-sale/>>. Any other Terms, additional or different, are hereby rejected. Commencement of work by ITW GSE or acceptance of delivery of products by the customer constitutes acceptance of the "Terms and Conditions of Sale."



- > This equipment is not to be exported to or used in any country named on the U.S. Government's list of restricted nations. All shipments are subject to review by U.S. Export offices
- > Order confirmation is subject to a disclosure statement declaring end-user and country.



It's all about connections

ORIGINAL

ITW GSE Inc., 11001 US Highway 41 North, Palmetto, FL 34221 USA

SUBJECT: **Recommended Spares List**

MODEL: **PCA3400 / 130**

SPEC:

PAGE: **1 OF 1**

Part Number	Description	Qty	Unit Price USD	Ext Price USD
AP-DI2600	Diode	1	\$ 4.50	\$ 4.50
AP-AE2004	PT100 Sensor, Fast	5	\$ 310.00	\$ 1,550.00
AP-AE2024	Pressure Transmitter	1	\$ 330.00	\$ 330.00
AP-AE2013	Pressure Transmitter	1	\$ 289.38	\$ 289.38
SI4929	Semiconductor Fuse	10	\$ 95.24	\$ 952.40
AP-SI2066	ATO Fuse 5A	1	\$ 4.50	\$ 4.50
AP-SI2076	ATO Fuse 2A	10	\$ 12.76	\$ 127.60
AP-AE2009	Pressure Switch	1	\$ 151.32	\$ 151.32
KO4379	Thermal O/L Relay	1	\$ 95.71	\$ 95.71
KO4378	Contactora	1	\$ 104.52	\$ 104.52
579526	GSE Control Board (Need Unit S/N)	1	\$ 1,597.69	\$ 1,597.69
AP-VN0018	Fan	2	\$ 128.65	\$ 257.30
AM5011	Compact Filter (Order 2/unit)	2	\$ 322.82	\$ 645.64
				\$ 6,110.56

Prices Are F.O.B. Palmetto, Florida
Prices Subject To Change Without Notice

3400_130 Spares 11/2018



A.R.



It's all about connections

ORIGINAL

ITW GSE Inc., 11001 US Highway 41 North, Palmetto, FL 34221 USA

SUBJECT: Recommended Spares List

MODEL: 2400 - 30 to 90SX240

SPEC: Horizontal

PAGE: 1 OF 1

Part Number	Description	Qty	Unit Price USD	Ext Price USD
AP-AM0067	Output (base) Air Filters	3	\$ 20.46	\$ 61.38
FA11472	Air Filter (pack of 5)	2	\$ 60.72	\$ 121.44
AP-SI2066	F5 ATO Fuse 5A (F)	10	\$ 4.50	\$ 45.00
AP-SI2075	F4 ATO Fuse 5A (F)	10	\$ 4.75	\$ 47.50
AP-SI2076	F1 - F3 ATO Fuse 2A	10	\$ 12.76	\$ 127.60
AP-DP0222	Q4 Circuit Breaker	1	\$ 89.90	\$ 89.90
AP-IT0032	T5 Current Transformer 70A 1:500	1	\$ 14.00	\$ 14.00
AP-KM0200	X1, X2 Terminal block	10	\$ 7.50	\$ 75.00
AP-KP7087	Capacitor	3	\$ 142.31	\$ 426.93
AP-PS0010	G1 DC Power Supply	1	\$ 272.54	\$ 272.54
				\$ 1,281.29

Prices Are F.O.B. Palmetto, Florida

Prices Subject To Change Without Notice

2400_90kVA Spares 11/2018



A.R.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units for Lee County Port Authority

FORM 3: LOBBYING AFFIDAVIT

STATE OF: FLORIDA

COUNTY OF: MANATEE

ALBERTO ROCHA

being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of ITW GSE INC. (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

Alberto Rocha
AFFIANT

The foregoing instrument was acknowledged before me on November 19, 2019, by ALBERTO ROCHA (name of person, officer or agent, title of officer or agent), of ITW GSE INC. (corporation or partnership, if applicable), a DELAWARE CORPORATION (State of incorporation or partnership, if applicable), on behalf of the CORPORATION (Corporation or partnership, if applicable). He/She is personally known to me or has produced PERSONALLY KNOWN as identification.

Patricia A. Tipton
Signature of person taking acknowledgment

Patricia A. Tipton
Name typed, printed, or stamped

Inside Sales Manager
(Title or rank)

Kathleen Burns 66083716
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



A.R.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units
for Lee County Port Authority

FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: ITW GSE INC.



A.T.C.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units
for Lee County Port Authority

FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER'S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in Section 215.4725 (1)(a) Fla. Stat. (2016) that result in bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded under this request for bids.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Alberto Rocha
[Signature]

Notary Public
State of Florida
County of Manatee

Sworn to and subscribed before me this 19 day of November, 2018
by ALBERTO ROCHA who produced the following as identification
PERSONALLY KNOWN (Type of identification) or is personally known to me. My Commission
Expires 5/14/21.

[stamp or seal]

Kathleen M Burns
[Signature of Notary Public]

Kathleen M Burns
[Typed or printed name]



A.R.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units
for Lee County Port Authority

FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinances Nos. 08-26 and 17-16.



A.R.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units
for Lee County Port Authority

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

ALBERTO ROCHA

Printed Name
SALES DIRECTOR

Title

Signature

Alberto Rocha

Notary Public – State of FLORIDA

County of MANATEE

Sworn to and subscribed before me this 19 day of November, 20 18

Personally known X or produced identification _____

My Commission Expires 5/14/21

(Type of identification) _____

Kathleen m Burns

Printed, typed or stamped commissioned name of Notary Public



A.R.



RFB #19-04 Purchase of New ITW GSE Preconditioned Air and Ground Power Units
for Lee County Port Authority

FORM 12: OPTIONAL FORM

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Brooke Green, Purchasing Agent, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 bagreen@flylcpa.com, (239) 590-4539 (fax).

We are not responding to this Port Authority Bid for the following reason(s):

- Services are not available through our company
- Our services do not meet the Scope of Services
- Circle one - Scope of Services were -
not clearly understood; not applicable; too vague; too rigid;
Insufficient time allowed for preparation
- Other reason(s): _____

How did you learn about this solicitation?

- Public Purchase
- Local newspaper
- Florida Airports Council
- Airport Minority Advisory Council
- Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____



A.R.

2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000000836

Entity Name: ITW GSE INC.

Current Principal Place of Business:

155 HARLEM AVE.
GLENVIEW, IL 60025

Current Mailing Address:

155 HARLEM AVE
GLENVIEW, IL 60025 US

FEI Number: 26-1568318

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D, VP, SECRETARY
Name FINCH, NORMAN
Address 155 HARLEM AVE.
City-State-Zip: GLENVIEW IL 60025

Title D, VP, TREASURER
Name LIVINGSTON, DAVID
Address 155 HARLEM AVE.
City-State-Zip: GLENVIEW IL 60025

Title PRESIDENT
Name OLSSON, HENRICK
Address 155 HARLEM AVE
City-State-Zip: GLENVIEW IL 60025

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID LIVINGSTON

VP

04/26/2018

Electronic Signature of Signing Officer/Director Detail

Date



A.L.P.



Detail by Entity Name

Foreign Profit Corporation
ITW GSE INC.

Cross Reference Name

GSE HOLDINGS INC.

Filing Information

Document Number	F08000000836
FED/EIN Number	26-1568318
Date Filed	02/25/2008
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/14/2018
Event Effective Date	NONE

Principal Address

155 Harlem AVE.
GLENVIEW, IL 60025

Changed: 04/09/2015

Mailing Address

155 Harlem AVE
GLENVIEW, IL 60025

Changed: 04/09/2015

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D, VP, Secretary

Finch, Norman
155 Harlem AVE.
GLENVIEW, IL 60025

Title D, VP, Treasurer



A.R.

Livingston, David
 155 Harlem AVE.
 GLENVIEW, IL 60025

Title President

Olsson, Henrick
 155 Harlem Ave
 Glenview, IL 60025

Annual Reports

Report Year	Filed Date
2016	04/20/2016
2017	04/28/2017
2018	04/26/2018

Document Images

04/26/2018 -- ANNUAL REPORT	View image in PDF format
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04/24/2013 -- ANNUAL REPORT	View image in PDF format
06/20/2012 -- Dropping Alternate Name	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
07/14/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
02/17/2009 -- Change Alternate Name	View image in PDF format
02/25/2008 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



A.P.

Memorandum of Insurance

MEMORANDUM OF INSURANCE						DATE 16-Nov-2018	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE			
INSURED ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States				Co. A ZURICH AMERICAN INSURANCE COMPANY			
				Co. B AMERICAN ZURICH INSURANCE COMPANY			
				Co. C			
				Co. D			
				Co. E			
				Co. F			
COVERAGES							
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY Commercial General Liability Occurrence	*GLO 9373453-015(US)	01-Nov-2018	01-Nov-2019	GENERAL AGGREGATE	USD \$4,000,000	
					PRODUCTS - COMP/OP AGG	USD \$4,000,000	
					PERSONAL AND ADV INJURY	USD \$2,000,000	
					EACH OCCURRENCE	USD \$2,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	USD \$500,000	
					MED EXP (ANY ONE PERSON)	USD \$10,000	
A	AUTOMOBILE LIABILITY Any Auto Garage Keepers Liability	BAP 9373447-15 (AOS)	01-Nov-2018	01-Nov-2019	COMBINED SINGLE LIMIT	USD \$3,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURENCE		
					AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
B A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC 9373451-16 (AOS Ded) WC 9373452-16 (Retro - WI)	01-Nov-2018 01-Nov-2018	01-Nov-2019 01-Nov-2019	WORKERS COMP LIMITS	Statutory	
					EL EACH ACCIDENT	USD \$1,000,000	
					EL DISEASE - POLICY LIMIT	USD \$1,000,000	
					EL DISEASE - EACH EMPLOYEE	USD \$1,000,000	
A	General Liability	**GLO 9441382-04	01-Nov-2018	01-Nov-2019	See Below	See Below	
<p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>							



A.R.

MEMORANDUM OF INSURANCE		DATE 16-Nov-2018
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<p>PRODUCER Marsh USA Inc. ("Marsh")</p>	<p>INSURED ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States</p>	
<p>ADDITIONAL INFORMATION GENERAL LIABILITY GLO 9373453-15 *GENERAL LIABILITY SUBJECT \$1,000,000 SIR *PRODUCTS OCCURRENCE \$4,000,000 **GENERAL LIABILITY - ITW FOOD EQUIPMENT GROUP LLC Policy Number: (GLO 9441382-04) LIMITS: EACH OCCURRENCE: USD \$3,000,000 DAMAGE TO RENTED PREMISES: USD \$500,000 MED EXP: USD \$10,000 PERSONAL & ADV INJURY: USD \$2,000,000 GENERAL AGGREGATE: USD \$4,000,000 PRODUCTS-COMP/OP AGG: USD \$4,000,000 PRODUCTS OCCURRENCE: USD \$4,000,000 S.I.R. USD \$1,000,000 AUTOMOBILE PHYSICAL DAMAGE - USD \$500,000 COMP & COLL. DEDUCTIBLE ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW: ANCHOR FASTENERS ARK-LES ATLANTIC MILLS AVERY-WEIGH-TRONIX BAXTER MANUFACTURING BAY AREA LABELS BEDFORD WIRE BEE LEITZKE BERNARD WELDING COMPONENTS BRANDS BROOKS INSTRUMENT BUEHLER INTERNATIONAL BUILDEX CALIFORNIA INDUSTRIAL PRODUCTS CELESTE CFC INTERNATIONAL CHEMTRONICS CIP FASTENERS CODING PRODUCTS COEUR, INC. COVID SECURITY GROUP CRIMSCO DAE LIM USA DAHTI SEATING DELPRO</p>		



A.R.

DELTAR BODY & INTERIOR
 DELTAR FUEL SYSTEMS
 DELTAR SEAT COMPONENTS
 DESPATCH INDUSTRIES
 DIAGRAPH - LABEL GROUP
 DIAGRAPH - MARKING & CODING
 DIAGRAPH - MSP
 DRAWFORM
 DYNATEC
 E.H. WACHS COMPANY
 ELECTRO STATIC TECHNOLOGY
 ENVOPAK US
 F G EVERCOAT U S
 FASTEX DISTRIBUTION
 FASTEX OEM & APPLIANCE
 FILTERTEK
 FILTRATION PRODUCTS
 FLUIDS NORTH AMERICA
 GAYLORD INDUSTRIES
 GSE HOLDINGS INC
 HARTNESS INTERNATIONAL
 HEARTLAND COMPONENTS US
 HI-CONE
 HOBART SERVICE - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
 HOBART ALUMINUM
 HOBART BAKERY SYSTEMS
 HOBART BROTHERS
 HWA MEIR
 INSTRON
 INSULATION SYSTEMS
 ITW BUILDING COMPONENTS GROUP INC.
 ITW COMMERCIAL CONSTRUCTION NORTH AMERICA
 ITW COMMERCIAL CONSTRUCTION NORTH AMERICA -PNA
 ITW CONSTRUCTION SERVICE & PARTS
 ITW CONSUMER DEVCON/VERSACHEM
 ITW DELTAR FASTENERS / ITW NEXUS
 ITW ENGINEERED FASTENERS & COMPONENTS
 ITW ENGINEERED POLYMERS
 ITW FOILS U S
 ITW FOOD EQUIPMENT GROUP LLC/Hobart Service
 ITW GLOBAL BRANDS
 ITW GLOBAL TIRE REPAIR INC.
 ITW GRAPHICS
 ITW GRK
 ITW GSE Americas
 ITW GSE Holdings
 ITW LABELS
 ITW NEXUS
 ITW PERFORMANCE POLYMERS
 ITW POLYMERS ADHESIVES NORTH AMERICA
 ITW POLYMERS COATING NORTH AMERICA
 ITW POLYMERS SEALANTS NORTH AMERICA
 ITW POWERTRAIN FASTENERS
 ITW PRO BRANDS
 ITW PROFESSIONAL AUTOMOTIVE PRODUCTS
 ITW WINDGROUP
 JETLINE ENGINEERING
 KAIRAK
 KESTER
 LOCK INSPECTION SYSTEMS INC.



A.R.

LOMA SYSTEMS
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MILLER ELECTRIC MFG. CO.
MILLER TIG EQUIPMENT
MILLER WELDING AUTOMATION
NATIONAL SERVICE CENTER
NORTH AMERICAN POWERTRAIN FASTENING
NORTH STAR IMAGING
OPTO DIODE
PASLODE
PAXTON PRODUCTS
PEERLESS FOOD EQUIPMENT
PERMATEX
PILLAR TECHNOLOGIES
PRECISE BIOMEDICAL, INCORPORATED
QSA GLOBAL INC.
RACOR
RIPPEY
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS
SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF GROUP
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SIMCO-ION INDUSTRIAL
SIMCO-ION TECHNOLOGY
SLIME
SOMAT
SPEEDLINE TECHNOLOGIES
STERO
SWITCHES
TEXWIPE
THERMAL FILMS
TISSUE GROWTH TECHNOLOGIES
TRANS TECH
TRAULSEN
TRIMARK
USI
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN FOOD EQUIPMENT GROUP
VULCAN-HART
WACHS SUBSEA, LLC
WITCO FOODSERVICE EQUIPMENT
WOLF
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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A.R.

ITW GSE

2400 COMPACT GPU

30-45-60-90-120-140-180 kVA solid-state GPU



PLUG & PLAY
UNIQUE VOLTAGE QUALITY



It's all about connections





OPTIMAL POWER AT THE AIRCRAFT

At ITW GSE, we monitor the market and are at the forefront of new aircraft requirements and market developments. This has been an objective since we introduced our first 400 Hz unit to the market. And it still is! Therefore, the ITW GSE 2400 Compact is designed to fulfil the ISO 6858 standard regarding voltage imbalance and phase displacement at the aircraft plug.

SMALL, SIMPLE, RELIABLE AND ROBUST

The 2400 series is the market's best choice when it comes to solid-state, point-of-use units. It is small and simple, reliable and robust. It has all kinds of outstanding technical qualities from the unique output voltage, the smart ITW GSE user interface, soft-ware update via USB and the standard overload capabilities that matches all types of aircraft.

UNIQUE VOLTAGE QUALITY AT THE PLUG MEANS ON-TIME DEPARTURES

Fixed installations often include a mix of long

symmetrical and asymmetrical output cables as well as connection boxes that makes it difficult to keep the required voltage quality at the aircraft connector. This is exactly where ITW GSE's patented Plug & Play voltage compensation system makes a difference. The Plug & Play system is based on a true individual phase regulation combined with a predetermined model of the actual cable installation. Therefore, the 2400 GPU provides an outstanding voltage quality at the connector thus ensuring on-time departures and happy passengers!

FURTHER BENEFITS OF THE ITW GSE 2400

- 400% overload
- 90 kW continuous at an ambient temperature of 56°C
- Clean input power with a unity power factor and a current THD less than 5% due to the magnetic wave-shaping topology
- TCP / IP connection to BMS as standard

SPECIFICATIONS

ITW GSE 2400 30-45-60-90 kVA solid-state GPU

Input

Type	Amps (0.8)	Amps (1.0)	Hertz	Voltage
30 kVA	63 A	78 A	45-65	230 ±15%
	38 A	48 A	45-65	400 ±15%
	30 A	37 A	45-65	480 ±10%
	25 A	32 A	45-65	600 ±10%
45 kVA	91 A	114 A	45-65	230 ±15%
	58 A	71 A	45-65	400 ±15%
	48 A	59 A	45-65	480 ±10%
	39 A	47 A	45-65	600 ±10%
60 kVA	75 A	93 A	45-65	400 ±15%
	63 A	78 A	45-65	480 ±10%
	50 A	62 A	45-65	600 ±10%
90 kVA	111 A	140 A	45-65	400 ±15%
	93 A	117 A	45-65	480 ±10%
	74 A	94 A	45-65	600 ±10%

- Rectification: Magnetic wave-shaping
- Line current distortion: 90 kVA <5%, 60 kVA < 9%, 45 kVA < 10%, 30 kVA < 12%
- Power factor: 90 kVA: 1 @ nominal load, 45-60 kVA: 0,99, 30 kVA: 0,97
- Inrush current: None

Output

- Rated Power: 30-45-60-90 kVA PF 0,8-1
- Voltage: 3 x 115/200 V
- Frequency: 400 Hz ± 0,1%
- Power factor: 0,7 lagging to 0,95 leading
- Voltage regulation: <0,5% for balanced load and up to 30% unbalanced load
- Voltage recovery: ΔU <8% and rec. time <10 ms at 100% load change
- Total harm. content: <2% at linear load (typ. 1,5%), <2% at non linear load according to ISO 1540
- Crest factor: 1,414 ± 3%
- Voltage modulation: <1,0%
- Phase angle symmetry: 120° ± 1° for balanced load, 120° ± 2° for 30% unbal. load

Protection

- Protection class: IP55
- No break power transfer
- Over/under voltage at output
- Overload
- Internal high temperature
- Control voltage error
- Short circuit at output
- GPU enable
- 90% switch interlock
- Neutral voltage supervision
- Broken neutral supervision
- Leakage current supervision

Weight

- Fixed & PBB units: 310 kg (683 lbs.)
- Mobile units: 460 kg (1,014 lbs.)

Efficiency

- Overall efficiency: 0,94 at 35-90 kVA load PF 0,8, 0,90 at 25 kVA load PF 0,8
- Stand by losses: 65 W
- No load losses: 2,2 kW

Environmental

- Operating temperature: -40°C to 56°C (-40°F to +132°F) (+60°C (+140°F) at Aircraft Load)
- Relative humidity 10-100%
- Noise level <65 dB(A)@1m - typically 60 dB(A)

Overload Ratings

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

Miscellaneous

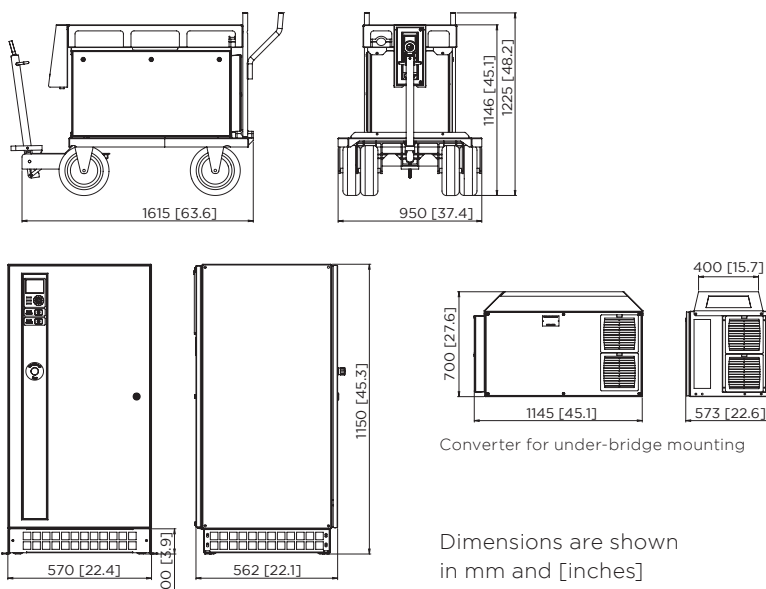
- MTTR: max. 20 minutes
- Colour: RAL 7035 (standard)

Available Standard Options

- 28 VDC, 600 A output (ARU) - Kindly refer to page "Power two aircraft with just one GPU"
- Additional base module
- Additional output contactor
- Terminal extension for 2 pcs. of 7 core cable
- Remote control box
- Lockable door
- Door switch
- RS485 interface
- Military interlock
- Dry Contacts
- ITW GSE service tool

Norms and Standards

- See next page



ITW GSE 2400 120-140-180 kVA solid-state GPU

Input

Type	Amps (0.8)	Amps (1.0)	Hertz	Voltage
120 kVA	150	190	45-65	400 ± 15%*
	130	160	45-65	480 ± 10%*
	105	130	45-65	600 ± 15%*
140 kVA	175	220	45-65	400 ± 15%*
	150	185	45-65	480 ± 10%*
	120	150	45-65	600 ± 15%*
180 kVA	230	285	45-65	400 ± 15%*
	190	240	45-65	480 ± 10%*
	150	190	45-65	600 ± 15%*

* Values adjusted to next 5A value

- Rectification: Magnetic wave-shaping
- Line current distortion: 120 kVA: 9%, 140 kVA: 7%, 180 kVA: 5%
- Power factor: 120 - 140 kVA: 0,99
180 kVA: 1 @ nominal load
- Inrush current: None

Output

- Rated Power: 120-140-180 kVA
PF 0,8-1
- Voltage: 3 x 115/200 V
- Frequency: 400 Hz ± 0,1%
- Power factor: 0,7 lagging to 0,95 leading
- Voltage regulation: <0.5% for balanced load and up to 30% unbalanced load
- Voltage recovery: ΔU <8% and rec. time <10 ms at 100% load change
- Total harm. content: <2% at linear

Norms and Standards (valid for 30 to 180 kVA units)

- DFS400 Specification for 400 Hz aircraft power
- ISO 6858 Aircraft ground support electric supplies
- BS 2G 219 General requirements for ground support equipment
- MIL-STD-704F Aircraft electric power characteristics
- SAE ARP 5015 Ground equipment 400 Hz ground power performance requirement
- EN2282 Aerospace series characteristics of aircraft electrical supplies
- EN62040-1-1 General & safety requirement
- EN61558-2-6 General & safety requirement
- EN61000-6-4 Electromagnetic compatibility Generic emission standard
- EN61000-6-2 Generic immunity standard
- EN1915-1&2 Machinery; general safety requirements
- EN12312-20 Machinery; specific safety requirements
- Listed per UL1012 (Only valid for 230/480/600V versions)

load (typ. 1,5%) <2% at non linear load according to ISO 1540

- Crest factor: 1,414 ± 3%
- Voltage modulation: <1,0%
- Phase angle symmetry: 120° ± 1° for balanced load
120° ± 2° for 30% unbal. load

Protection

- Protection class: IP55 input & output zones
- No break power transfer
- Over/under voltage at output
- Overload
- Internal high temperature
- Control voltage error
- Short circuit at output
- GPU enable
- 90% switch interlock
- Neutral voltage supervision
- Leakage current supervision

Weight

- Fixed & PBB units: 650 kg (1,433 lbs.)

Efficiency

- Overall efficiency: 0.93 at 180 kVA load PF 0.8-1
- Stand by losses: 150 W
- No load losses: 4,4 kW

Environmental

- Operating temperature: -40°C to +56°C (-40°F to +132°F) (+60°C (+140°F) at Aircraft Load)
- Relative humidity 10-100%
- Noise level < 65 dB(A) @1m

Overload Ratings

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

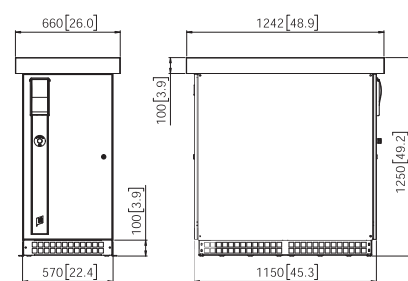
Miscellaneous

- MTTR: max. 20 minutes
- Colour: RAL 7035 (standard)

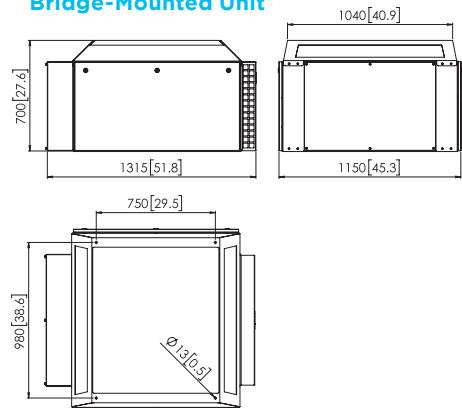
Available Standard Options

- Additional base module
- Single output configuration
- Terminal extension for 2 pcs. of 7 core cable
- Remote control box
- Lockable door
- Door switch
- RS485 interface
- Military interlock
- Dry Contacts
- ITW GSE service tool

Fixed Unit



Bridge-Mounted Unit

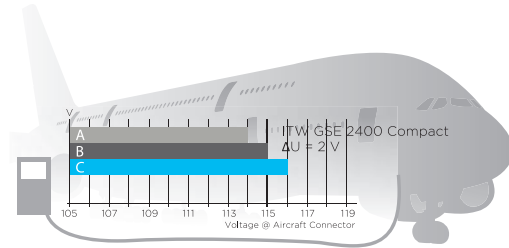


Dimensions are shown in mm and [inches]

UNIQUE VOLTAGE QUALITY

The output voltage quality of the ITW GSE 2400 Compact is unique due to the patented Plug & Play system. The ITW GSE 2400 is designed to fulfil the ISO 6858 standard that requires max. phase unbalance of less than 4 V and a phase angle of $120^\circ \pm 2.5^\circ$.

The example to the right shows the voltage of the 3 phases at 35% unbalanced load @ PF 0.8 by use of a typical cable consisting of 65 m of 7x35 mm² installation cable and 26 m of 4x70 mm² flexible cable.



The ITW GSE 2400 Compact fulfils the ISO 6858 standard

SUPPLY ALL AIRCRAFT INCL. PF1

The ITW GSE 2400 Compact is a true Power factor 1 ground power unit that allows for 400% overload meaning that it can be used for all types of aircraft from the narrow-body to the wide-body incl. B787/A350/A380.



THE ITW GSE OPERATOR INTERFACE

The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as voltage and current at the display screen. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician.



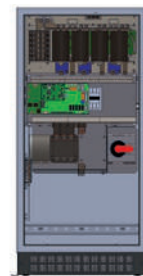
MAXIMUM PERSONAL SAFETY

- Protective covers behind access doors to prevent accidental exposure to “live” parts
- Supervision of neutral conductor rupture & leakage current
- Supervision of neutral voltage
- Detection of hazardous voltages at aircraft frame (by supervision of interlock voltage)
- Avoidance of hazardous voltages in control wires through prevention of insulation failures in cable or plug



EASY CABLE CONNECTION

Connection of the rigid in- and output cables is easy since there is room for a very good manoeuvrability at the bottom of the cabinet. Further, we have integrated a robust bar at the bottom for cable relief. Access to the vital parts of the converter is extremely easy since those parts have all been positioned right behind the front door in a well-arranged way.



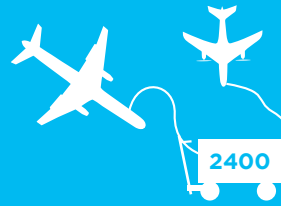
DOWNLOADS AND UPDATES

The software-based control system means your ITW GSE 2400 Compact can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick/flash drive. Service log files and maintenance data can also be transferred the same way for analysis and to help ensure more efficient back-office procedures and more effective facility management.



POWER TWO AIRCRAFT WITH JUST ONE GPU?

Yes – Choose option
ITW GSE 2400 Combi Compact Unit



Often, the same parking position accommodates a large mix of aircraft during a day. Typically, a parking position would require a 400 Hz source in the morning where the bigger aircraft are docking – but 28 V during other times of the day. Is this your requirement, the 2400 Compact Combi unit is the answer.

The combi unit is capable of delivering 400 Hz and regulated 28 VDC power, simultaneously and independently! The 28 V Active Rectifier Unit (ARU) - available as a standard option - delivers superior voltage quality at the aircraft plug without jeopardising the 400 Hz voltage. It goes without saying that the ITW GSE 2400 Compact Combi will power your aircraft, whether a narrow body or a turbo prop, whenever you need it!

Output Specifications, 28 VDC ARU

- Voltage: 28 VDC
Max. output power for complete unit is limited to the nominal rating of the 400 Hz part of the unit
- Current: 600 A (400 A) continuously
- Voltage regulation: < 0,5%
- Voltage ripple: < 2%
- Voltage transient recovery
Complies with ISO 6858 / MIL-704F
- Overload capability: 600 A (400 A)
1200 A (800 A) for 30 seconds
1800 A (1200 A) for 10 seconds
2100 A (1400 A) for 5 seconds
2400 A (1600 A) for 2 seconds
To protect the aircraft, the output voltage is decreased by 2 V per 600 A (400 A) in the overload range
600-2400 A (400-1600 A)
Complies with ISO 6858

Setup:

- Output voltage: 19-33 V
- Voltage compensation: 0-3 V (600/400 A)
- Current limit: 300-2400 A in steps (600 A units)
200-1600 A in steps (400 A units)

Protection

- Rectifier temperature too high
- Short circuit at output
- Over and under voltage at output
U < 20 VDC for more than 4 seconds
U > 32 VDC for more than 4 seconds
U > 40 VDC for more than 150 ms

Weight

- Fixed Combi Compact: 410 kg (903 lbs.)
- Mobile Combi Compact: 585 kg (1,290 lbs.)

Environmental

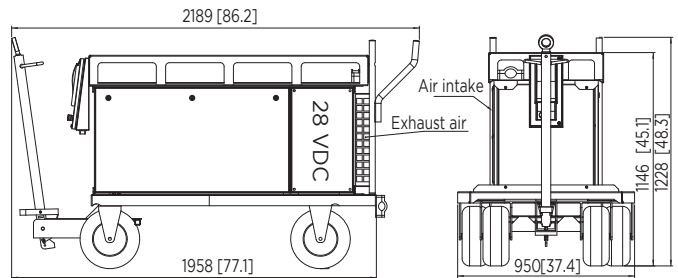
- Operating temperature -40°C to +45°C (-40°F to 113°F)

Available Ratings

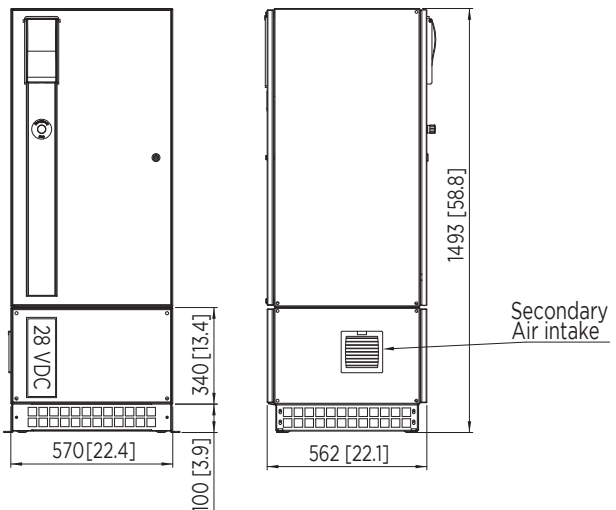
- 30 kVA with 28 VDC ARU
- 45 kVA with 28 VDC ARU
- 60 kVA with 28 VDC ARU
- 90 kVA with 28 VDC ARU

All available in fixed and mobile versions

Mobile Version



Fixed Version

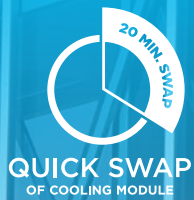


Dimensions are shown in mm and (inches)

ITW GSE

3400 PCA

Pre-conditioned air unit - 130 & 210



It's all about connections





THE SMART CHOICE

ITW GSE is a trustworthy partner designing and optimizing GSE equipment. We have strong expertise within cooling technology and the ITW GSE 3400 PCA is the market's most innovative, reliable and environmentally friendly point-of-use PCA. The 3400 PCA is also the market's only true modular PCA (patented).

The 3400 PCA supplies fresh, clean air into parked aircraft, at carefully monitored temperatures and provides a pleasant atmosphere for the crew and the passengers. It also makes aircraft turn-around faster and more effective.

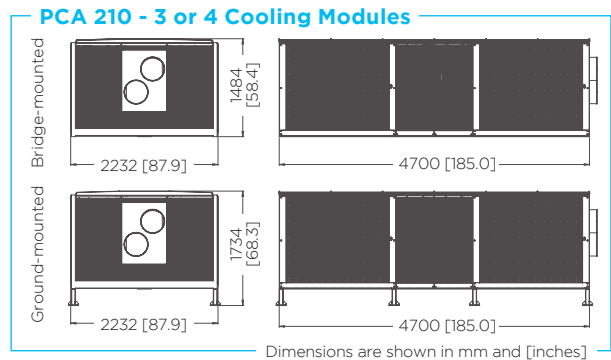
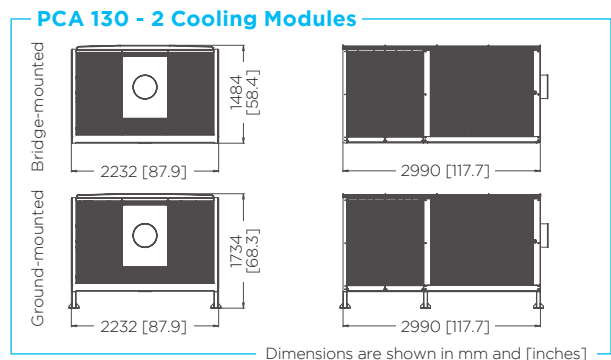
DESIGNED FOR ALL KINDS OF AIRCRAFT

The 3400 PCA is available for bridge- or ground-mounting for aircraft parking positions or hangar applications. It is designed to suit all types of aircraft from the Narrow-Body (Code C: A320) & Wide-Body (Code D: B767) equipped with 1 PCA connector over the Jumbo (Code E: B777) to the Super Jumbo (Code F: A380) equipped with 4 PCA connectors connected to two ITW GSE 3400 PCA 210 units.

The 3400 PCA uses a minimal amount of refrigerant due to micro channel condenser technology and the compact design of the unit. The refrigerant R410A does not degrade the ozone layer at all. The refrigerant further provides reliable operation at high ambient temperatures. The distance between the evaporators and the low air velocity optimize the efficiency of each cooling circuit and prevent condensation drops from moving from one evaporator to the next.

IMPROVE YOUR ENVIRONMENT AND CUT COST

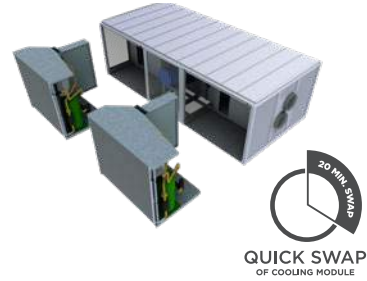
The increasing focus on environmental issues means that airports aim to let an external pre-conditioned air unit and a 400 Hz solid-state unit take over the functions of the aircraft APU while the aircraft is parked at the gate. We call this the "Go Green on Ground" concept whereby carbon emission is reduced by approx. 80-85%. The concept furthermore provides savings on the costly maintenance to the on-board APU, based on hours of operations. For the airports, the "Go Green on Ground" also means a reduction of the noise level to the benefit of the airport personnel, passengers and to surroundings in general.



INNOVATIVE DESIGN

The ITW GSE 3400 PCA is the market's only modular PCA. It is designed around identical cooling modules that are easy to swap by a technician with no special skills and in 20 minutes only. This helps you keep aircraft turn-arounds on schedule.

The modular design also means big savings on spare part inventories. All parts (e.g. the self-containing cooling modules, condenser fans, main blower etc.) can be replaced without removing the PCA unit from underneath the passenger boarding bridge.



POWER CONSUMPTION

The 3400 PCA enables limiting of the current drawn. In this way, the PCA does not overload the entire mains supply with blown fuses and aircraft delays as possible consequences. In the event of a later infrastructure upgrade, the current limit can be set to another value allowing the PCA to cool more!

The excellent high power factor of > 0.97 , means a line current reduction of up to 20% compared to similar PCA units with the same rating. Also, smaller and less costly cables can be used. Add to this the choice of state-of-the-art components that ensures a high performance at the output as well as a low energy consumption. Further reductions on the energy consumption are achieved due to the variable frequency drive (VFD) control of all main parts such as compressors and blowers. Therefore, the life time costs of the ITW GSE 3400 PCA are as low as they can possibly be.

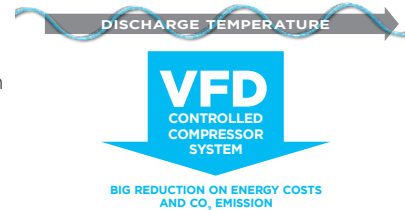


STEPLESS REGULATION

The 3400 design breaks completely new ground by using variable frequency drive technology that gives easy, stepless regulation of the discharge temperature. Therefore, the ITW GSE 3400 PCA units supply exactly the required amount of cold air and not more. They use much less energy than other PCAs that are designed for peak load conditions although these conditions probably only apply for 10-20 days each year. Those PCAs deliver excess capacity for about 80% of the time, wasting lots of expensive energy and creating undesirable emissions. Another advantage of the stepless regulation is less mechanical stress – which boosts reliability and service life and gives you a better return on investment.

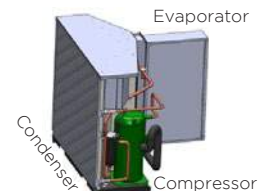
steplessREGULATION

The variable frequency drive of the ITW GSE 3400 PCA ensures stepless regulation of the discharge temperature



OPTIMUM PERFORMANCE ENSURED

The ITW GSE PCA is, as standard, designed with one stage of ePM10 70% filtre. The whole internal plenum and stainless steel drain pan can be cleaned in less than 2 hours once the cooling modules have been pulled-out. Afterwards, the evaporators and condensers can be cleaned to optimize the efficiency of the 3400 PCA, which again reduces the whole life costs of the PCA to a minimum.



THE ITW GSE OPERATOR INTERFACE

The ITW GSE operator interface is easy and intuitive. This is your guarantee for correct operation and on-time aircraft departures. The operator only has to press the combined start/stop button. Also, he can monitor various parameters such as temperature and air flow at the display screen.

The operator interface is common from one ITW GSE product to another. Therefore, airport staff familiar with one ITW GSE product can easily switch to another as the icons and display are the same. For easy set-up and maintenance purposes, there is a deeper level dedicated for the technician. The software-based control system means that your 3400 PCA can be updated and given additional capabilities in the future, simply by transferring new software from a USB stick.



SPECIFICATIONS

ITW GSE 3400 PCA 130 & 210

Input

- Rectification: 12 pulse
- Line current distortion: < 10%
Inrush current: None, softstart
- Power factor: >0.97 at 100% load

Output

- Discharge air temperature:
Subzero, depending on
ambient temperature relative
humidity and air flow

Environmental data

- Operating temperature:
-30°C to +50°C (-22°F to +122°F)
- Relative humidity: 10-100%,
non condensing
- Noise level: < 85 dB(A) at 4.6 m
- IP class: IP54 (Electronic part)

Miscellaneous

- MTTR: Typically 20 minutes
- Refrigerant: R410A
- Construction: Welded, anti-
corrosive coated steel frame

Directive conformity

- UL 1995 480 V version, only
- 2004/108/EC EMC Directive
- 2006/95/EC LVD Directive
- 2006/42/EC Machinery Directive

Conformity by complying with

- ETL listing 480 V version, only
- EN61000-6-2 EMC - immunity standard
- EN61000-6-4 EMC - emission standard
- EN62040-1-1 LVD safety standard
- EN61558-2-6 General & safety requirement
- 1915-1&2 Machinery - general safety requirement
- 12312-17 Aircraft ground support equipment, specific requirements

The 3400 PCA is equipped with the following features

- Stepless regulation via VFD on main blower & compressors
- Quick swap of cooling module; only takes 20 minutes
- Internal ducts made of stainless steel
- Smoke detector
- Measure of outlet pressure and air flow
- Air temperature sensors (discharge and inlet)
- 2 pressure and 3 temperature sensors as well as 1 sight glass on each
refrigerant circuit
- Micro channel condensers (sea water resistant aluminium)
- "ePM10 70%" filtration including clogging alarm
- Remote control station with display and single communication cable
- Internal 14" damper of the second outlet
- Special condenser coating
- TCP/IP interface via RJ45 port
- Fast evaporator de-icing

Available standard options

- Cabin sensor
- Feet for ground mounted units
- RS485 port with Modbus/Jbus protocol
- ITW GSE Service Tool
- Colour: RAL 7035 (standard) or any other RAL colour on an optional basis
- Heater with overtemp. protection

Model	Marking	Input voltage	Frequency	Current (Line)	Current (MCA)	Current (MOP)	Nominal compressor rating	Airflow	Airflow	Pressure	Pressure	Weight	Weight	Heater (Optional)	Condensate Pumps	Outlets
		[V]	[Hz]	[A]	[A]	[A]	[Tons]	[kg/min]	[lb/min]	[Pa]	[inH ₂ O]	[kg]	[lbs]	[kW]	[Qty]	[Qty]
ADF-130/2 (H)	CE	3 x 400	50	145	180	200	45	130	280	8,500	34	3,200	7,000	72	2	1 x 14"
	UL	3 x 480	50/60	120	146	150	45	130	280	8,500	34	3,200	7,000	72	2	1 x 14"
ADF-130/2X (H)	CE	3 x 400	50	175	200	225	60	130	280	8,500	34	3,200	7,000	72	2	1 x 14"
	UL	3 x 480	50/60	145	170	200	60	130	280	8,500	34	3,200	7,000	72	2	1 x 14"
ADF-210/3 (H)	CE	3 x 400	50	275	300	350	90	210	460	10,000	40	4,000	8,800	120	4	2 x 14"
	UL	3 x 480	50/60	220	250	300	90	210	460	10,000	40	4,000	8,800	120	4	2 x 14"
ADF-210/4 (H)	CE	3 x 400	50	345	370	400	120	210	460	10,000	40	4,500	9,900	120	4	2 x 14"
	UL	3 x 480	50/60	290	310	350	120	210	460	10,000	40	4,500	9,900	120	4	2 x 14"



It's all about connections

Manual ITW GSE 3400 PCA (Pre-Conditioned Air)



Serial no.: _____

Type:

ADF - / _____

www.itwgse.com

AXA Power, Hobart, Houchin, Military and J&B have become ITW GSE. As simply ITW GSE, we still offer the same premium products and service
SAME PEOPLE - SAME PRODUCTS - SAME COMPANY 6 -

IMPORTANT NOTE

We recommend that the battery that safeguards PCA settings etc. is changed **after 5 years** of use in order not to lose data.

Refer to section 8.1
for further information

Diagrams and drawings are subject to change without prior notice.
Latest diagram versions can be found at www.itwgse.com

Abbreviations/symbols:

ADF	Air Condition unit type designation for a fixed 3400 unit
APU	Auxiliary Power Unit
BMS	Building Management System
CAN	Controller Area Network
DIP	Dual In-Line Package
DSP	Digital Signal Processor
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EPO	Emergency Power Off
ESD	Electro Static Discharge
GSE	Ground Support Equipment
IGBT	Insulated Gate Bipolar Transistor
I/O	Input / Output
ITW	Illinois Tool Works
LED	Light-Emitting Diode
MARS	Multiple Aircraft (or Apron) Ramp System
MCA	Minimum Circuit Ampacity
MOP	Maximum Overcurrent Protection
MMI	Man Machine Interface
MTBF	Mean Time Before Failure
MTTR	Mean Time To Repair
NC	Normally Closed
NO	Normally Open
PBB	Passenger Boarding Bridge
PCA	Pre-Conditioned Air unit
PCB	Printed Circuit Boards
PE	Protective Earth
PF	Power Factor
RFI	Radio Frequency Interference
RTU	Remote Terminal Unit
RH	Relative Humidity
TCP/IP	Transmission Control Protocol/Internet Protocol
USB	Universal Serial Bus
VFD	Variable Frequency Drive



This symbol indicates important information that, if ignored, could result in personal injury and/or physical damage due to incorrect handling.

Operation Manual - ITW GSE 3400

Index

INDEX

1.0	Declaration of Conformity	6
2.0	Safety Instructions	7
3.0	Product Description	8
3.1	Mechanical Design	9
3.2	Electrical Design	10
3.3	Modular Cooling Design	14
4.0	Transport & Installation.....	16
4.1	Storage before Installation	16
4.2	Operational and Environmental Conditioning after Installation	16
4.3	Transport and Mounting.....	16
4.4	PCA130 Apron installation and fastening outlines	19
4.5	PCA130 bridge installation and fastening outlines.....	20
4.6	PCA210 Apron installation and fastening outlines	21
4.7	PCA210 Bridge installation and fastening outlines	22
4.8	Space Requirements	23
4.9	Installation and Fastening of Remote Control Station.....	24
4.10	Connection of Cables and Accessories	25
4.11	Mains/Utility Input	25
4.12	Remote Control Station	27
4.13	PCA Hose Connections	27
4.14	Condensate water pump and drainage to building.....	29
4.15	Cabin Sensor	29
4.16	Remote I/O Terminals.....	30
4.17	TCP/IP On-board Interface	33
5.0	Technical Specifications	34
5.1	Generic data	34
5.2	Type specific data.....	35

Operation Manual - ITW GSE 3400

Index

6.0	Operators Instructions	37
6.1	Using the Display/Keypad.....	37
6.2	Operating the unit	38
6.3	Menu structure.....	40
6.4	Default Factory Settings	55
6.5	Preventing changes of setup parameters	56
7.0	Airflow limits, pressure settings & Automatic Modes	57
7.1	Airflow and pressure limit settings for the aircraft	57
7.2	Single & Dual PCA Configuration	59
7.3	Hose compensation	60
7.4	Operating the PCA in Automatic Modes	61
8.0	Service, Maintenance & Overhaul	62
8.1	Battery back-up & replacement.....	62
8.2	Recommended Maintenance Schedules	65
9.0	Error Diagnostics	74
9.1	Warning/Status Codes.....	75
9.2	Fault Guidance	76
9.3	Smoke Detector	84
10.0	Illustrated Parts List	85
11.0	Options.....	89
11.1	Options list.....	89
12.0	Supplier's Documentation	94

Operation Manual - ITW GSE 3400

Declaration of Conformity

1.0 Declaration of Conformity



EU Declaration of Conformity

ITW GSE ApS
Smedebakken 31-33
5270 Odense N
Tel. +45 6318 6000

We declare under our sole responsibility that the following product type

Designation : Pre-Conditioned Air Unit (PCA) for aircraft use.
Type : ADF-130/xxx & ADF-210/xxx
Description : A unit supplying pre-conditioned air to aircraft parked in airports.

is in conformity with the following directives:

2014/35/EU	Low Voltage Directive
2014/30/EU	Electromagnetic Compatibility Directive
2006/42/EC	Machinery Directive

Conformity attained by complying with:

EN61558-2-6:2009	(LVD – Safety standard)
EN62040-1-1:2009	(LVD – Safety standard)
EN61000-6-2:2005	(EMC – Immunity standard)
EN61000-6-4:2007	(EMC – Emission standards)
EN1915-1:2013	(Machinery – General safety requirements)
EN1915-2:2009	(Machinery – General safety requirements)
EN12312-17:2009	(Machinery – Specific safety requirements)
EN60204-1:2006	(Machinery – Electrical safety requirements)

Odense, Denmark
Place of issue

30.06.2016
Date of issue


Søren R. Dahl, Development Manager

799.333 Rev. -

Operation Manual - ITW GSE 3400

Safety Instructions

IMPORTANT SAFEGUARDS

DANGER – TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS

2.0 Safety Instructions



This unit is only intended to be operated and maintained by competent persons having the necessary knowledge regarding delivery of pre-conditioned air to an aircraft. Prior to use, service and maintenance, the operator must be familiar with all parts of this manual.

Electric Shock

- To ensure personal health and safety, the electrical installation must fulfil local regulations and legislation.
- Touching live electrical parts can cause fatal shocks and severe burns.
- Internal parts where the voltage exceeds 50 V are covered and / or marked with:
- Keep all panels and covers securely in place.
- Always switch off and lock the input breaker before accessing internal parts.
- Have only qualified people remove covers for maintenance or troubleshooting.



Moving / Mechanical / Hot Parts

- Keep away from fans.
- Keep panels, covers and guards closed and securely in place.
- Have only qualified people remove covers for maintenance or troubleshooting.
- Keep hands, hair, loose clothing and tools away from moving parts.
- Keep cooling modules securely in place, during maintenance and repair
- Do not touch hot parts.
- Allow for a cooling period before doing maintenance.



Refrigerant

- Do not open / break refrigerant system.
- Only people with the right knowledge and education according to local rules are allowed to maintain and work on the refrigerant system.
- In accordance with the Montreal Protocol of 16 September 1987, intentional venting of refrigerant to the atmosphere is not permitted. Observe local and national regulations, concerning the handling of refrigerant chemicals.



Hose(s)

- Always connect the hose(s) to the aircraft before starting the unit to avoid personnel injury or damage to equipment which may be present on the apron. Loose hoses may constitute a risk if put under pressure when not connected.



Operation Manual - ITW GSE 3400

Product Description

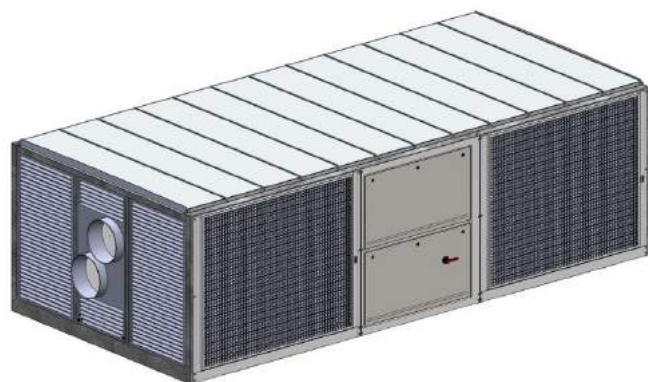
3.0 Product Description

The ITW GSE 3400 PCA is a completely self-contained all-electric bridge or ground mounted unit for comfortable air conditioning of narrow-body, wide-body, jumbo and super jumbo aircraft cabins. The PCA suits all types of aircraft and all climates in countries with a mains voltage frequency of 50/60 Hz.

The PCA is built in a modular design, which ensures an easy maintenance as well as cleaning. The modular design also helps keeping the MTTR (Mean Time To Repair) at a very minimum.

Compressors and Main blower are powered by individual VFDs (Variable Frequency Drive), all regulated and controlled by a central control module. This type of control of the two types of components is a unique feature of the ITW GSE 3400 PCA – enabling the PCA to always match the air and cooling requirement with the actual need.

Due to the modular design the variety of trained personal is kept to a minimum. For instance it is not required to have a repair capacity capable of handling refrigerant on duty at all time, as it is possible to replace a Self-Contained Cooling Module instead.



The required cooling power to cool down an aircraft to a comfortable temperature is based on 3 main conditions:

- The required aircraft cabin temperature
- The size / type of aircraft
- The ambient outside air temperature / humidity

A 'comfortable' aircraft cabin temperature will typically be in the area of 24 - 28 °C.

Unless otherwise specified, the climatic condition related to the outside ambient temperature and humidity is taken from the *ASHRAE Handbook – Fundamentals, Chapter 14* (American Society of Heating, Refrigerating and Air-Conditioning Engineers). The figures used are based on the 0.4% percentile. The values given in the *ASHRAE Handbook - Fundamentals* are based on several years of data collection from the various world locations and they are thus based on solid statistic material.

This means that during a year (8760 hours) 99.6% (100-0.4 %) of the time in average, the ambient temperature will not exceed the value used for the calculation of the cooling capacity. It also means that during 99.6% of the time in average, the PCA system will be able to cool/maintain the aircraft cabin at the design temperature (or lower) and only during 0.4 % of the time (35 hours per year) the aircraft cabin temperature is likely to be slightly higher than the design temperature.

Operation Manual - ITW GSE 3400

Product Description

3.1 Mechanical Design

The ITW GSE 3400 PCA is constructed around a galvanized welded steel frame supporting the modular design, including the main blower, cooling modules, internal air ducts, electrical panel and magnetics.

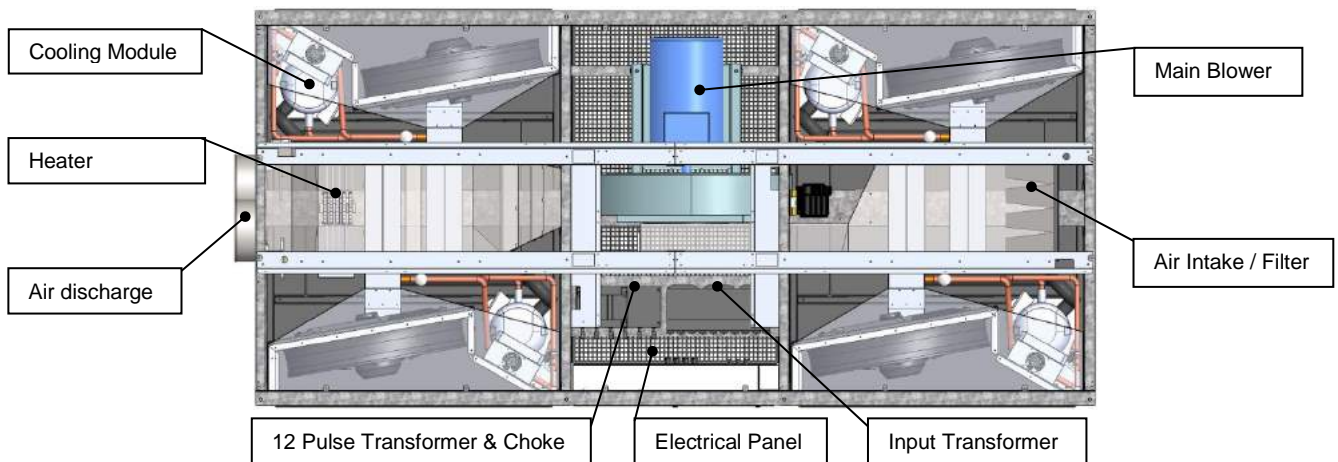
The main blower is a direct driven centrifugal type fan and can easily be accessed by removing a side cover. To avoid vibrations, the main blower is mounted on vibration dampers and with flexible connections between the main blower and the stainless steel air ducts.

All cooling modules are accessible by extracting their respective trays. By means of a fork lift, a cooling module can easily be removed for maintenance, without any onsite welding or other necessary hot work. Extractable cooling modules also allow for access to the internal stainless steel air ducts for inspection and cleaning. More information regarding cooling modules be found in section 3.3

The internal air duct(s) are made of stainless steel and integrated with drain tubing for connection with membrane type condensate pumps, which are located at the mainblower. The air duct following the main blower is insulated with 10mm thick closed cell rubber foam insulation to reduce losses and avoid condensation. The same duct is equipped with a photoelectric smoke detector, to be able to shut down the PCA, before smoke reaches the aircraft cabin.

The electrical panel can be accessed from the opposite side of the main blower. With two hinged covers, all the modules, components and fuses in the electric panel are easy accessible and quickly replaceable. The magnetics are placed just behind the electrical panel.

More pictures can be found in the *Illustrated Parts List* in section 10.0.



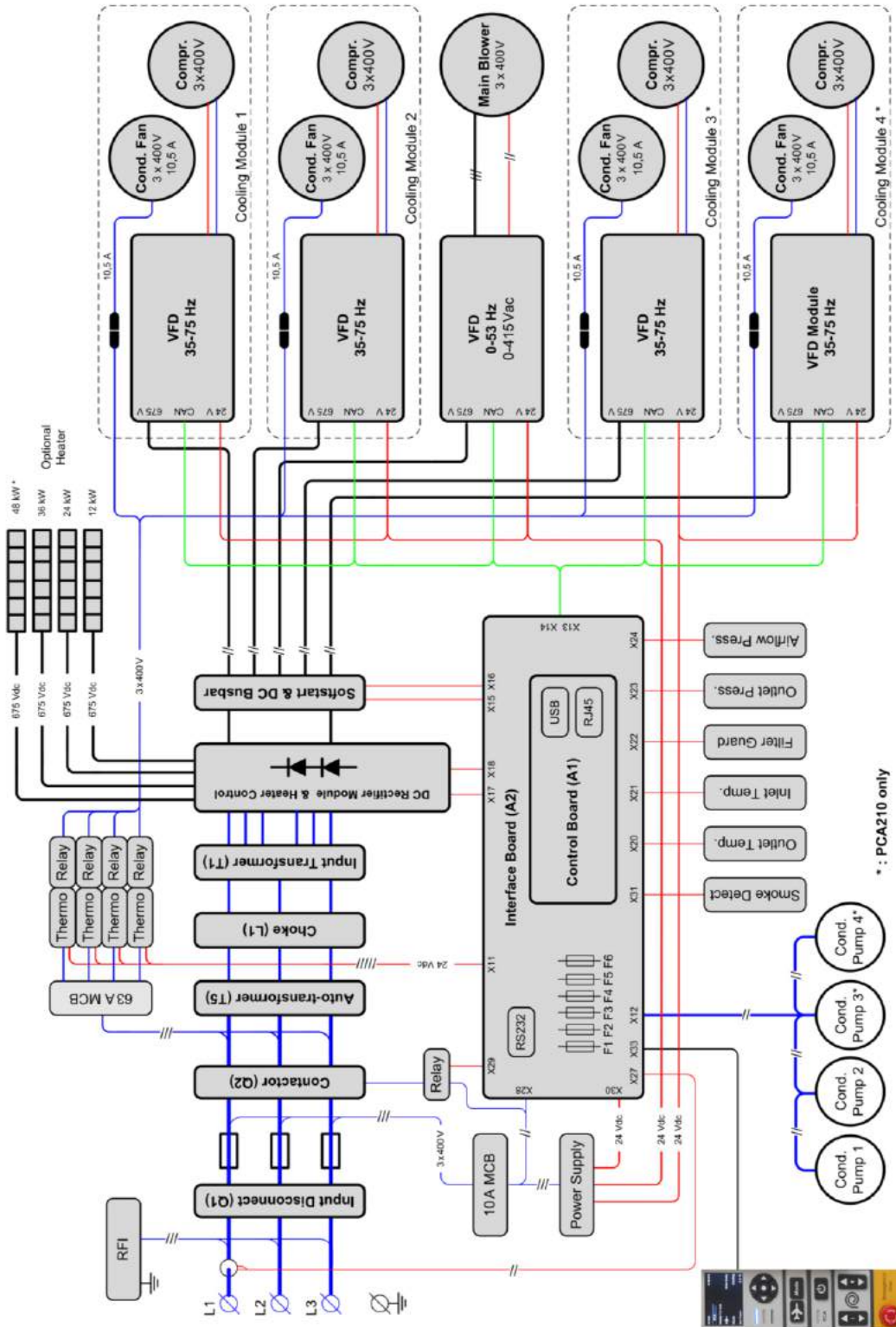
Principle layout drawing showing the main components of the ITW GSE 3400 PCA (4 modular version shown)

Operation Manual - ITW GSE 3400

Product Description

3.2 Electrical Design

The below figure shows the basic electrical design principle.



Operation Manual - ITW GSE 3400

Product Description

Input Disconnect (Q1):

The input disconnect/breaker, disconnects all power to the PCA. Upon closing the input disconnect, the PCA passes through an initialization test and then into standby mode.

Input Contactor (Q2):

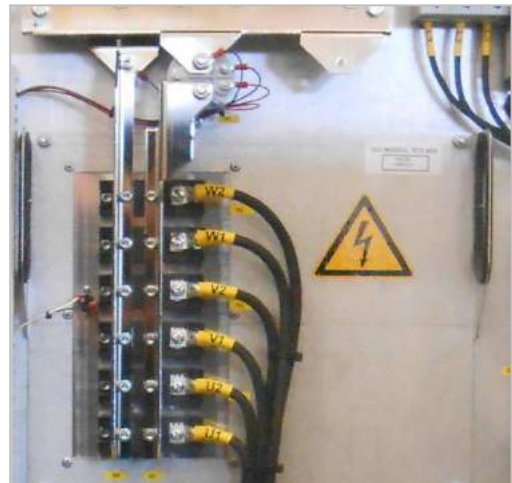
The PCA is equipped with a 3-phase input contactor. The contactor is engaged at start-up of the PCA and it is disengaged, when the stop button is activated or a system error occurs.

Step-up Transformer, Input Choke & 12-pulse Transformer (T5, L1 and T1):

To accommodate the compressors extended frequency range, the voltage is stepped up by T5. The following combination of the choke, the 12-pulse transformer and the rectifier situated at the DC-module, ensures an almost sinusoidal line current with a Total Current Harmonic Distortion of 10% only (ITHD) at nominal load. This means less stress on the main supply network and the distribution transformers.

DC-Module (A9), Softstart and Busbar:

Through the 12-pulse rectifier (V1-V6) and soft start circuit (Q8), the DC is distributed to all the VFDs, from a common DC-busbar.



Supply Module (G1):

The generation of the 24 VDC (Adjusted from factory = 25 VDC) regulated control voltage is done by the Supply Module G1. It is pre-fused from the 3-phase circuit breaker Q9.



Operation Manual - ITW GSE 3400

Product Description

Interface Board (A2):

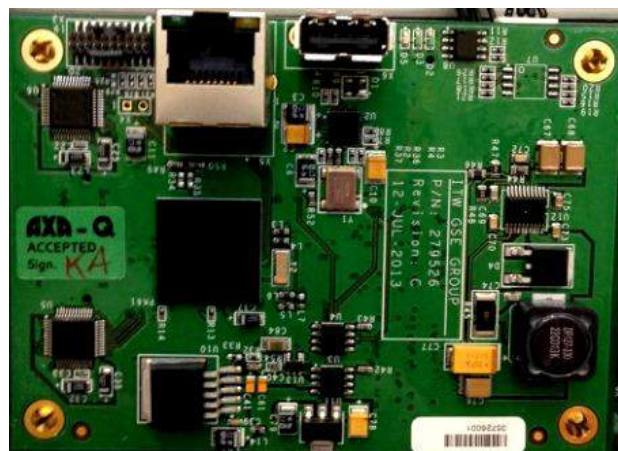
The purpose of this board is to interface between the Control Board and the rest of the PCA. The interface module includes the following functions:

- Interface to the Display Board (CAN Bus, 24 VDC and EPO (External Emergency Stop)).
- Fuse (F1 - F6) for supply, display, I/O, damper motor and condensate pumps.
- User EPO input.
- Soft start control of Q8.
- Input for temperature sensors.
- Input for pressure sensors
- Input for Cabin Sensor
- Relays for Condenser Fans and Pumps
- I/O ports for remote control (Start, Stop etc.), single output.
- Interface for RS232.
- EEPROM contains the unique identity key of the unit.



Control Board (A1):

The Control Board is based on a DSP. Together they regulate, supervise and diagnose possible external and internal faults. As soon as the PCA is connected to the mains, and constantly during normal operation, the Control Board runs through a self-check program which checks all internal functions of the ground power unit. If an internal or external error is detected, the display shows the nature of the error. All immediate parameters related to a shut-down are stored in the PCA's memory. The Control Board has an on-board Ethernet RJ45 connector, which can be used to communicate with the BMS and USB host Type A connection to retrieve data from the PCA or to up-date the software.



Operation Manual - ITW GSE 3400

Product Description

Display Board & Keyboard (A3 / A4):

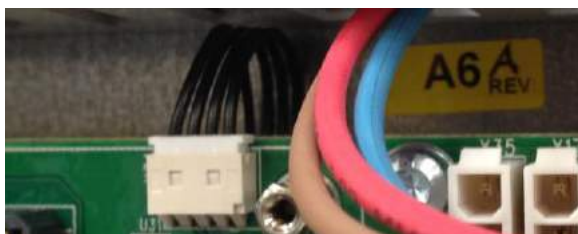
The display module serves as the interface for daily operation.

The display communicates with the Control Board via a CAN bus (Controller Area Network) and can be placed up to 100 m away from the unit, when using the Remote Control Box. Furthermore, the display module includes a USB connection, which can be used to download the Black Box and the Power Log and for update of the display software.



ID Chip (A6):

The ID Chip is connected to Interface Board A2 and is fixed to the I/O zone plate. It contains information on the GPU configuration and stores all setup values, Black Box / Power Log records.



Operation Manual - ITW GSE 3400

Product Description

3.3 Modular Cooling Design

Depending on the configuration and rating, the ITW GSE 3400 PCA is equipped with 2 - 4 cooling modules. A module can easily be drawn out of the ITW GSE 3400 PCA by means of a fork lift and replaced by a new module.

Since this operation does not involve any interruption of the cooling circuit of a given module, it can be done by personnel without *any specific knowledge* with respect to refrigeration.

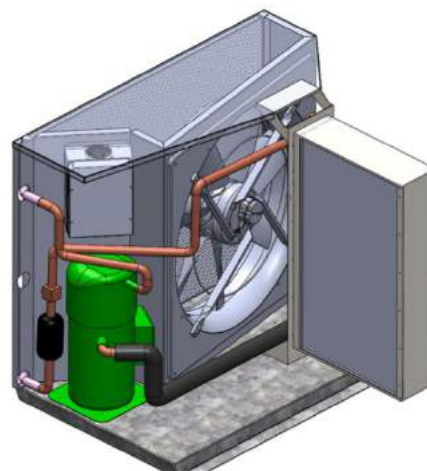


Fig. 3.3.1 Self-Contained Cooling Module

The modular design ensures that the ITW GSE 3400 PCA is able to continue providing cooling despite of one or more inactive modules. This of course reduces the overall capacity of the PCA, but the reduced cooling may nevertheless be sufficient not to start the aircrafts APU. The cooling circuit is designed to provide a high efficiency as well as a good rigidity of the unit. In addition, the cooling modules come with hermetically closed scroll compressors, specially designed for variable frequency control.

VFDs allow the unit to maximize the performance during aircraft pull-down. Further, the VFDs facilitates that the ITW GSE 3400 PCA only uses a minimum of energy for maintenance cooling.

Rigid all-aluminum micro-channel condenser coils ensure good heat dissipation. An expansion valve and a large evaporator face area ensure an efficient cooling of the air supply, and multiple step-cooling efficiently condenses the air humidity and protects the last cooling step from icing.

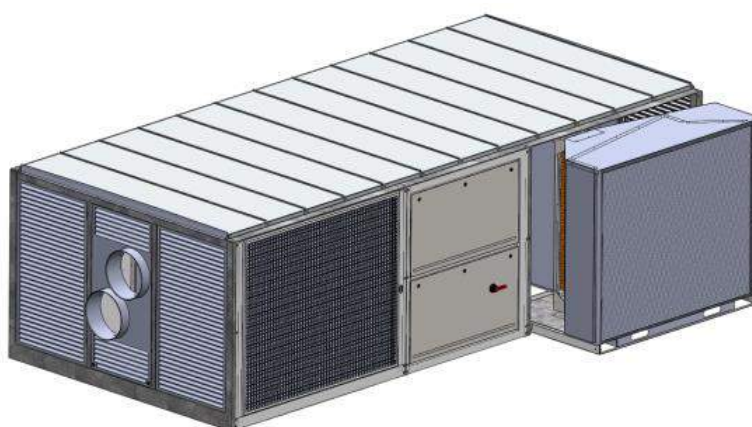


Fig. 3.3.2 ITW GSE 3400 PCA with one cooling module drawn out

Operation Manual - ITW GSE 3400

Product Description

The below figure 3.3.3 shows the cooling module design. Note: main blower and condenser fan are not shown on the drawing.

To ensure optimal performance of the compressor, the VFD is equipped with sensor feedback from suction and discharge pressures/temperatures, as well as the condenser temperature, to keep the compressor within the correct operating envelope. For additional safety, the VFD will stop the compressor, in case of either high or low pressure.

The last module is further equipped with a hot gas bypass valve, that is activated during de-icing cycles only (not shown below).

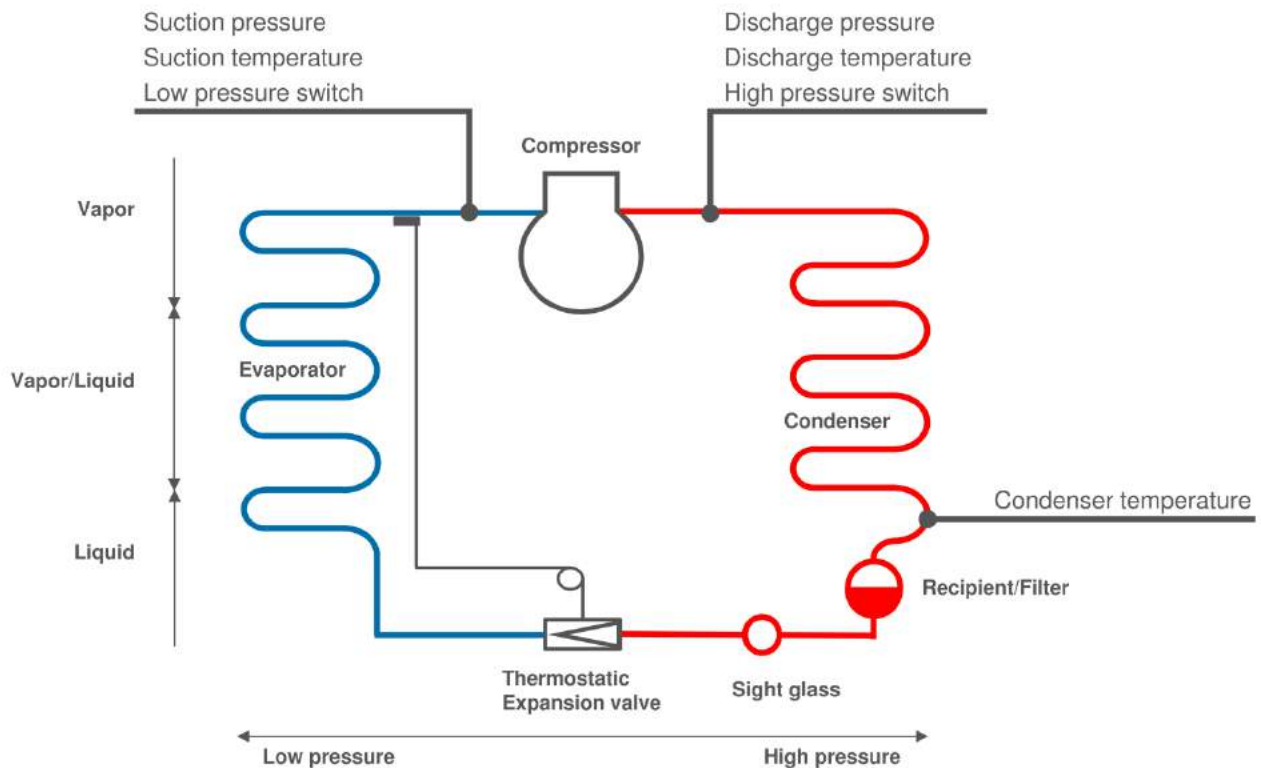


Fig. 3.3.3 Cooling circuit design

Pictures can be found in the *Illustrated Parts List* in section 10.0.

Operation Manual - ITW GSE 3400

Transport & Installation

4.0 Transport & Installation

4.1 Storage before Installation

To secure optimal storage conditions prior to mounting and installation, it is recommended that the ITW GSE 3400 PCA is stored inside to protect it from rain and excessive humidity while it is left without power on. Only equipment in seaworthy packing can be stored outside. For storage conditions please refer to section 5.0

In case of long term storage, the PCA should be unpacked and operated for min. 2 minutes every month, in Ventilation Mode / Narrow Body Aircraft, to maintain main blower bearings in good condition.

4.2 Operational and Environmental Conditioning after Installation

When the ITW GSE 3400 PCA has been installed, the unit should preferably be kept with input power on at all times to provide optimal conditions for the electronic components and to avoid humidity in the form of condensed water from reaching vital parts.

In case of long term standby, the PCA should be operated for min. 2 minutes every month, in Ventilation Mode / Narrow Body Aircraft, to maintain main blower bearings in good condition.

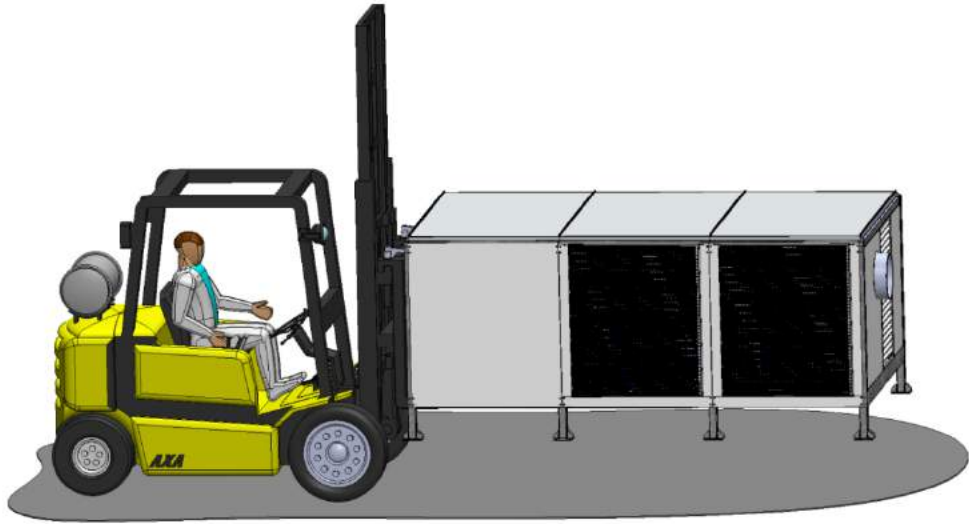
If, for some reason, the PCA has been without power at input for a period, a visual inspection should be carried out. In case that humidity is discovered on any internal electronic parts, the parts have to dry out before input voltage is again applied.

4.3 Transport and Mounting

The ITW GSE 3400 PCA is delivered on a wooden pallet. Transport and mounting of the PCA is carried out by lifting the unit by a fork-lift truck, crane or the like to the intended mounting position while it is still placed on the pallet. The centre of gravity is very close to the centre of the PCA.


Operation Manual - ITW GSE 3400

Transport & Installation



Forklift specifications:	
Lifting capacity	: min. 5 Tons / 11.000 lbs
Fork lengths	: min. 3 meters / 10 feet

Figure 4.3.1: Transport and installation of the ITW GSE 3400 PCA by forklift

Lifting gear not part of the delivery. 

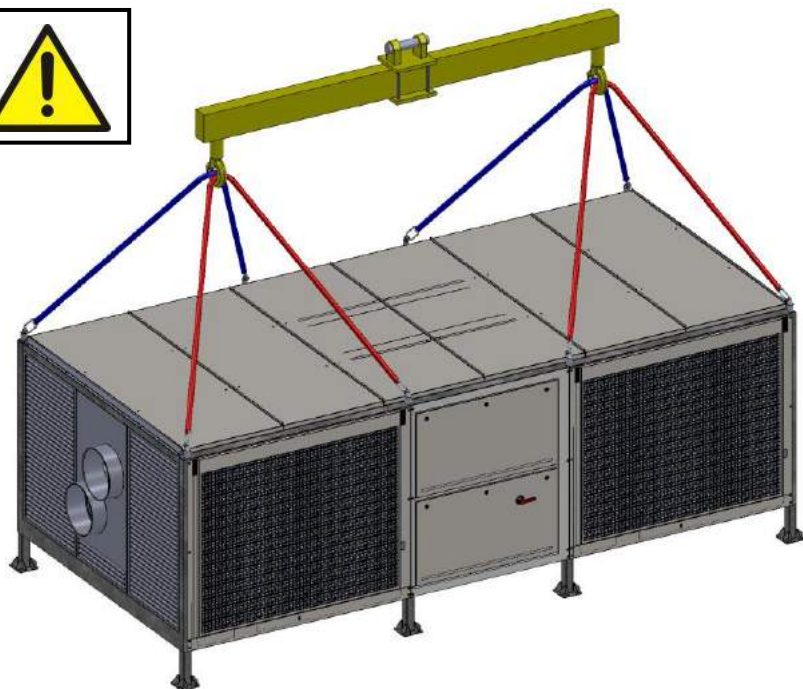


Figure 4.3.2: Transport and mounting of the ITW GSE 3400 PCA by crane

Operation Manual - ITW GSE 3400

Transport & Installation

When installing the unit on a passenger boarding bridge, it is recommended to have the bridge in a horizontal position and only with the recommended dimension of mounting bolts.

The PCA should be kept strapped to the transport pallet, delivered with the unit from ITW GSE, until it is firmly mounted to the bridge and, if possible, keeping the original pallet for service, maintenance or end of life dismounting.



If the height of the lowest point of the PCA is lower than 2,5m, clearly label the PCA with safety signs ("Mind your head" or similar).

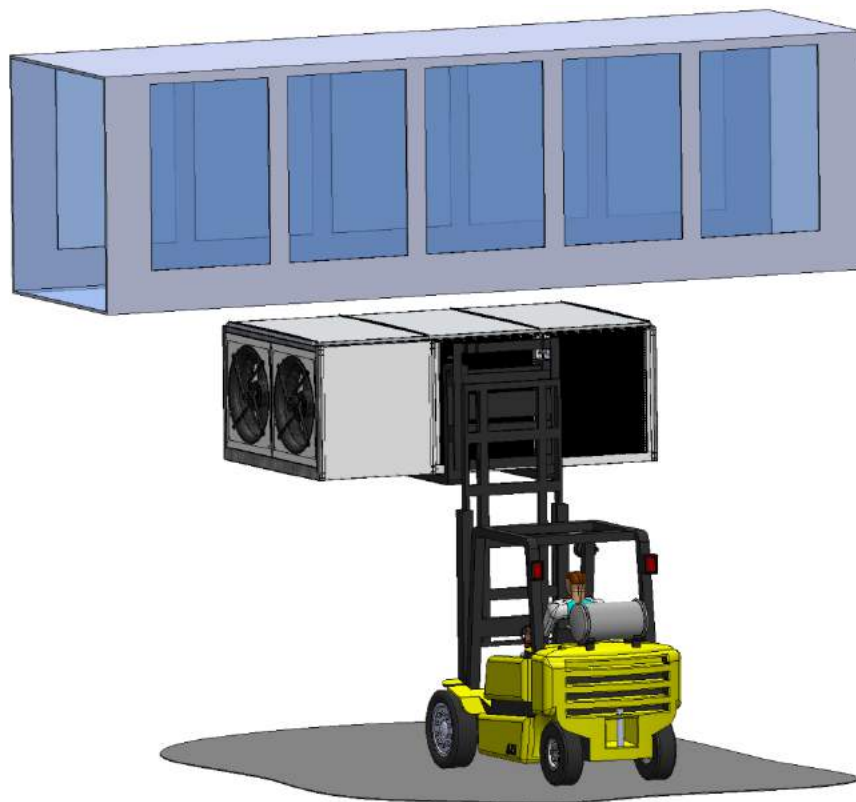


Figure 4.3.3: PBB installation by forklift

Operation Manual - ITW GSE 3400

Transport & Installation

4.4 PCA130 Apron installation and fastening outlines

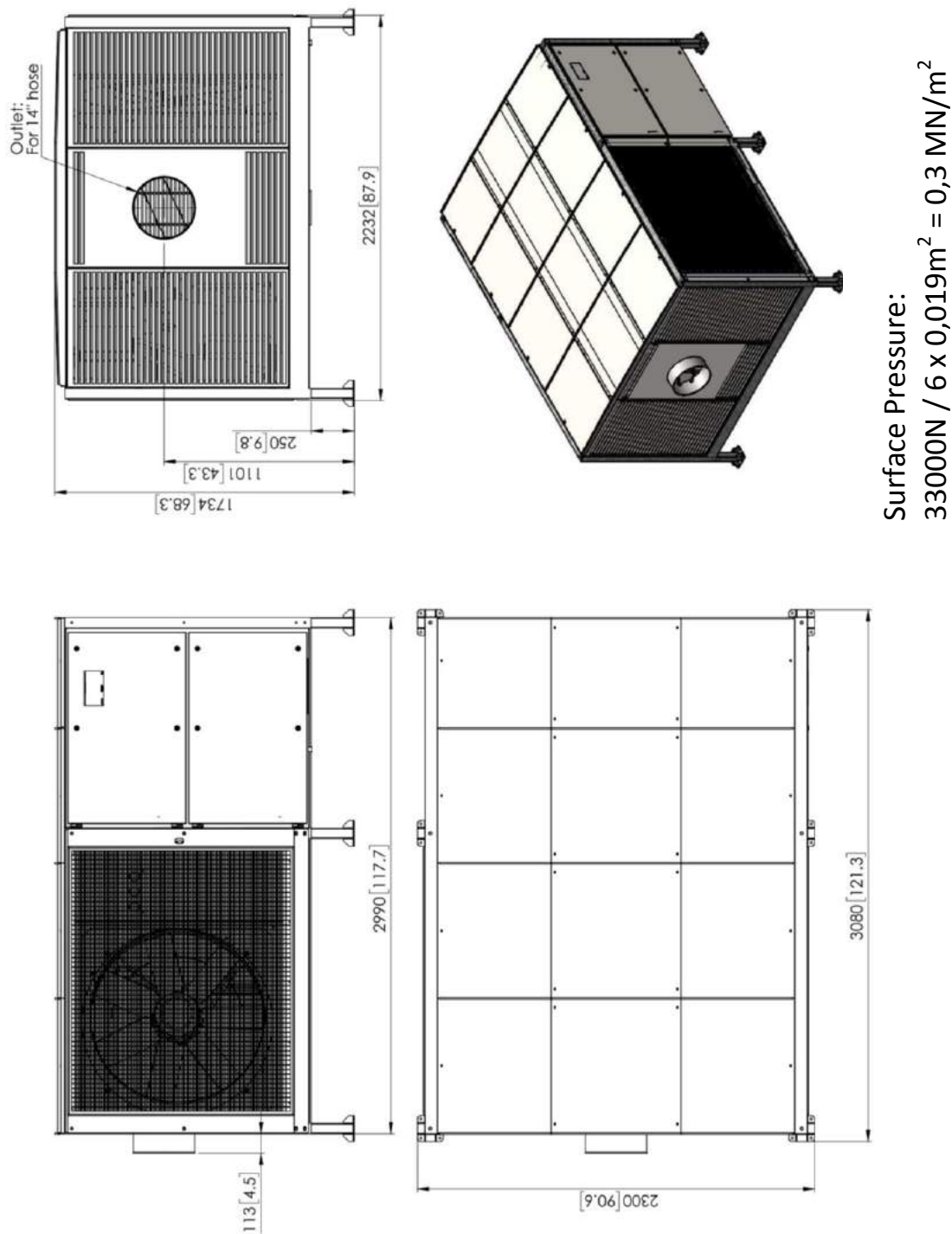


Figure 4.4 Apron installation

Operation Manual - ITW GSE 3400

Transport & Installation

4.5 PCA130 bridge installation and fastening outlines

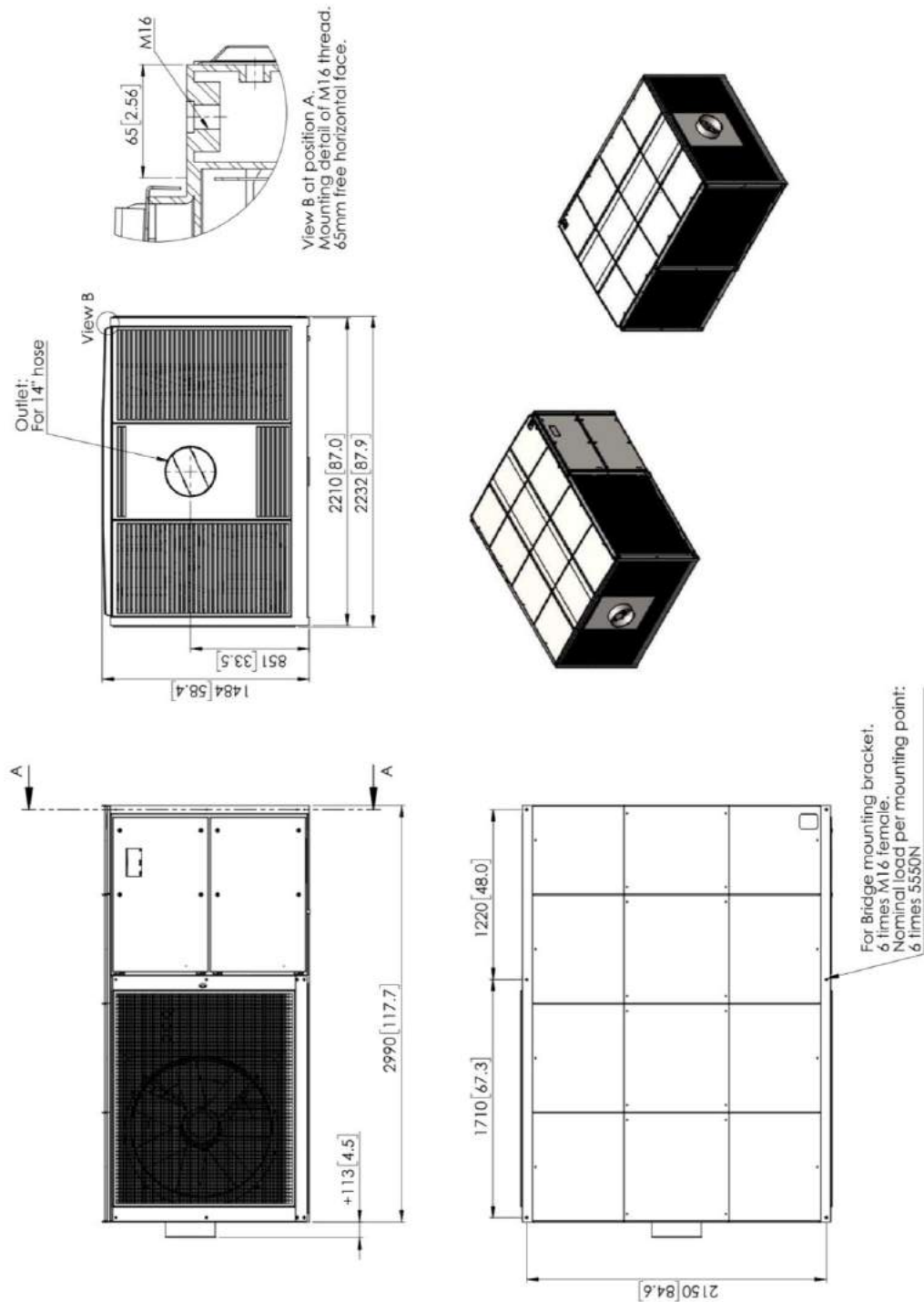
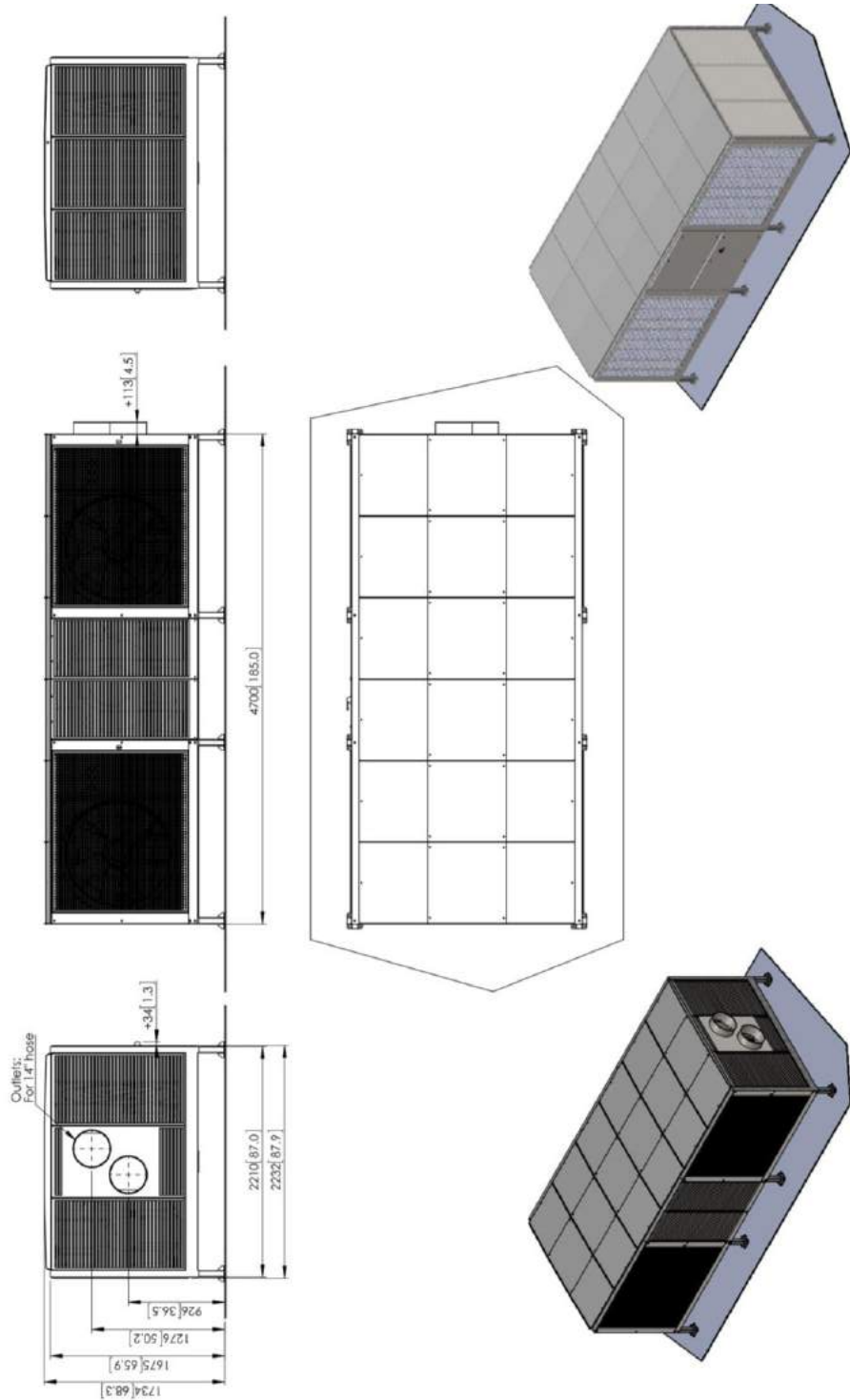


Figure 4.5 PCA130 Bridge Installation

Operation Manual - ITW GSE 3400

Transport & Installation

4.6 PCA210 Apron installation and fastening outlines



Surface pressure:
45000N / 8x0.019m² = 0,3 MN/m²

Figure 4.6 PCA210 Apron Installation

Operation Manual - ITW GSE 3400

Transport & Installation

4.7 PCA210 Bridge installation and fastening outlines

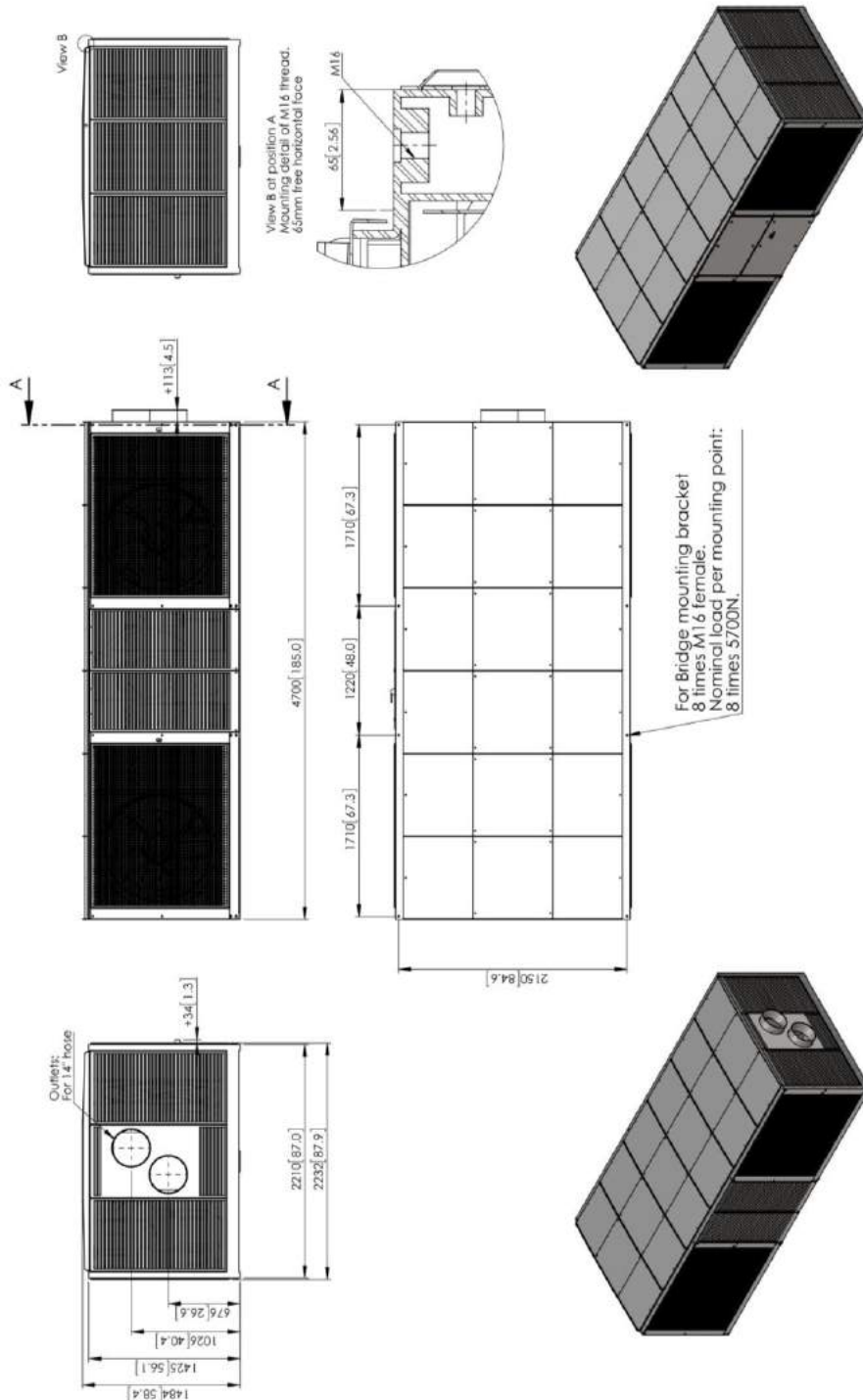


Figure 4.7 PCA210 Bridge Installation

Operation Manual - ITW GSE 3400

Transport & Installation

4.8 Space Requirements

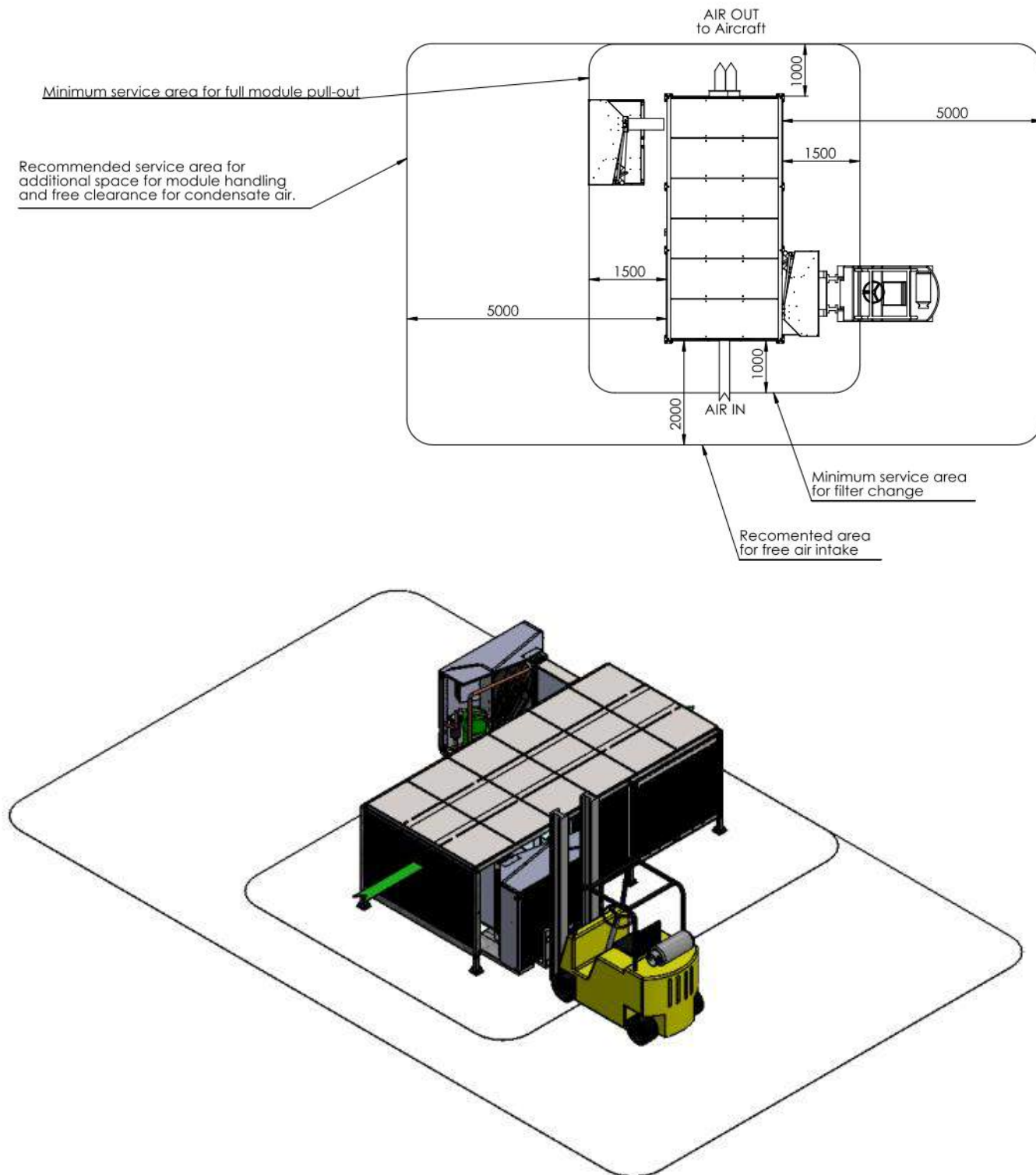


Figure 4.8 Space requirement

Operation Manual - ITW GSE 3400

Transport & Installation

4.9 Installation and Fastening of Remote Control Station

The Remote Control Station is placed for best operator access. For bridge installations it is normally installed on the bridge's drive column.

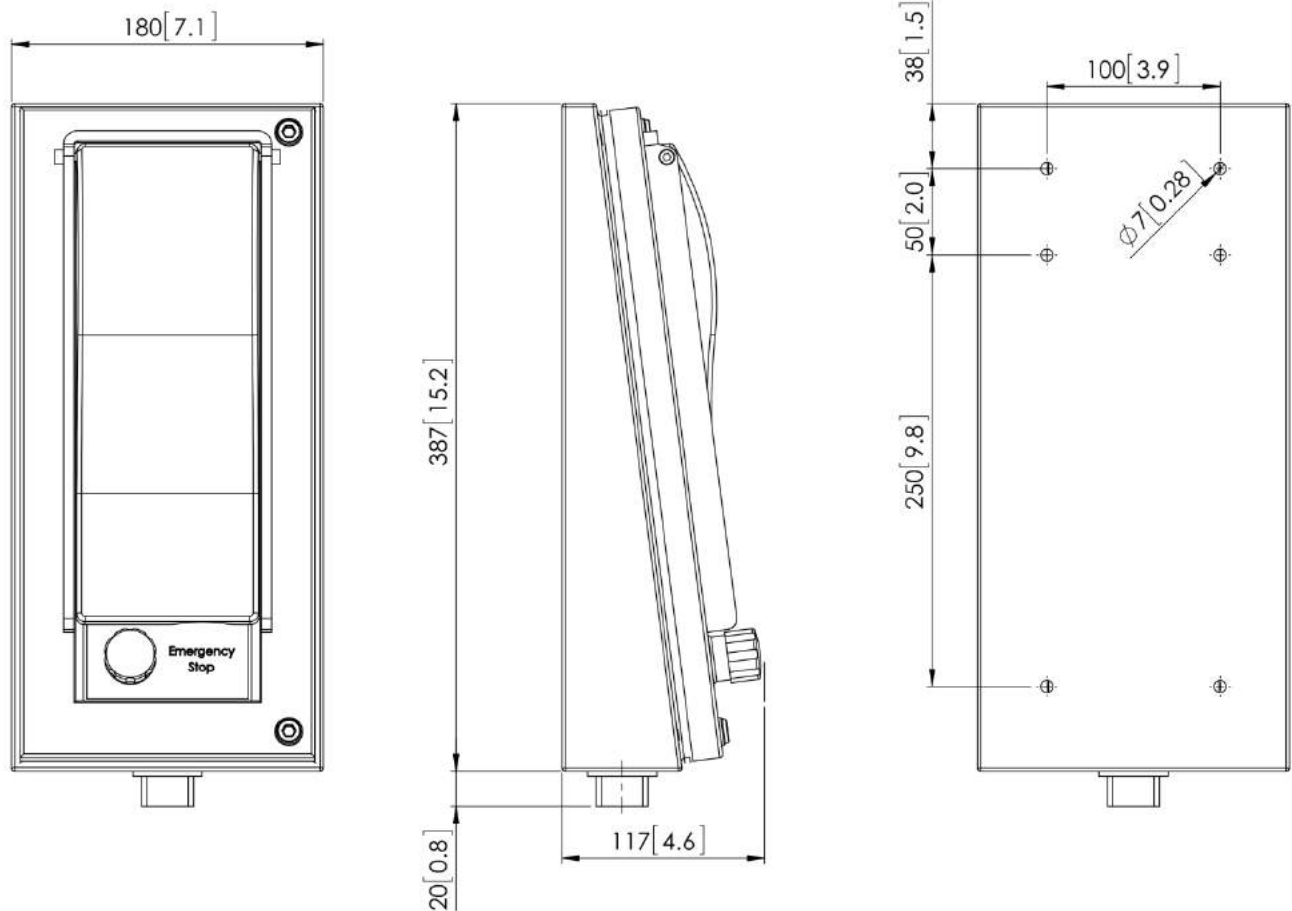


Figure 4.9 Remote Control Station

Operation Manual - ITW GSE 3400

Transport & Installation

4.10 Connection of Cables and Accessories

The electrical installation of the ITW GSE 3400 PCA is carried out as described in the following section. For a complete overview of the terminals, please refer to the diagrams later in this section. All cable entries to the unit should pass through the designated gland plate located in the bottom right side of the ITW GSE 3400 PCA electrical panel.

4.11 Mains/Utility Input



Due to personal health and safety, the ITW GSE 3400 PCA must always be protected by grounding the PE terminal (\perp -bolt).

The mains/utility input connection to the PCA should be wired and pre-fused (MOP) according to table 4.11 below:

Model	Marking	Input voltage	Current (MCA)	Current (MOP)
		[V]	[A]	[A]
ADF-130/2 (H)	CE	3 x 400	180	200
ADF-130/2 (H)	UL	3 x 480	146	150
ADF-130/2X (H)	CE	3 x 400	200	225
ADF-130/2X (H)	UL	3 x 480	170	200
ADF-210/3 (H)	CE	3 x 400	300	350
ADF-210/3 (H)	UL	3 x 480	250	300
ADF-210/4 (H)	CE	3 x 400	370	400
ADF-210/4 (H)	UL	3 x 480	310	350

Table 4.11 Input connection pre-fusing (MOP)

Note: It is important that the phase sequence is correct (ABC), for full functionality. Incorrect phase sequence will not be shown in the display.

Tightening torques:

PCA130:	Input disconnect switch:	15 to 22 Nm (133 to 195 lb.in)
PCA210	Input disconnect switch:	50 to 75 Nm (443 to 664 lb.in)



Due to the RFI filter at the input, the leakage current for the ITW GSE 3400 is > 40 mA.

Operation Manual - ITW GSE 3400

Transport & Installation

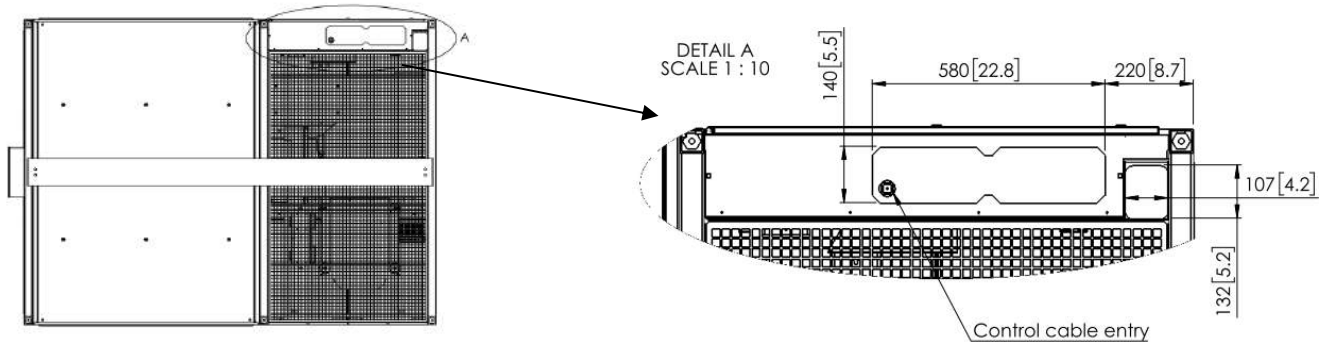


Figure 4.11.1: PCA130 Input Gland Plate (viewed from below)

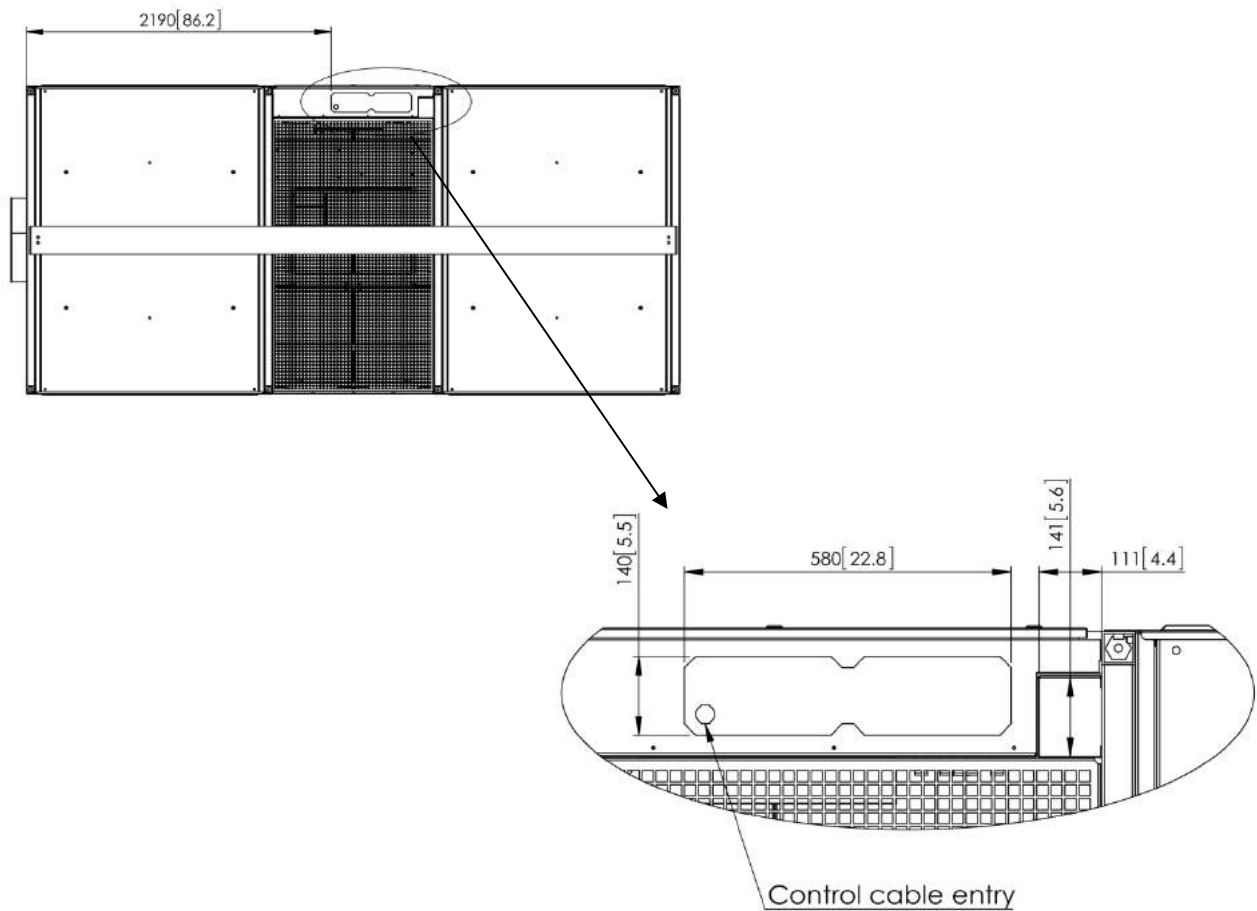


Figure 4.11.2: PCA210 Input Gland Plate (viewed from below)

Operation Manual - ITW GSE 3400

Transport & Installation

4.12 Remote Control Station

For operation of the ITW GSE 3400 PCA the unit is equipped with a Remote Control Station. The cable from the Remote Control Station is connected to X33 (Display) of the Interface Module A2.



The Remote Control Station is as standard equipped with an emergency stop which electromechanically shuts down the PCA.

Whenever the PCA is part of an airport bridge installation (or other equipment), it falls within the responsibility of the main contractor to perform an overall risk assessment. For such installations, it is recommended to use one or more common emergency stop buttons, which disengages all ground equipment.

If a common emergency stop is used, the emergency stop of the remote control station should be removed to avoid any mistake.

4.13 PCA Hose Connections

The hose connections are located at the end of the PCA unit and the hoses can be connected to these points. The standard connection is a 14" outlet, where the hose can be fastened with clamps (hoses and clamps are not part of the delivery).

The PCA130 is delivered with a single 14" outlet only.

The PCA210 is standard delivered with 2 pcs. 14" outlets from the factory, but can also be delivered with single 14" or 18" outlet, depending on the specific configuration needed.

On a PCA210 with a second outlet (lowest), the PCA is equipped with an internal 14" damper, which automatically opens, either when an interlock signal from hose no. 2 is present or a Jumbo/Cat. E aircraft or bigger is selected (damper operating mode is configured in the setup, shown in section 6.3). The opening/closing sequence takes approx. 40 seconds.

For location of hose connections in the various configurations, see illustrations on the next page.

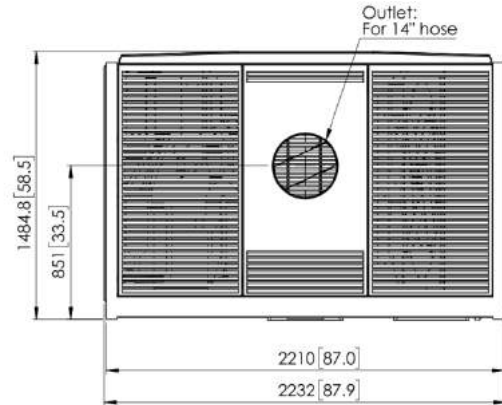


Always use the hose interlock facility, to avoid unwanted starts with blocked hoses. If the hose interlock is not used, clearly label the hose storage facility with safety warnings ("Do not turn on air flow, unless aircraft couplers are in place" or similar).

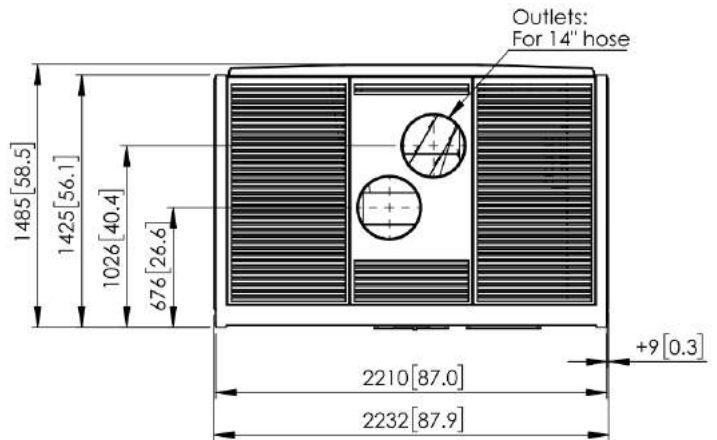
Operation Manual - ITW GSE 3400

Transport & Installation

Single 14" outlet:
(PCA130 and PCA210)



Dual 14" outlet w. motorized damper:
(PCA210 only)



Single 18" outlet:
(PCA210 only)

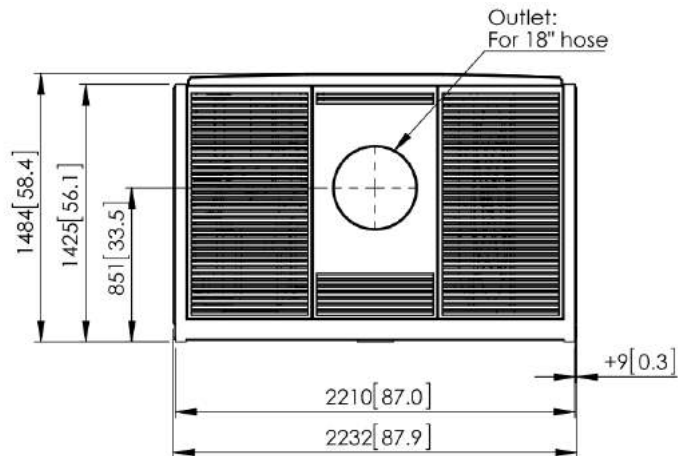


Figure 4.13: Position of PCA hose connections

Operation Manual - ITW GSE 3400

Transport & Installation

4.14 Condensate water pump and drainage to building

To secure that the condensate water is lead away from the PCA unit, condensate water pumps are connected to the internal plenums with a drainage connection at the end.

Size of connection is G 3/4" Male and the max. amount of water is 20 L/min. (5,3 GPM) at a counter pressure of up to 2 Bar (30 psi).

The duty cycle on the condensate pumps can be changed via the setup menu.

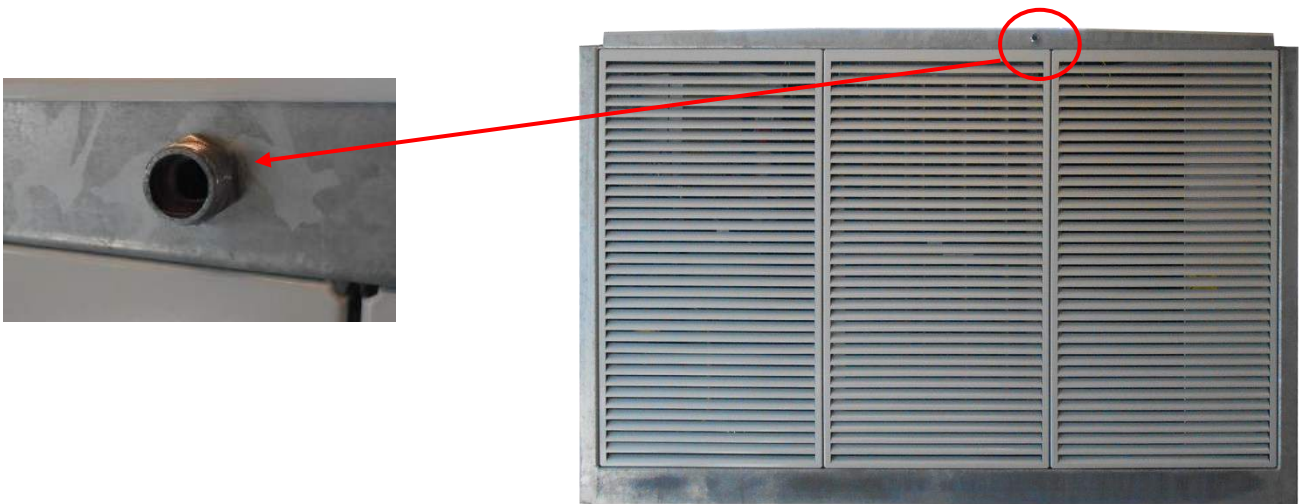


Figure 4.14: Connection to drainage

4.15 Cabin Sensor

The cabin sensor box is installed in the passenger boarding bridge head, near the aircraft door. Place the cabin sensor as far into the aircraft, as the cable length allows, to obtain the best possible cabin temperature measurement.

With the cabin sensor, the PCA unit will regulate the temperature inside the aircraft, to a comfortable temperature level.

The cabin sensor box has a built-in inductive sensor. As soon as the cabin sensor is lifted from the holder, the PCA is automatically released for operation. This helps the operator to use the cabin sensor as intended and avoids wrong measurement of the aircraft cabin temperature.



Figure 4.15: Cabin Sensor

Operation Manual - ITW GSE 3400

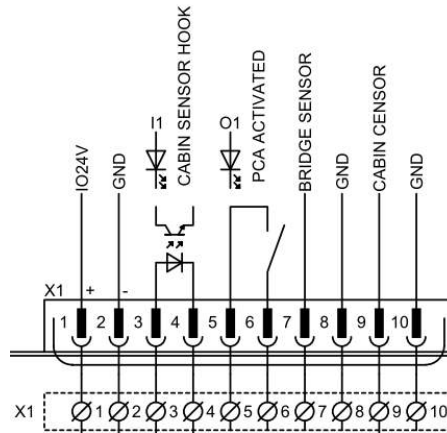
Transport & Installation

4.16 Remote I/O Terminals

Using the Remote I/O terminals, situated behind the lower front door, it is possible to interface to:

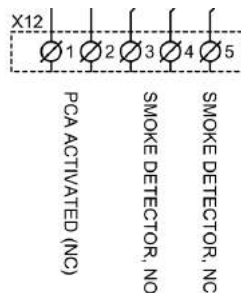
X1: I/O Signals

X1: 1-2	24VDC Supply
X1: 3-4	Cabin sensor hook input (see section 11, for cabin sensor option)
X1: 5-6	PCA Activated output (Max. 50V AC/DC, 2A)
X1: 7-8	Bridge temperature sensor input (see section 11, for bridge sensor option)
X1: 9-10	Cabin temperature sensor input (see section 11, for cabin sensor option)



X12: Dry contacts

X12: 1-2	PCA Activated (NC)	Opens when input contactor is engaged
X12: 3-4	Smoke detector (NO)	Closes when smoke detector alarm is present
X12: 5-6	Smoke detector (NC)	Opens when smoke detector alarm is present



Note: Max. 50V AC/DC, 2A

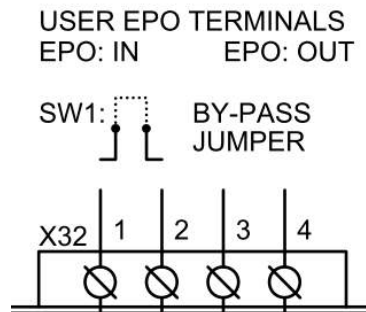
Operation Manual - ITW GSE 3400

Transport & Installation

X32: External Emergency Stop (EPO)

The external EPO I/O A2:X32 is a 24 VDC input, either by using the internal 24 VDC supply or an external 24 VDC voltage. The SW1 “EPO JUMPER” is then removed.

X32: 1-2	EPO IN:	Input terminals (Remove SW1)
X32: 3-4	EPO OUT:	Output terminals (dry contact)



Operation Manual - ITW GSE 3400

Transport & Installation

X2 & X3: Hose Interlock Signals

The hose interlock signals are used for connection to an external hose drum retriever or similar. When fully integrated, the ITW GSE 3400 can wind/unwind the hose from the remote control, as well as block the retriever from coiling during operation.

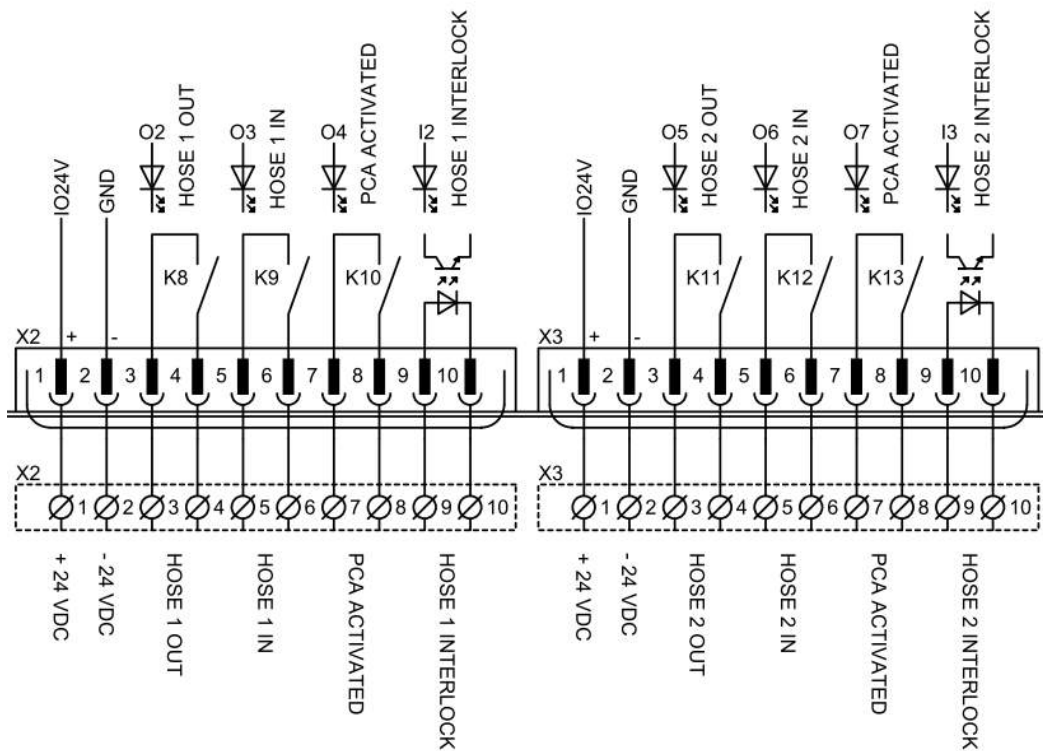
PCA130: X2 terminal row is installed only

PCA210: X2 and X3 terminal rows are installed



Always use the hose interlock facility, to avoid unwanted starts with blocked hoses. If the hose interlock is not used, clearly label the hose storage facility with safety warnings (“Do not turn on air flow, unless aircraft couplers are in place” or similar)

Note: For units with two outlets, “Hose 2 Interlock” input is required for opening the Output 2 damper (see section 6.3 for configuration of damper operating mode)



Operation Manual - ITW GSE 3400

Transport & Installation

4.17 TCP/IP On-board Interface

The ITW GSE 3400 is equipped with a TCP/IP (RJ45) communication port for supervision and monitoring of the PCA e.g. by the means of a central computer. The port is located on the Control Board (A1).

The protocol is limited to MODBUS TCP/IP. The data available from the PCA is comprehensive and should meet most requirements.

Supported Modbus Function Codes

The ITW GSE 3400 implements a subset of the Modbus Application Protocol Specification V.1.1b.

The following function codes are supported in Modbus requests:

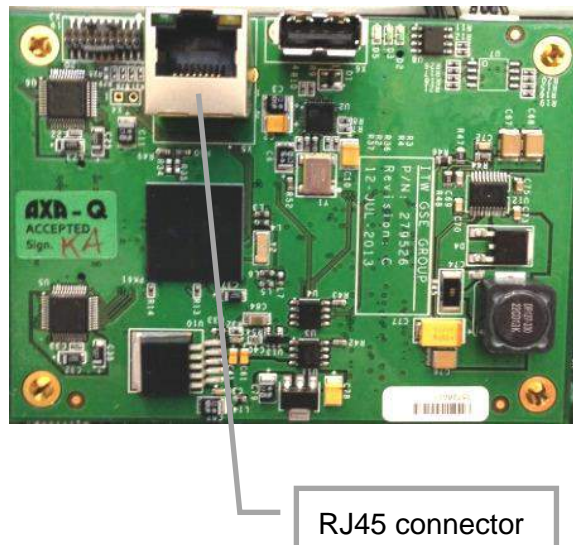
- 03 (0x03) Read Holding Registers
- 04 (0x04) Read Input Registers
- 06 (0x06) Write Single Register
- 16 (0x10) Write Multiple Registers

In the following section, the different kinds of data available are described.

- The most common modes are: System in use, system in standby and system in fault.
- The PCA provides a comprehensive range of internal and external parameter measurements and information e.g. voltages, currents, temperatures, time, date etc.
- The PCA provides two kinds of logs:
The Black Box which contains the last 100 errors detected together with all relevant parameters and status information available in connection with a shut-down.
The Power log which contains the time in use and the power consumption for the last 100 operations.

Notice!

Detailed information on the Modbus Communication and available parameters can be obtained from ITW GSE upon request. Refer to chapter 6.3 for communication setup.



Operation Manual - ITW GSE 3400

Technical Specifications

5.0 Technical Specifications

5.1 Generic data

Standards:

UL1995	Heating and cooling equipment (480V units only)
2004/108/EC	EMC Directive
2006/95/EC	LVD Directive
2006/42/EC	Machinery Directive
EN 61000-6-2	EMC - Immunity standard
EN 61000-6-4	EMC - Emission standard
EN 62040-1-1	LVD - Safety standard
EN 61558-2-6	LVD - Safety standard
EN 1915-1 & 2	Machinery – General safety requirements
EN 12312-17	Machinery – Specific safety requirements

Input:

Phase sequence	ABC
Rectification	12-pulse
Line current distortion	< 10%
Power Factor	> 0.97 at 100 % load

Output:

Supply temperature	Sub-freezing (depending on ambient temp./ RH and airflow)
--------------------	---

Physical:

Construction	Welded, galvanised steel frame construction. Stainless steel ducts.
Colour	RAL7035 standard, other colours on request

Environmental:

Storage temperature	+10 to +35°C / +50 to +95°F / 20 - 70% RH
Operating temperature	-30 to +50°C / -22 to +122°F / 10 - 100% RH (non-condensing)
Noise level	< 85 dB (A) @ 4.6m / 15'
Ingress protection	IP54 / NEMA 3R (electronic section)

Miscellaneous:

MTTR	Typical 20 Minutes
Refrigerant	R410A, 9.9 kg / 21.8 lbs pr. cooling module

Specifications subject to change without prior notice

Operation Manual - ITW GSE 3400

Technical Specifications

5.2 Type specific data

Model		ADF-130/2 (H)		ADF-130/2X (H)		ADF-210/3 (H)		ADF-210/4 (H)	
Marking		CE	UL	CE	UL	CE	UL	CE	UL
Input voltage	[V]	3 x 400	3 x 480	3 x 400	3 x 480	3 x 400	3 x 480	3 x 400	3 x 480
Frequency	[Hz]	50	50/60	50	50/60	50	50/60	50	50/60
Current (Line)	[A]	145	120	175	145	275	220	345	290
Current (MCA)	[A]	180	146	200	170	300	250	370	310
Current (MOP)	[A]	200	150	225	200	350	300	400	350
Nominal compressor rating	[Tons]	45	45	60	60	90	90	120	120
Airflow	[kg/min]	130	130	130	130	210	210	210	210
Airflow	[lb/min]	280	280	280	280	460	460	460	460
Pressure	[Pa]	8500	8500	8500	8500	10000	10000	10000	10000
Pressure	[inH ₂ O]	34	34	34	34	40	40	40	40
Weight	[kg]	3200	3200	3200	3200	4000	4000	4500	4500
Weight	[lb]	7000	7000	7000	7000	8800	8800	9900	9900
Heater (Optional)	[kW]	72	72	72	72	120	120	120	120

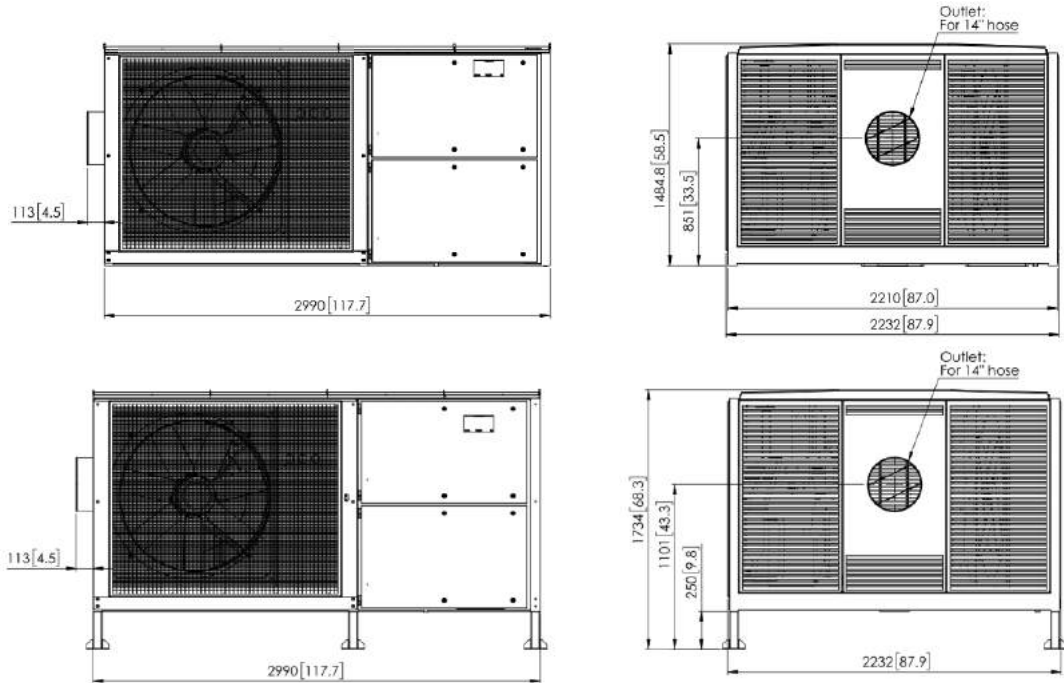
Dimensions: Refer to outline drawings on the following page. Figures are shown in millimetres and [inches]

Specifications subject to change without prior notice

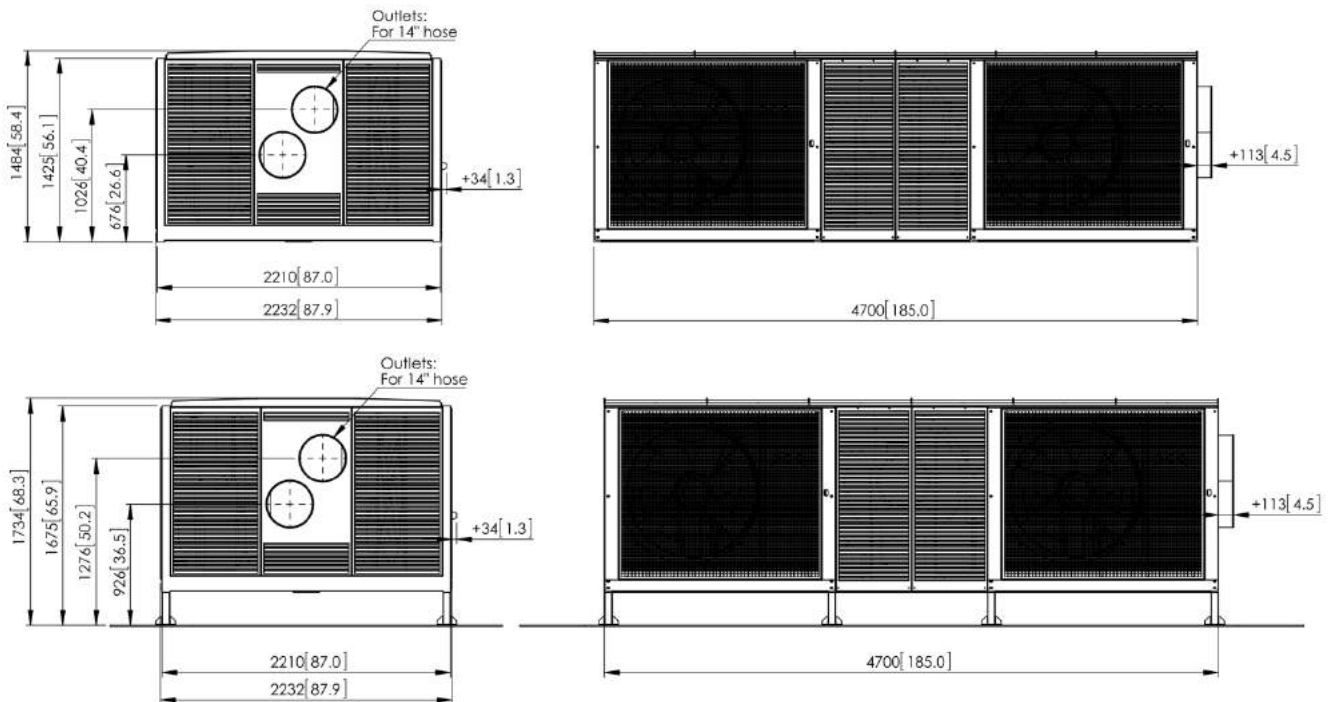
Operation Manual - ITW GSE 3400

Technical Specifications

PCA130 Bridge and Apron mounted unit



PCA210 Bridge and Apron mounted unit



Operation Manual - ITW GSE 3400

Operating Instructions

6.0 Operators Instructions

6.1 Using the Display/Keypad

To enable a smooth and easy operation, the operator control panel has a simple layout. The LED display is located at the top. It is used to provide information during operation / service / maintenance. It either shows operational data, warnings or failure information in plain text combined with a time stamp and a 4 digit code which can be used in combination with the manual to show more detailed information on the reported message.

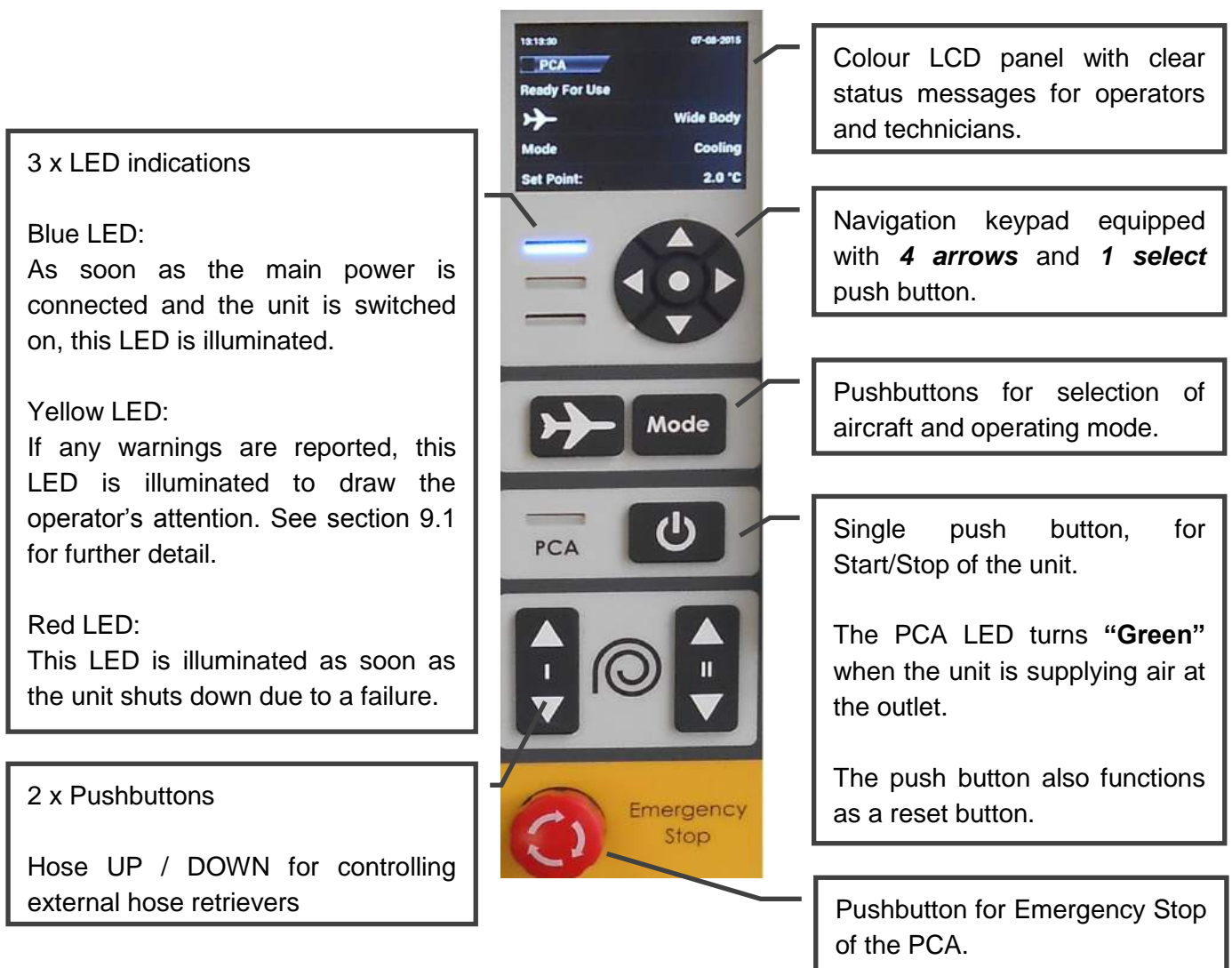


Fig. 6.1.1 Display / Operator panel

Operation Manual - ITW GSE 3400

Operating Instructions

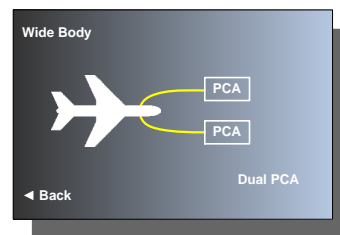
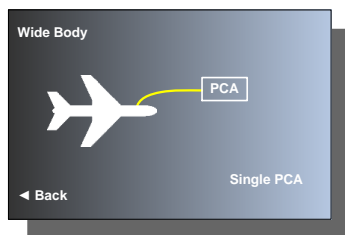
6.2 Operating the unit

- Connect the air delivery hose to the aircraft. Make sure the hose is connected correctly, or else the air might not be guided correctly into the aircraft.

- Press the Aircraft and Mode buttons, to set the PCA for the corresponding aircraft to be served.



- For MARS stand configuration, press the Aircraft button to select if the aircraft is serviced with one or two PCAs.



- For Cabin Temperature dependant modes, place the cabin sensor in the aircraft cabin.

- Press the Start/Stop  button

- The unit is now in operation and supplies the aircraft with pre-conditioned air. This is indicated via the green LED close to the Start/Stop button. From the default display screen and during operation, various parameters can be viewed via the display. Use the navigation keys ▼▲ to browse through the available screens, shown on the next pages.



- After operation, the unit has to be turned off before removing the air delivery hose.

- Press the Start/Stop  button

- The air delivery hose can now be removed from the aircraft and placed in the hose storage facility.

Notice!

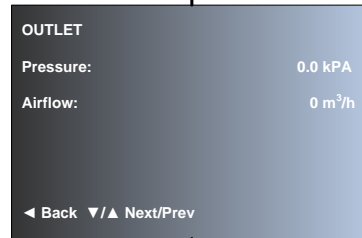
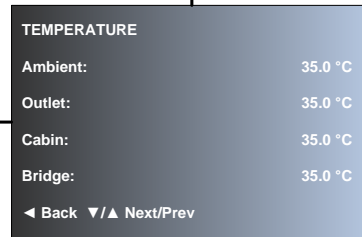
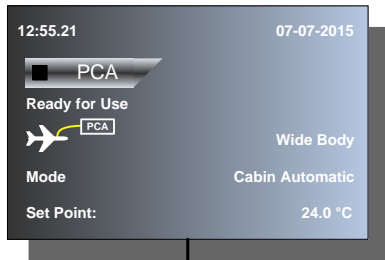
Please notice that the Start/Stop  button also functions as a Reset push button.

If, for some reason, the unit stops due to an error / failure, press the Start/Stop/Reset to reset the unit.

Operation Manual - ITW GSE 3400

Operating Instructions

Default Display Screen Standby

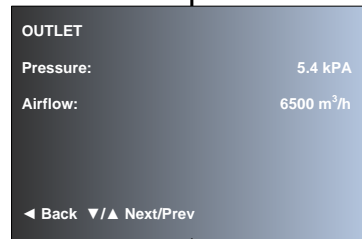
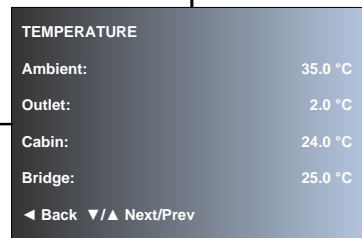
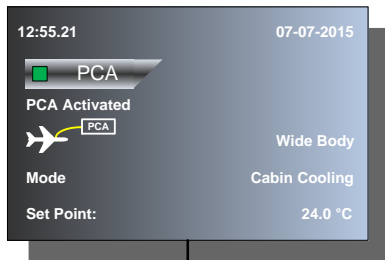


Use the ▼/▲ to browse through the various screens.

Use ◀ to leave the sub-menu and return to Default Screen.

Notice!
Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Default Display Screen Operating



Use the ▼/▲ to browse through the various screens.

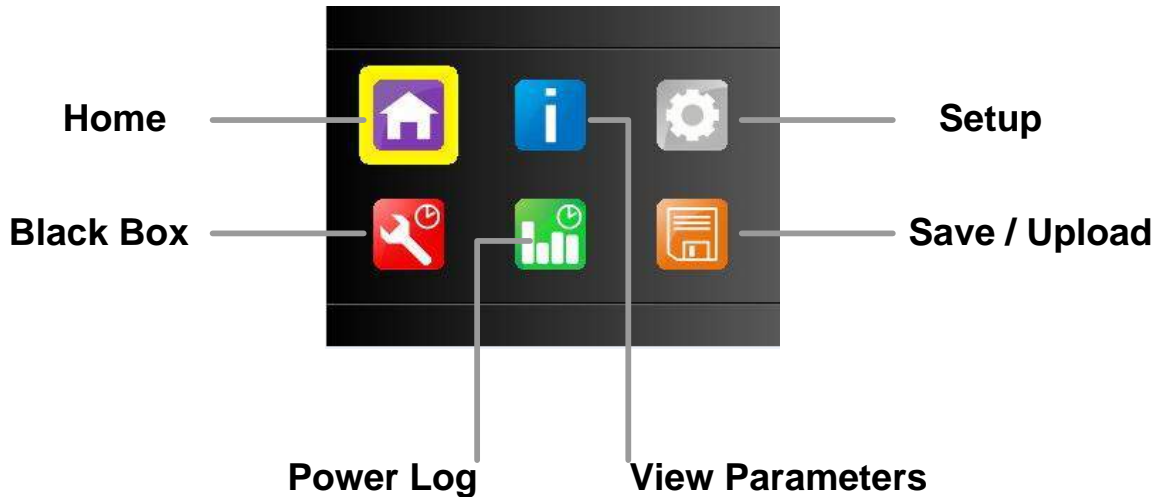
Use ◀ to leave the sub-menu and return to Default Screen.

Notice!
Parameters may vary depending on the mode of the unit Standby / operating / configuration etc.

Operation Manual - ITW GSE 3400

Operating Instructions

6.3 Menu structure









The basic Icon Menu is shown above with the available sub-menus.

To enter the Icon Menu, press the ● from the default menu and hold it down for approximately 10 seconds.

To Select a sub-menu, simply use the navigation keys ◀▼▲▶ to highlight the icon and then press the ● to enter the sub-menu.

To leave the Icon Menu highlight the "Home" icon and press ●

Icon explanation:

-  Back to Default screen
-  Viewing actual PCA parameters
-  Set-up menu for changing PCA parameters
-  Black Box with last 100 failures / errors
-  Power Log with last 100 operations
-  Save "Black Box" / "Power Log" records or update control card software

Operation Manual - ITW GSE 3400

Operating Instructions

Parameters – Menu structure



Highlight the  by using the navigation ◀▼▲▶ keys.

Press ● to select "View parameters" sub-menu.

Use the ▼/▲ to browse through the various screens.

Use ◀ to leave the sub-menu and return to basic Icon Menu.

Notice!
Parameters may vary depending on the mode of the unit Standby / operating / configuration etc.

TEMPERATURE	
Ambient:	20.0 °C
Outlet:	20.0 °C
Cabin:	20.0 °C
Bridge:	20.0 °C
◀ Back ▼/▲ Next/Prev	

OUTLET	
Pressure:	0.0 kPA
Airflow:	0 m ³ /h
◀ Back ▼/▲ Next/Prev	

INPUT	
Voltage:	400 V
Current:	0 A
Actual Power:	0 kW
Apparant Power:	0 kVA
◀ Back ▼/▲ Next/Prev	

DC LINK	
DC-Voltage:	0 V
DC-Ripple:	0 V
◀ Back ▼/▲ Next/Prev	

COOLING MODULE X	
P-Discharge:	13.0 bar
P-Suction:	13.0 bar
Frequency:	0.0 Hz
Status:	0
◀ Back ▼/▲ Next/Prev	

COOLING MODULE X	
T-Discharge:	20.0 °C
T-Suction:	20.0 °C
T-Condenser:	20.0 °C
Current:	< 5 A
◀ Back ▼/▲ Next/Prev	

Operation Manual - ITW GSE 3400

Operating Instructions

Parameters (continued) – Menu structure

Use the ▼/▲ to browse through the various screens.

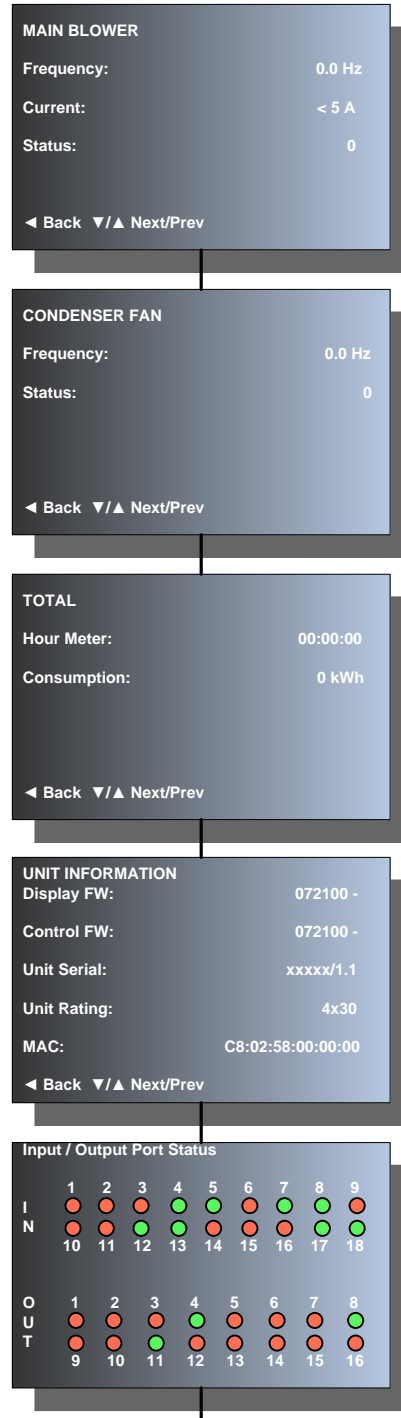
● = Active

● = Not Active

Use ◀ to leave the sub-menu and return to basic Icon Menu.

Notice!

I/O Port status may vary depending on the mode of the unit Standby / operating etc.

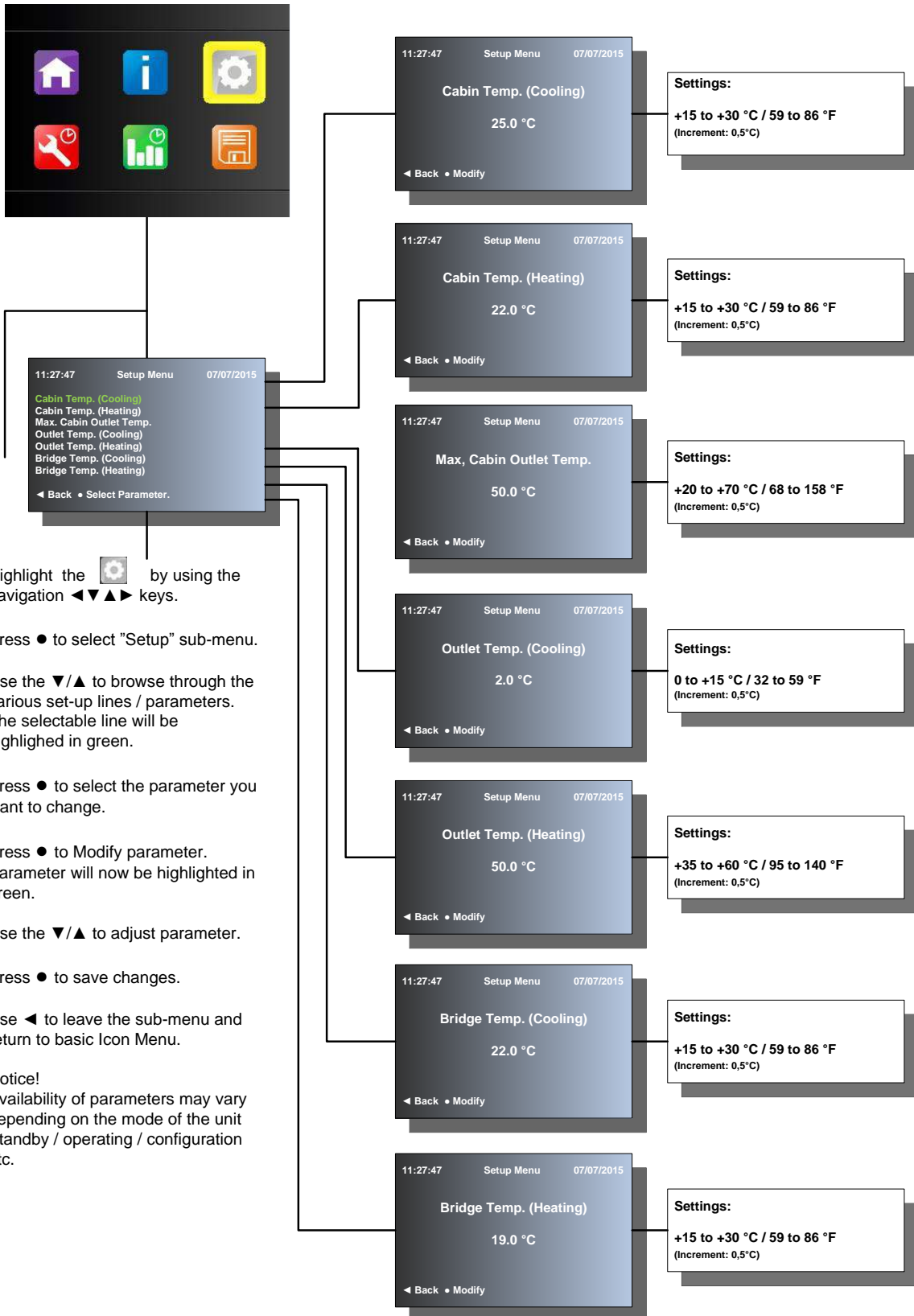


Note: please refer to schematic for further I/O Port information.

Operation Manual - ITW GSE 3400

Operating Instructions

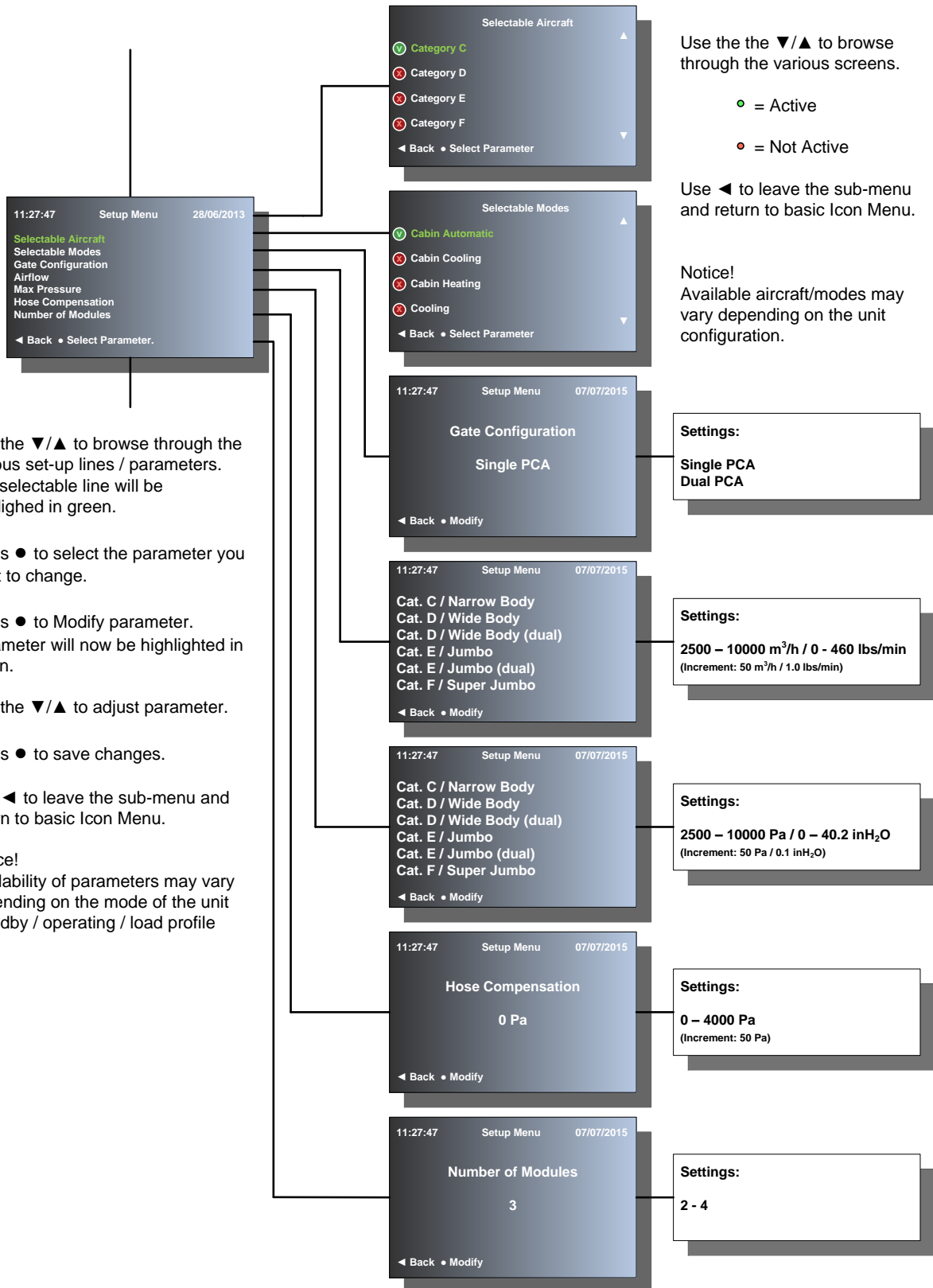
Setup – Menu structure



Operation Manual - ITW GSE 3400

Operating Instructions

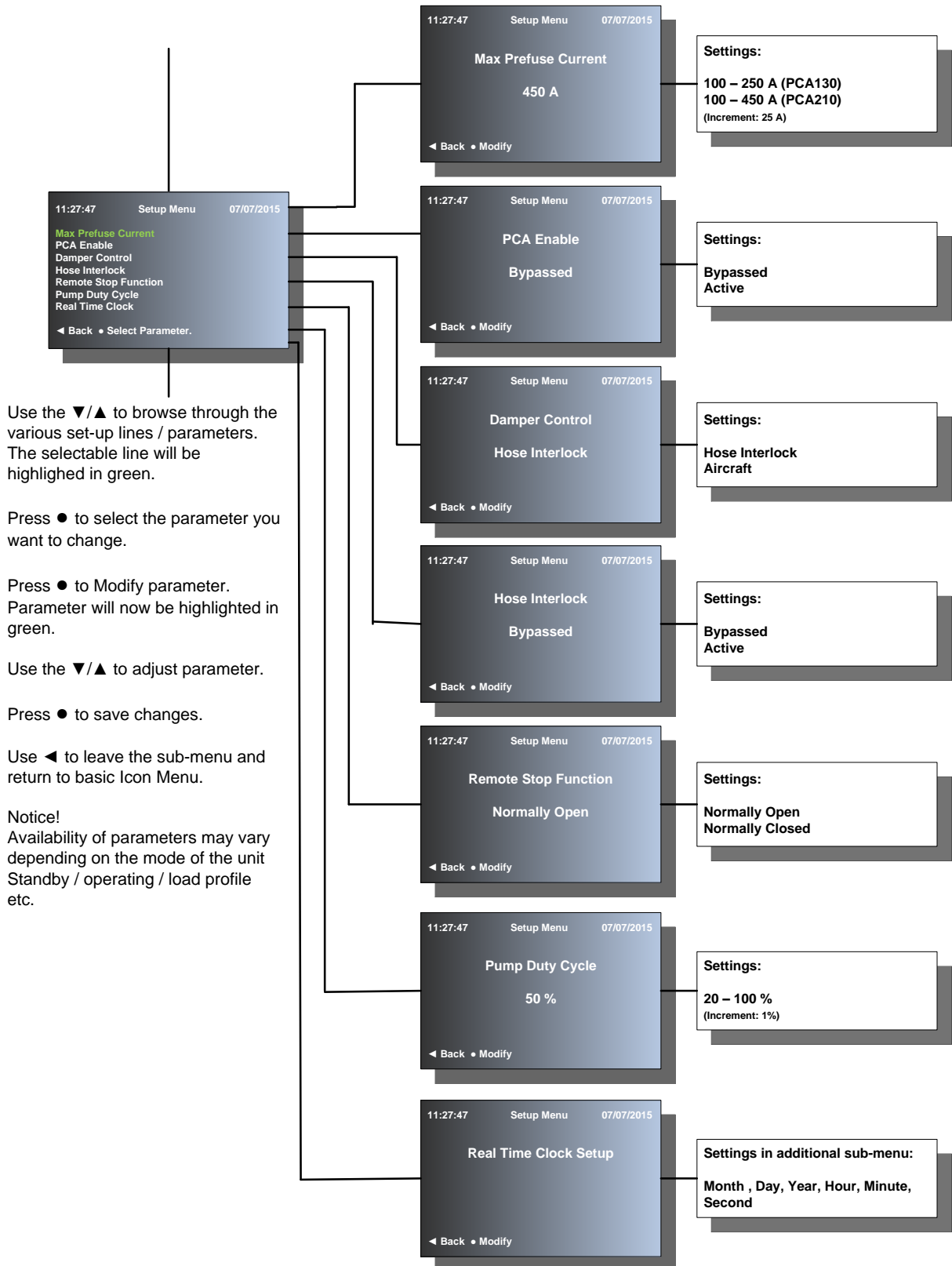
Setup (continued) – Menu structure



Operation Manual - ITW GSE 3400

Operating Instructions

Setup (continued) – Menu structure



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Press ● to save changes.

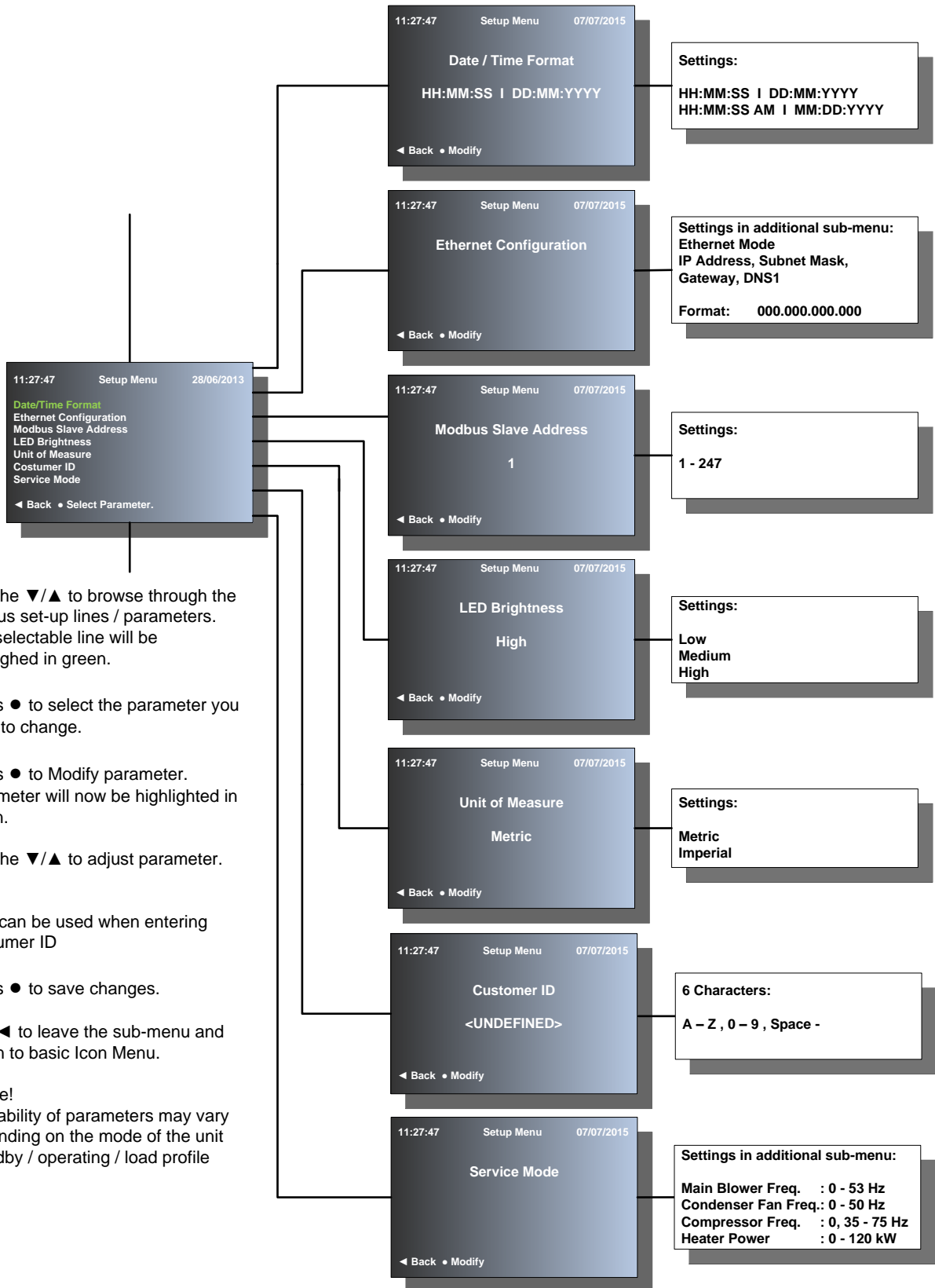
Use ◀ to leave the sub-menu and return to basic Icon Menu.

Notice!
Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual - ITW GSE 3400

Operating Instructions

Setup (continued) – Menu structure



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Note!

◀▶ can be used when entering Customer ID

Press ● to save changes.

Use ◀ to leave the sub-menu and return to basic Icon Menu.

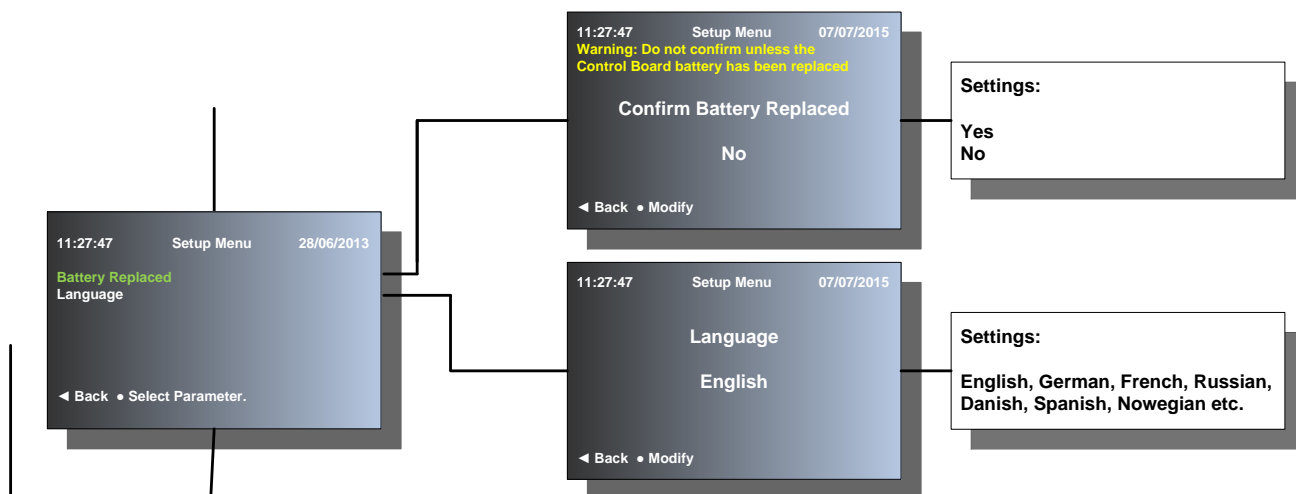
Notice!

Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual - ITW GSE 3400

Operating Instructions

Setup (continued) – Menu structure



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Press ● to save changes.

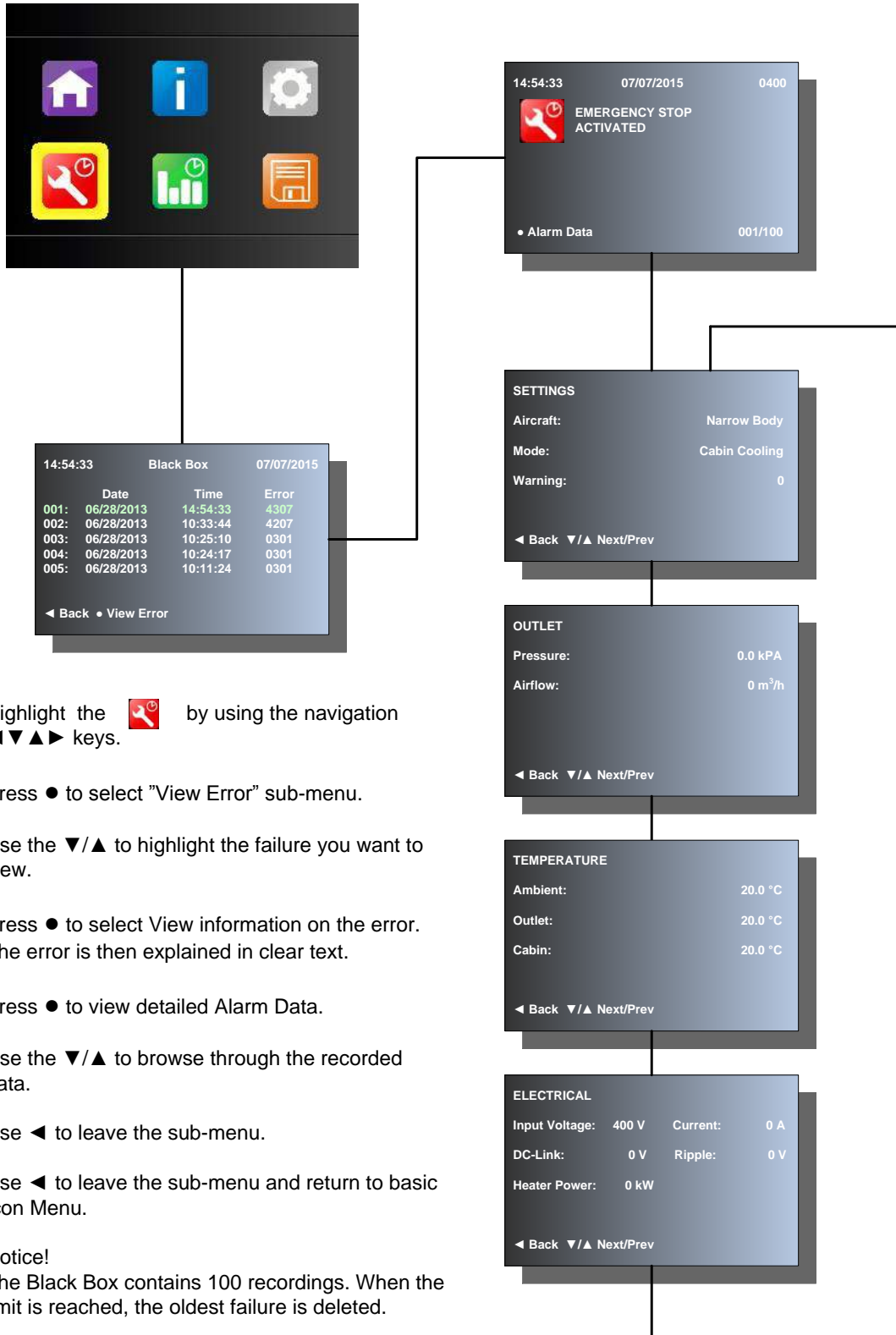
Use ◀ to leave the sub-menu and return to basic Icon Menu.


Notice!
Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual - ITW GSE 3400

Operating Instructions

Black Box – Menu structure



Highlight the  by using the navigation **◀▼▲▶** keys.

Press **●** to select "View Error" sub-menu.

Use the **▼/▲** to highlight the failure you want to view.

Press **●** to select View information on the error. The error is then explained in clear text.

Press **●** to view detailed Alarm Data.

Use the **▼/▲** to browse through the recorded data.

Use **◀** to leave the sub-menu.

Use **◀** to leave the sub-menu and return to basic Icon Menu.


Notice!

The Black Box contains 100 recordings. When the limit is reached, the oldest failure is deleted.

Operation Manual - ITW GSE 3400

Operating Instructions

Black Box – Menu structure

Highlight the  by using the navigation **◀▼▲▶** keys.

Press **●** to select "View Error" sub-menu.

Use the **▼/▲** to highlight the failure you want to view.

Press **●** to select View information on the error. The error is then explained in clear text.

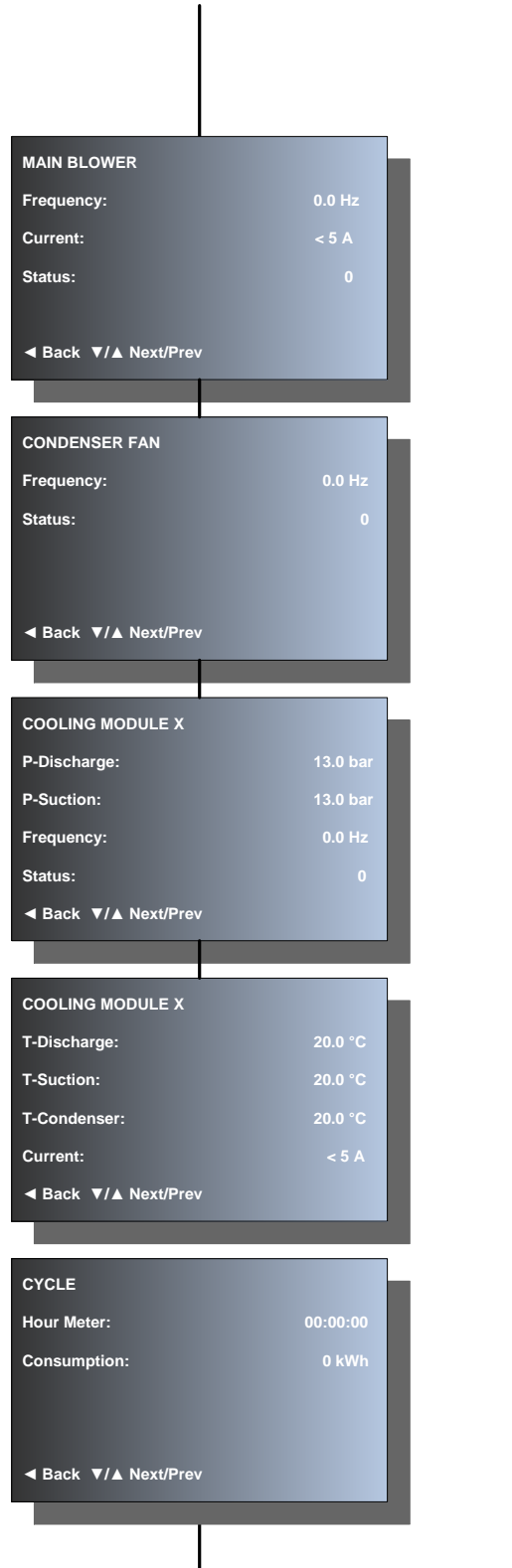
Press **●** to view detailed Alarm Data.

Use the **▼/▲** to browse through the recorded data.

Use **◀** to leave the sub-menu.

Use **◀** to leave the sub-menu and return to basic Icon Menu.

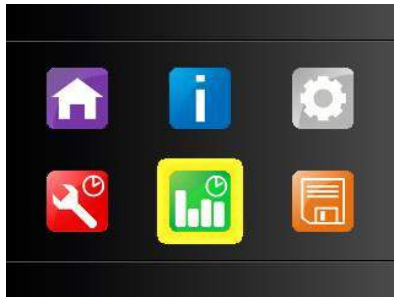
Notice!
The Black Box contains 100 recordings. When the limit is reached, the oldest failure is deleted.



Operation Manual - ITW GSE 3400

Operating Instructions

Power Log – Menu structure



11:29:00 Power Log 07/07/2015

	Date	Time	kWh
001:	06/28/2013	10:34:28	0132
002:	06/28/2013	10:27:21	0038
003:	06/28/2013	10:03:03	0001
004:	06/28/2013	10:02:34	0001
005:	06/28/2013	10:02:00	0000

◀ Back • View Log

Power Log 001/100

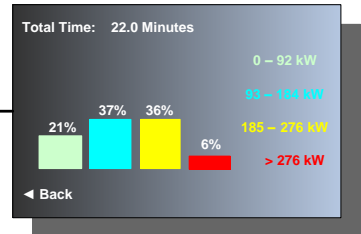
Start Date: 07/07/2015

Start Time: 10:34

Minutes Used: 22

kWh Used: 132.0

◀ Back ▼/▲ Next/Prev • Graph



Power Log 002/100

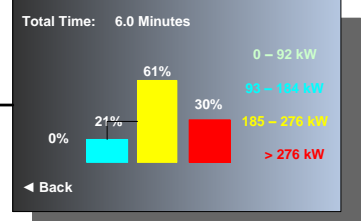
Start Date: 07/07/2015

Start Time: 10:27

Minutes Used: 6

kWh Used: 38.0

◀ Back ▼/▲ Next/Prev • Graph



Power Log 100/100

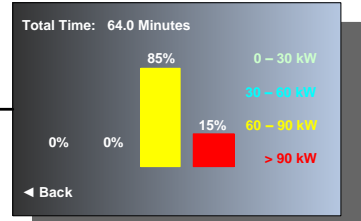
Start Date: 06/27/2013


Start Time: 22:17

Minutes Used: 64

kWh Used: 74.0

◀ Back ▼/▲ Next/Prev • Graph



Highlight the  by using the navigation **◀▼▲▶** keys.

Press **•** to select "Power Log" sub-menu.

Use the **▼/▲** to highlight the Power Log you want to view.

Press **•** to select View Log.

The Power Log parameters are then displayed.

Press **•** to select Graph view.

or

Use the **▼/▲** to browse to the next recorded event.

Use **◀** to leave the sub-menu.

Use **◀** to leave the sub-menu and return to basic Icon Menu.

Notice!

The Power Log contains 100 recordings. When limit is reached, the oldest Log is deleted.

Operation Manual - ITW GSE 3400

Operating Instructions

Save/Upload – Menu structure



Highlight the  by using the navigation **◀▼▲▶** keys.

Press **●** to select "USB Menu" sub-menu.

The default, green highlighted function is: "Update Display Software" otherwise use the **▼/▲** to highlight the function "Update Display Software".

Before pressing **●** to select "Update Display Software", please remember to insert a USB stick into the USB port on the Display (located on the back of the front door).

Press **●** to select function.

Press **●** to confirm update firmware.

The firmware is now being uploaded to the display card. Upload % is counting from 0% to 100% and "**Update Successful! Please reboot**" is displayed, when the update has been completed.

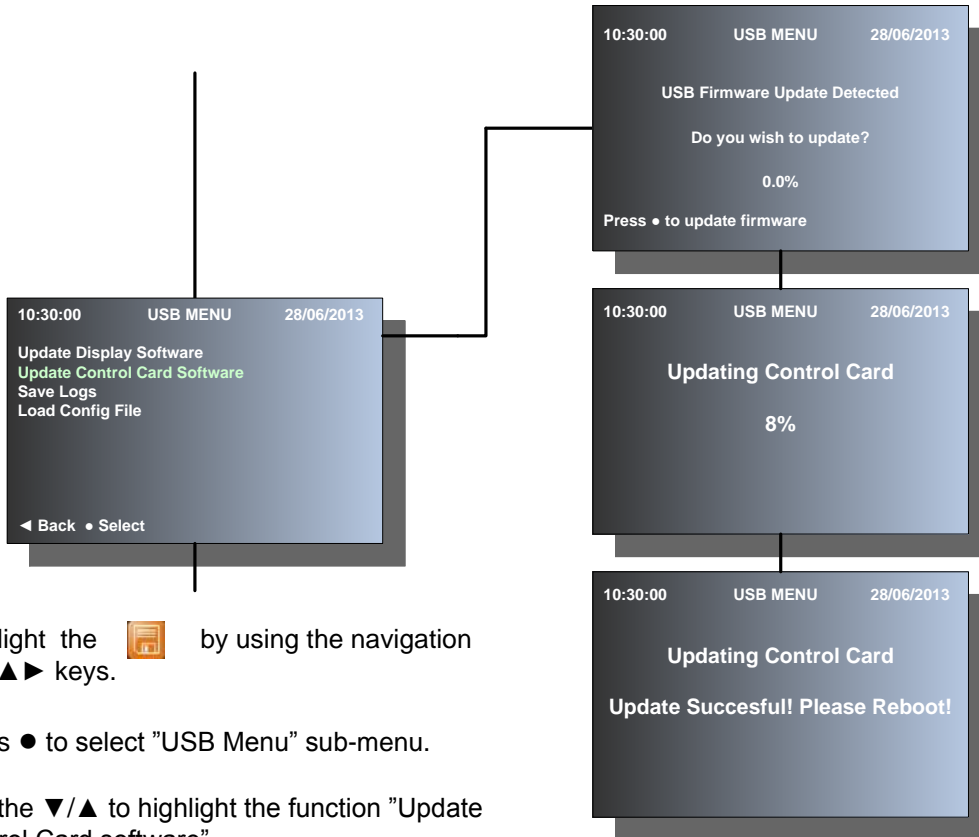
To Reboot the unit, press **●** button.




Operation Manual - ITW GSE 3400

Operating Instructions

Save/Upload (continued) – Menu structure



Highlight the  by using the navigation ◀▶▲▼ keys.

Press ● to select "USB Menu" sub-menu.

Use the ▼/▲ to highlight the function "Update Control Card software".

Before pressing ● to select "Update control card software", please remember to insert an USB stick into the USB port on the control card (located on the interface board).

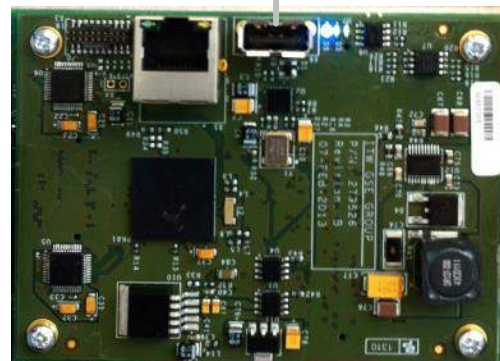
Press ● to select function.

Press ● to confirm update firmware.

The firmware is now being uploaded to the control card. Upload % is counting from 0% to 100% and "Update Successful! Please reboot" is displayed, when the update has been completed.

To Reboot the unit, press ● button.

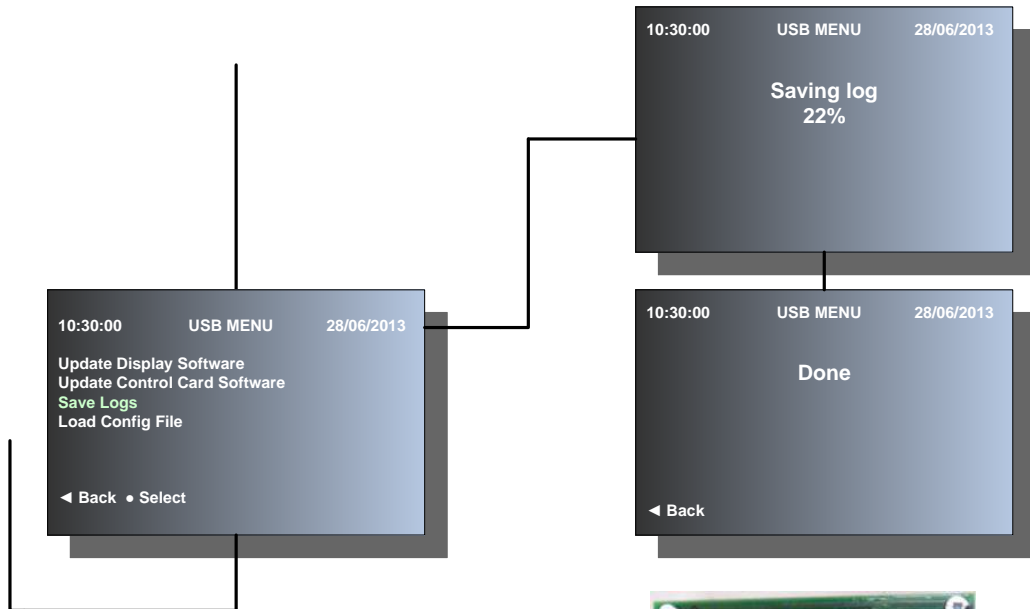
USB connection
Control card




Operation Manual - ITW GSE 3400

Operating Instructions

Save/Upload(continued) – Menu structure



Highlight the  by using the navigation ◀▼▲▶ keys.

Press ● to select "USB MENU" sub-menu.

Use the ▼/▲ to highlight the function "Save Logs".

Before pressing ● to select Save logs, please remember to insert a USB stick into the USB port on the display (located on back of the front door).

Press ● to select function.

The logs are now saved to the USB stick. Saving log % is counting from 0% to 100% and "Done" is displayed, when the saving has been completed.

The logs are saved as one CSV File and can be viewed with the **ITW GSE Service Tool**.

Notice!

The USB stick can be inserted while the unit is connected to the power.

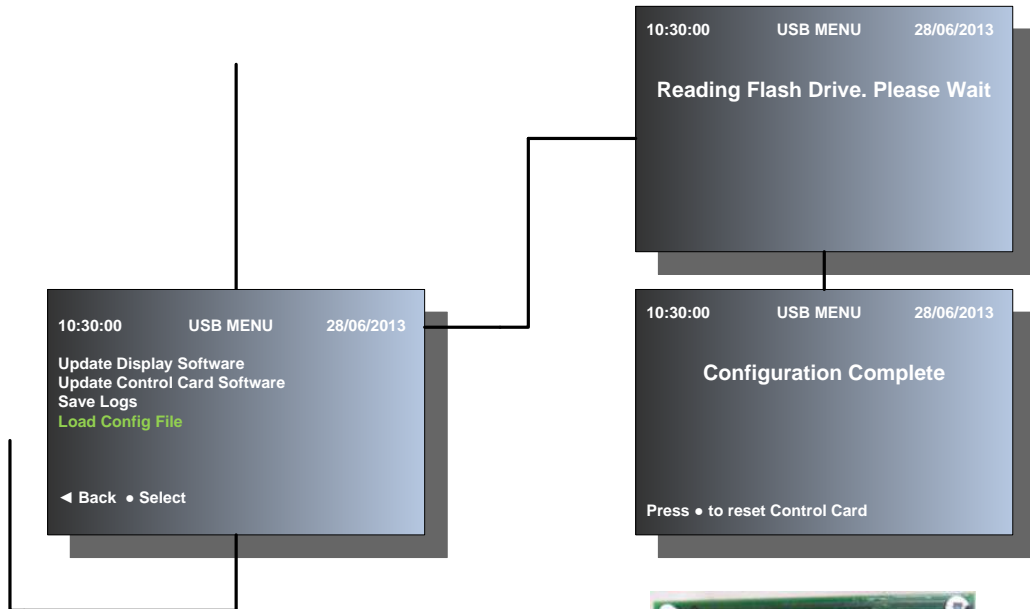



USB connection Display

Operation Manual - ITW GSE 3400

Operating Instructions

Save/Upload(continued) – Menu structure



Highlight the  by using the navigation ◀◀▶▶ keys.

Press ● to select "USB MENU" sub-menu.

Use the ▼/▲ to highlight the function "Load Config File".

Before pressing ● to select Load Config File, please remember to insert a USB stick into the USB port on the display (located on back of the front door).

Press ● to select function.

The new configuration of the unit is now uploaded from the USB stick and "Configuration Complete" is displayed, when upload has been successfully completed.

Press ● to reset Control Card.

Notice!
The USB stick can be inserted while the unit is connected to the power.



USB connection Display

Operation Manual - ITW GSE 3400

Operating Instructions

6.4 Default Factory Settings

Parameter	Setting
Cabin Temperature (Cooling):	25°C / 77°F
Cabin Temperature (Heating): *	22°C / 72°F
Max Cabin Outlet Temp.:	50°C / 122°F
Outlet Temperature (Cooling):	2°C / 36°F
Outlet Temperature (Heating): *	50°C / 122°F
Bridge Temperature (Cooling): *	22°C / 72°F
Bridge Temperature (Heating): *	19°C / 66°F
Bridge Timer: *	1440 min.
Selectable Aircrafts:	
Regional Jet (PCA130 only)	Not Active
Category C	Not Active
Category D	Not Active
Category E	Not Active
Category F	Not Active
Narrow body	Active
Wide Body	Not Active
Jumbo	Not Active
Super Jumbo	Not Active
BMS (Building Mgt. System)	Not Active
Selectable Modes:	
Cabin Automatic	Active
Cabin Cooling	Active
Cabin Heating *	Active
Cooling	Active
Heating *	Active
Ventilation	Active
Bridge Air *	Active
Hose Compensation:	0 Pa
Gate Configuration:	Single
Airflow:	<i>see section 7.1</i>
Max Pressure:	<i>see section 7.1</i>
Number of Modules:	<i>Actual</i>
Max Prefuse Current:	250 A (PCA130) / 450 A (PCA210)
Remote Stop:	Normally Open

Operation Manual - ITW GSE 3400

Operating Instructions

Parameter	Setting
PCA Enable:	Bypassed
Damper Control:	Hose Interlock
Hose Interlock:	Bypassed
Pump Duty Cycle:	<i>Actual</i>
Real Time Clock:	<i>Actual</i>
Date/Time Format:	HH:MM:SS / DD:MM:YYYY
Ethernet Configuration:	192.168.1.100
MODBUS Slave Address:	1
LED Brightness:	Medium
Unit of Measure:	Metric
Customer ID:	Undefined
Service Mode (Submenu):	Not Active
Battery Replaced:	No
Language:	<i>Actual</i>

*: Only for units with option installed

6.5 Preventing changes of setup parameters

To avoid unintentional modification of the Setup parameters, it is possible to block the access to the Setup Mode, by means of a DIP switch situated at the Display Board A3.

Note!

If the DIP switch is set to blocked, pressing the SW1 enables the user to enter the setup menu within 10 seconds. After the time elapses the menu will be blocked again.

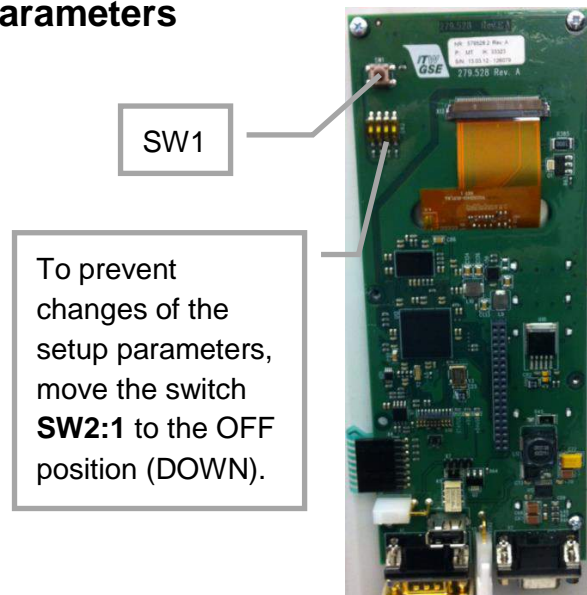


Figure 6.5 Display Board A3

Operation Manual - ITW GSE 3400

Airflow limits, pressure settings & Automatic Modes

7.0 Airflow limits, pressure settings & Automatic Modes

7.1 Airflow and pressure limit settings for the aircraft

When the aircraft size/code has been selected on the operator panel, the PCA adjusts the airflow rate automatically for this aircraft, according to the settings in the display setup menu, described in section 6.3. If the pressure limit is reached, the airflow rate is automatically reduced until the pressure is below the limit.

If the aircraft is supplied from a single PCA, the PCA “Gate Configuration” should be set for “Single PCA” operation. For MARS stand configurations, the aircraft can be supplied from two PCAs. In this case, the PCA “Gate Configuration” should be set for “Dual PCA” operation, as shown in section 7.2.

The factory settings are shown in table 7.1.1 for airflow and pressure limits in cooling and heating modes. The airflow in heating mode is adjusted as a percentage of airflow in cooling mode. The heating factor can be adjusted in the airflow settings in the setup menu, shown in section 6.3.

PCA130: Heating Factor = 67% (Regional Jet is fixed at 100%)

Aircraft Size / ICAO Category (Mode)	Airflow [m ³ /h] Cooling / Heating	Airflow [lbs/min] Cooling / Heating	Max. Pressure [Pa]	Max. Pressure [inH ₂ O]
Regional Jet	2500 / 2500	117 / 117	8600	35
Narrow Body / Cat. C	4550 / 3049	214 / 143	6000	24
Wide Body / Cat. D (Single)	7000 / 4690	329 / 220	10000	40
Wide Body / Cat. D (Dual)	3500 / 2345	164 / 110	10000	40
Jumbo / Cat. E (Single)	7000 / 4690	329 / 220	10000	40
Jumbo / Cat. E (Dual)	4200 / 2814	197 / 132	10000	40
Super Jumbo / Cat. F	7000 / 4690	329 / 220	8600	35

PCA210: Heating Factor = 67%

Aircraft Size / ICAO Category (Mode)	Airflow [m ³ /h] Cooling / Heating	Airflow [lbs/min] Cooling / Heating	Max. Pressure [Pa]	Max. Pressure [inH ₂ O]
Narrow Body / Cat. C	4550 / 3049	214 / 143	6000	24
Wide Body / Cat. D (Single)	7000 / 4690	329 / 220	10000	40
Wide Body / Cat. D (Dual)	3500 / 2345	164 / 110	10000	40
Jumbo / Cat. E (Single)	8500 / 5695	399 / 267	10000	40
Jumbo / Cat. E (Dual)	4200 / 2814	197 / 132	10000	40
Super Jumbo / Cat. F	9000 / 6030	422 / 283	8600	35

Table 7.1.1: Factory Settings - Airflow and pressure limits

Operation Manual - ITW GSE 3400

Airflow limits, pressure settings & Automatic Modes

The aircraft manufacturers airflow and pressure limits are shown in table 7.1.2. The listed values were valid as of August 1st 2015. Please refer to the manufacturers websites for the latest updated limits.



It is strongly recommended to adjust airflow and pressure settings for the actual aircraft to be serviced. If the airflow or pressure is exceeding the aircraft specifications, the aircraft might be damaged.

Dated 1. August 2015, sorted by brand/category

Type	Brand	ICAO Category	Airflow limit @ 2°C [m3/h]	Airflow limit @ 36°F [lbs/min]	Pressure limit [Pa]	Pressure limit [inH ₂ O]
A318-100	Airbus	C	3656	172	4000	16
A319-100/Neo	Airbus	C	3656	172	4000	16
A320-200/Neo	Airbus	C	3656	172	4000	16
A321-100/200/Neo	Airbus	C	3656	172	4000	16
A300-100/200/600	Airbus	D	7031	330	6000	24
A310-200/300	Airbus	D	6750	317	6000	24
A330-200/300	Airbus	E	6188	290	5000	20
A340-200/300	Airbus	E	6188	290	5000	20
A340-500/600	Airbus	E	11250	528	5700	23
A350-800/900/1000	Airbus	E	12094	568	8000	32
A380-800	Airbus	F	17719	832	8600	35
B717-200	Boeing	C	4219	198	6200	25
B727-100	Boeing	C	4219	198	5000	20
B727-200	Boeing	C	5063	238	6700	27
B737-100/200	Boeing	C	3656	172	5000	20
B737-300/500	Boeing	C	4219	198	5000	20
B737-400	Boeing	C	5344	251	4500	18
B737-600/700	Boeing	C	4219	198	4500	18
B737-800/900	Boeing	C	5344	251	4500	18
B737-MAX 7	Boeing	C	4219	198	4500	18
B737-MAX 8/MAX 9	Boeing	C	5344	251	4500	18
B757-200	Boeing	D	4922	231	4000	16
B757-300	Boeing	D	10125	475	10000	40
B767-xxx	Boeing	D	7594	356	10000	40
B747-xxx	Boeing	E	14906	700	13000	52
B777-xxx	Boeing	E	20000	939	20000	80
B787-8	Boeing	E	8719	409	10000	40
B787-9/10	Boeing	E	11250	528	10000	40
B747-8	Boeing	F	16875	792	13000	52

Table 7.1.2: Aircraft Manufacturers Specifications - Airflow and pressure limits

Operation Manual - ITW GSE 3400

Airflow limits, pressure settings & Automatic Modes

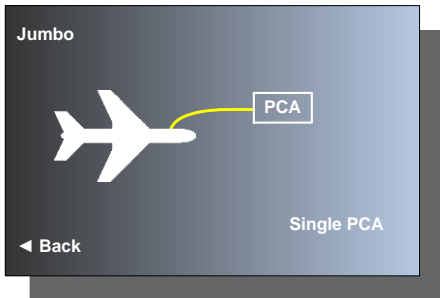
7.2 Single & Dual PCA Configuration

For MARS gates where two or more PBBs can be docked to the same aircraft, there will be a risk of over pressurizing the fuselage, if two PCAs are connected simultaneously. With the ITW GSE 3400 PCA set for dual PCA operation, the airflow will be reduced from each PCA, ensuring that the maximum allowed airflow is not exceeded.

Below are shown two examples with the same aircraft type, but parked at different gate types. On a stand-alone PBB gate, the single PCA operation mode is selected and full airflow will be available.

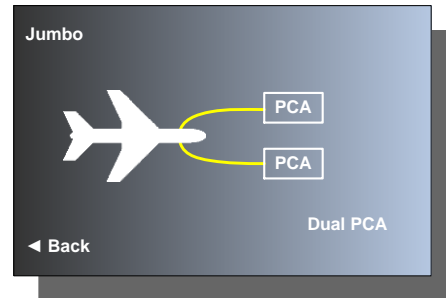
On a MARS gate, with two PCAs connected to the same aircraft, dual PCA operation is selected and each PCA reduces the airflow, to avoid over pressure in the fuselage.

Single PCA operation:



Full airflow from a single PCA

Dual PCA operation:



Reduced airflow from each PCA

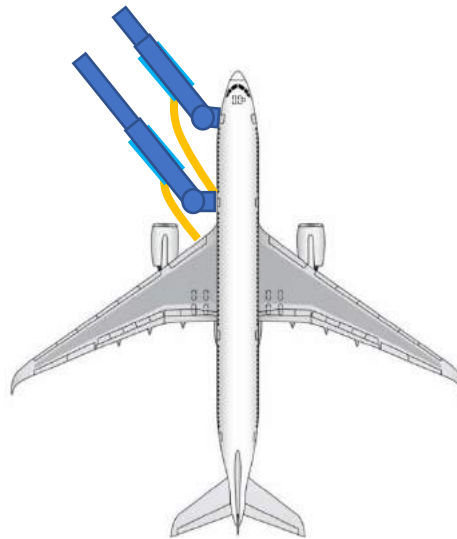
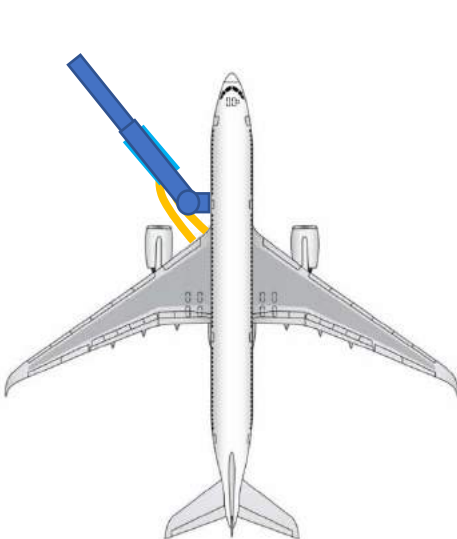


Figure 7.2: Single and Dual PCA operation on a Jumbo aircraft

Operation Manual - ITW GSE 3400

Airflow limits, pressure settings & Automatic Modes

7.3 Hose compensation

The airflow through an air delivery system (e.g. aircraft service hose, hose retriever, transition, telescopic duct etc.) generates a pressure drop between the PCA and aircraft. This pressure drop will be added to the back pressure in the aircraft, resulting in a total outlet pressure (air delivery system + aircraft back pressure = total outlet pressure), which is what the PCA unit will experience.

If the PCA unit reaches maximum pressure (limits are shown in section 7.1) before full airflow is reached, then this may be due to the pressure drop in the air delivery system. The PCA unit can compensate for the pressure drop in the air delivery system, by adding a Hose Compensation to the maximum pressure setting. The PCA unit will thus be able to increase the requested airflow and provide a better performance.

Note: Even with Hose Compensation set to maximum, the outlet pressure can never exceed the maximum rating for the unit.

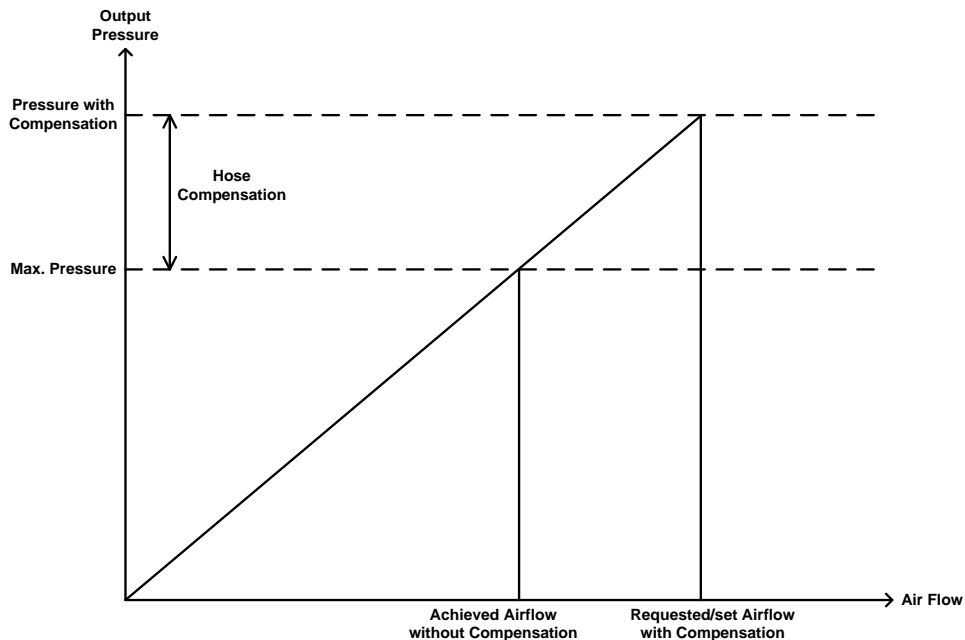


Figure 7.3 PCA Hose Compensation

Hose Compensation is calibrated as follows:

1. Deploy the service hose(s) on a straight line on the apron, not connected to an aircraft.
2. Select the aircraft / category with the lowest airflow.
3. Start the unit and allow the airflow to stabilize for 10 min.
4. Note down the outlet pressure and stop the unit.
5. Adjust Hose Compensation in the setup menu, see section 6.3 for further details.

Operation Manual - ITW GSE 3400

Airflow limits, pressure settings & Automatic Modes

7.4 Operating the PCA in Automatic Modes

When the PCA is used with a cabin or bridge sensor, the temperature will be regulated automatically, according to the figure shown below. Depending on the actual temperatures of the ambient and cabin/bridge air, the PCA will automatically heat, ventilate or cool the aircraft/bridge.

Example with Cabin Automatic Mode:

- 1) Ambient temperature = 10°C / 50°F, Cabin Temperature = 20°C / 68°F → **PCA will be Heating**
- 2) Ambient temperature = 20°C / 68°F, Cabin Temperature = 20°C / 68°F → **PCA will be Ventilating**
- 3) Ambient temperature = 20°C / 68°F, Cabin Temperature = 29°C / 84°F → **PCA will be Cooling**

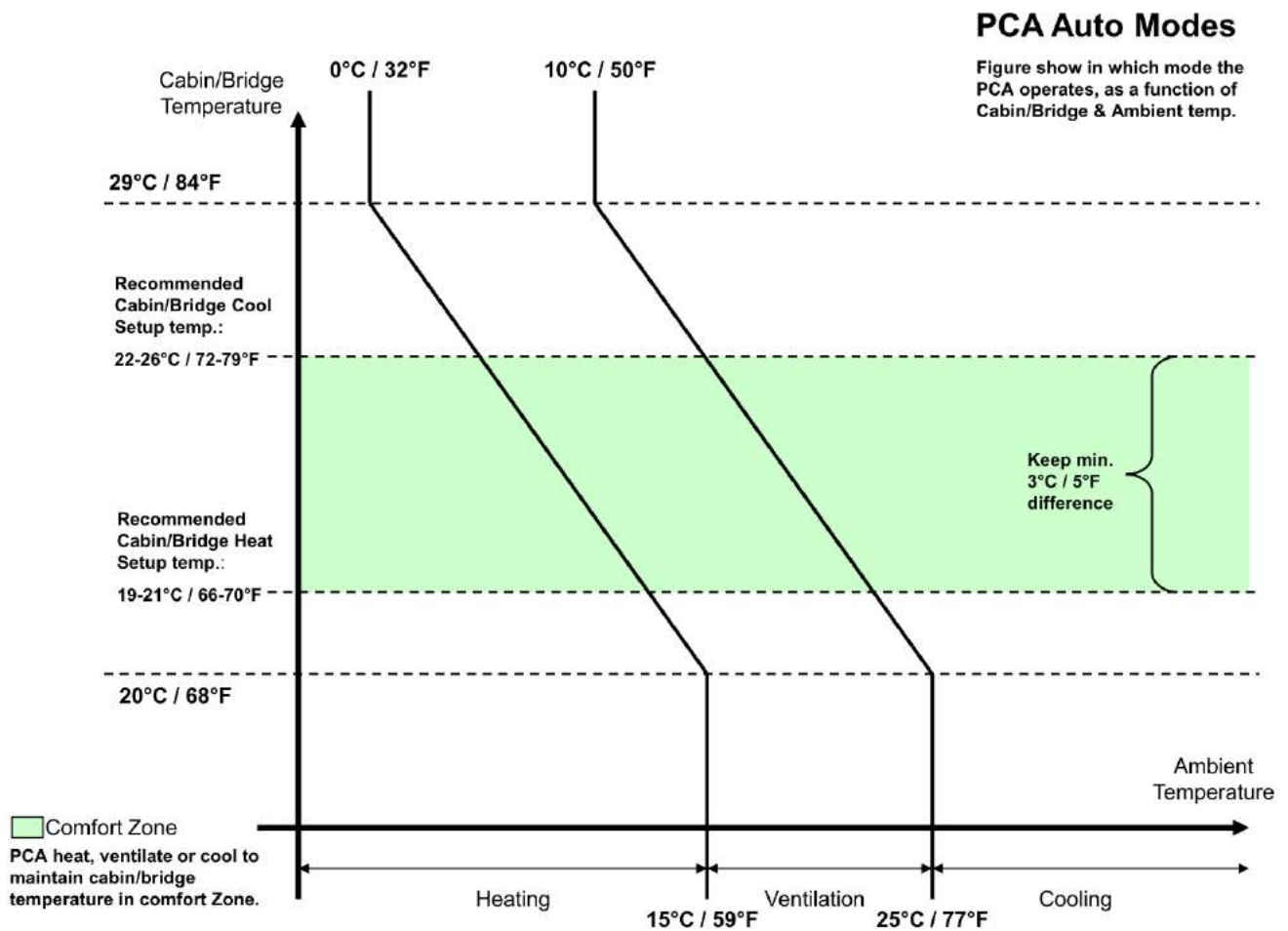


Figure 7.4 PCA Automatic Modes

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

8.0 Service, Maintenance & Overhaul

To make certain that the ITW GSE 3400 PCA is always ready for use, it must be maintained on a regular basis.



Have only qualified people to remove covers for maintenance or troubleshooting.

On the following pages, battery backup replacement and recommended maintenance schedules can be found. The recommended maintenance schedules consist of:

Interval:

- Daily inspection
- Monthly inspection
- Pre-seasonal cooling inspection
- Pre-seasonal heating inspection

Responsible:

Operators or Maintenance team
Maintenance team
Maintenance team
Maintenance team

8.1 Battery back-up & replacement

Situated on the back of the control board, is a coin type lithium battery which ensures that Firmware / Setup data etc. are not lost during mains drop-outs. The expected life of the battery is approximately 7 years. However, a low battery voltage does not affect the internal safety system of the PCA that monitors the outlet air, among others. Thus aircraft connected to the PCA are not exposed to any danger. To avoid loss of data and Control Board lock up *, we recommend changing the battery after **5 years** of use.



To ensure high reliability of the back-up battery, the only type of battery that can be used on the Control Board is the Panasonic BR-2032

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

How to change the battery:



Before removing the Control Board and to avoid any static discharge to the Control Board during the replacement of the battery, please take ESD (Electro Static Discharge) precautions.

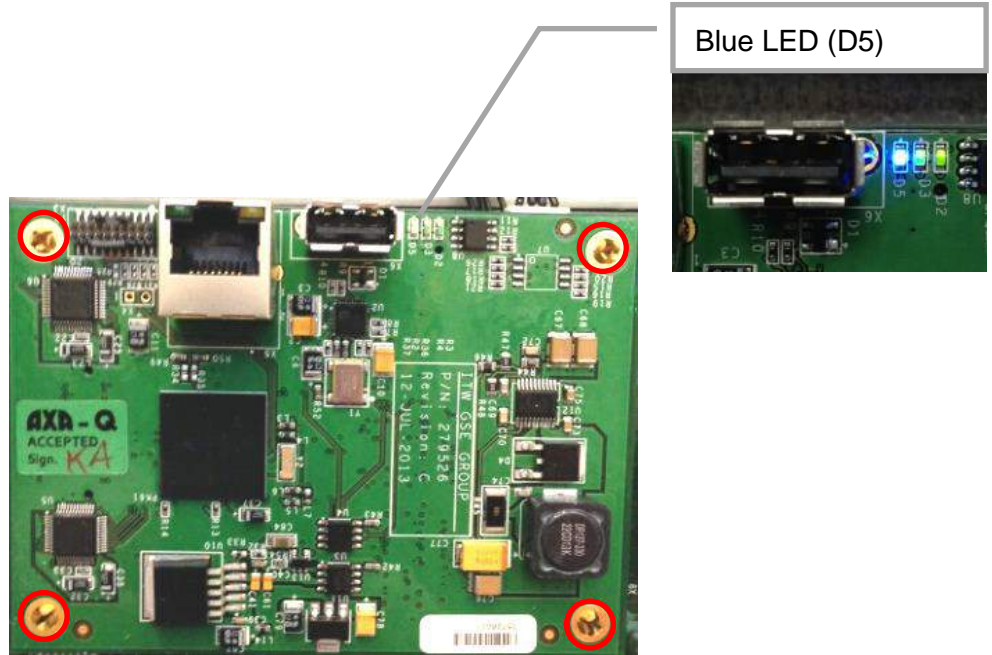



Fig. 8.2.1 Control Board (front view)

To replace the battery, **Switch OFF** the unit by means of Q1. Remove the Control Board from its 4 posts marked with a . Place the PCB on an insulated surface, with the back side face up.

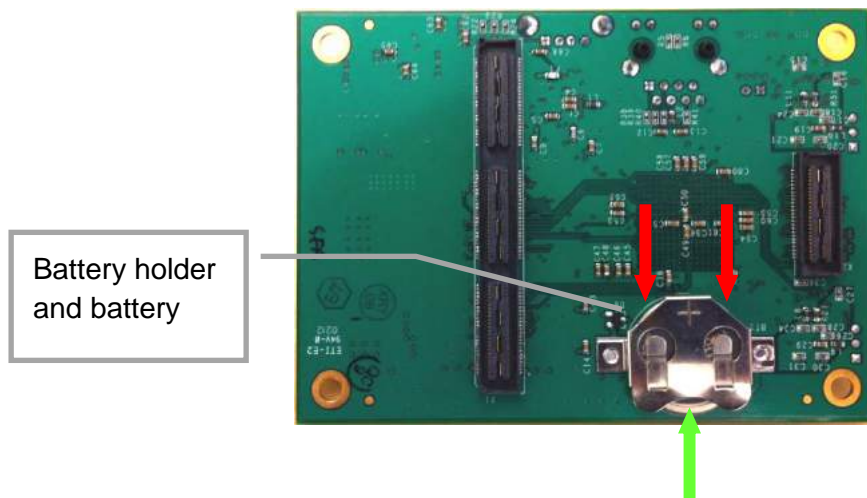


Fig. 8.2.2 Control Board (rear view)

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

Before you remove the battery from the holder, make sure that the replacement battery is within reach, as the **Control Board must not be without battery power for more than 30 seconds**.

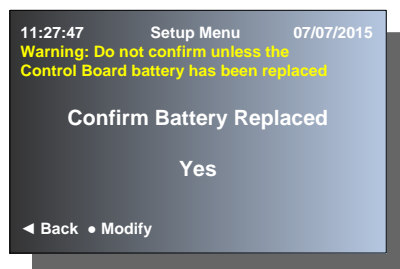
Otherwise, all firmware and the setup data will be erased. *

Remove the battery from the holder using a small insulated screwdriver to push out the battery, direction indicated by the red arrows and insert the new battery in the direction of the green arrow.

Mount the control board on the interface board again by gently pressing the PCB to its rest on the Interface Board. Make sure that all 4 corners are fully pressed towards the Interface Board.

Switch on the unit via the input switch Q1 and close the door. The unit now passes through the initialization test and goes into standby mode.

Enter the setup menu and select menu item “Battery Replaced” to confirm new battery installation.



* Important Notice!

If the blue LED on the Control Board (location can be found on the Fig. 8.1.1) flashes with approximate 2 flashes per second and the display reports “Communication Error”, the firmware on the Control Board has been erased.

The Control Board must be sent to ITW GSE to be reloaded.

Operation Manual - ITW GSE 3400


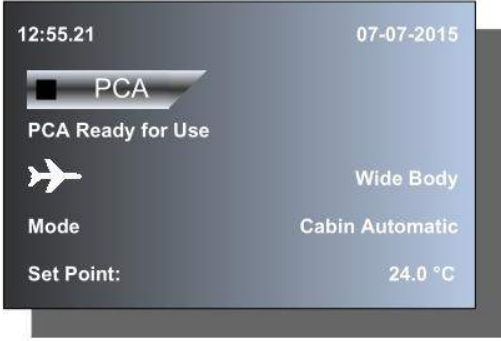
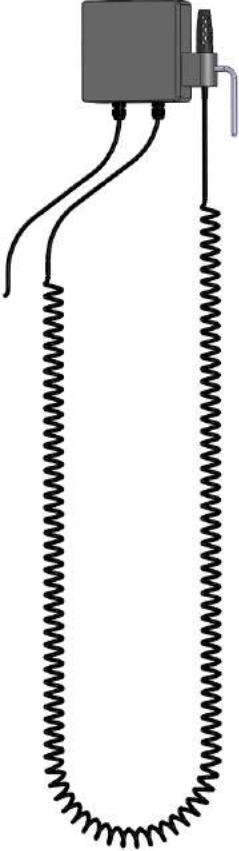
Service, Maintenance & Overhaul

8.2 Recommended Maintenance Schedules

Maintenance Instruction for PCA

- Daily Inspection

- This maintenance instruction does not in any way suspend local rules and regulation

01.	Inspect the air delivery hose(s) for leaks, damage, wear and tear or loose clamps. Always replace damaged hose(s), before operating the unit.
02.	Inspect Hose Basket / Hose retriever / Pit as per supplier maintenance manual.
03.	<p>Check the cabin sensor via display on the control station and make a visual inspection as well. Replace if required.</p> <div data-bbox="328 1002 831 1342"><p>12:55:21 07-07-2015 PCA Deploy Cabin Sensor Wide Body Mode Cabin Automatic Set Point: 24.0 °C</p></div> <p>Display screen, with Cabin Sensor in holder</p> <div data-bbox="328 1427 831 1768"><p>12:55:21 07-07-2015 PCA PCA Ready for Use Wide Body Mode Cabin Automatic Set Point: 24.0 °C</p></div> <p>Display screen, with Cabin Sensor not in holder</p> <div data-bbox="1177 966 1417 1821"><p>The diagram shows a rectangular sensor unit with two electrical wires extending from the top. A long, coiled air delivery hose is connected to the bottom of the unit. The hose is shown in a U-shape, indicating its flexibility and length.</p></div>

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

Maintenance Instruction for PCA

- Monthly Inspection

- This maintenance instruction does not in any way suspend local rules and regulation

00.	This procedure must be done with the Output 1 air delivery hose fully extracted, unless otherwise stated.
01.	Check that all doors / panels are securely fastened and free of damages
02.	Check that all bolts related to brackets / feet are correctly tightened, by observing the leaf springs
03.	Remove air filter cover(s) and check the air filter for any restriction, such as dirt, leaves or any other objects. Remove objects and/or change filter.
04.	Check that the condensate pipe is free of any bends and damages.
05.	Rinse/clean the condensers quarterly according to the cleaning procedures for Electrofin-coated coils, as stated in the Manufacturers Literature (separate annex to this manual). Ensure that electronic components are kept dry during cleaning.
06.	Check the function of remote control station: display, push buttons and LEDs. Also carry out a visual inspection. Repair if required.
07.	Run the PCA for min. 5 minutes in Ventilation Mode / Narrow Body Aircraft mode. Check the main blower for unusual noise/vibrations during operation.


Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

Maintenance Instruction for PCA


- Pre-Seasonal Cooling Inspection (Spring)

- In case of full-year use of cooling, this procedure must be done twice every year
- This maintenance instruction does not in any way suspend local rules and regulation

00.	This procedure must be done with the Output 1 air delivery hose fully extracted, unless otherwise stated.
01.	<p>Switch the Input Breaker to OFF-position.</p> <p>Switch 50/60Hz mains supply OFF at input distribution panel and ensure against re-connection, according to local safety rules and regulations.</p> <p>Open doors for the electrical panel. Remove input terminal safety cover and check input cables for bad connection or signs of damage.</p> <p>When completed, re-install input terminal safety cover in correct position.</p> 
02.	Check all external interfacing cables for bad connection or signs of damage
03.	Check all internal wiring in the electrical panel for bad connection or signs of damage

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

04.	<p>Remove cover for Main Blower VFD and inspect for bad connection or signs of damage.</p> <p>When completed, re-install cover.</p>	
05.	<p>Check circuit breakers for bad connection or signs of damage. Check proper mechanical functionality, by switching Off/On.</p>	
06.	<p>Close doors for the electrical panel.</p>	
07.	<p>Remove covers and extract all cooling modules, for easy access. Secure module trays with bolts or tools, as shown in the PCA Manual.</p>	
08.	<p>Check vibration dampers on the Main Blower and Compressors for signs of damage. Replace, if needed.</p> <p>Check the rubber sealing at inlet and outlet of the main blower for signs of damage. Replace if needed. Remove covers, for easy access, if necessary.</p>	
09.	<p>Remove covers for Compressor VFDs and inspect for bad connection or signs of damage. When completed, re-install covers.</p>	
10.	<p>Clean the condensers according to the cleaning procedures for Electrofin-coated coils, as stated in the Manufacturers Literature (separate annex to this manual). Ensure that electronic components are kept dry during cleaning.</p>	
11.	<p>If needed, clean the condensate drain pan with plain water to optimize the efficiency of the PCA. In case of extensive dirt, use only pH-neutral cleaning detergent, approved for local use.</p>	
12.	<p>Check the condenser fans for any signs of damage.</p>	


Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

13.	Check compressor oil level, by means of the inspection glass located on the compressor. After some hours in standby mode, the inspection glass should normally be full. If not, please contact ITW GSE or a local A/C technician for further support.
14.	Re-insert cooling modules and re-install their respective covers.
15.	Unlock the Service Mode by changing the DIP-switch settings, according to section 6.5 in the PCA Manual. Switch 50/60Hz mains supply ON and switch Input Breaker to ON position.
16.	Select Ventilation Mode / Narrow Body Aircraft and push the Start button. Check the main blower for unusual noise during operation.
17.	Check Interlock signal functionality between Hose Basket / Hose Retriever / Pit and PCA, according to the local installation scheme.
18.	Check Interlock signal functionality with Passenger Boarding Bridge and PCA, according to the local installation scheme.
19.	Check that the ambient and outlet temperatures appear correctly in the display on the remote control station, observing the actual ambient conditions.
20.	Check that the cooling module temperatures and pressures appear correctly in the display on the remote control station, observing the actual ambient conditions. Use a refrigerant slide or similar to compare temperature/pressure.
21.	Check that the outlet airflow and pressure appear correctly in the display on the remote control station. For Narrow Body Aircrafts, the airflow should be approx. 4550 m ³ /h.

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul


22.	<p>Select Cooling Mode / Narrow Body Aircraft and push the Start button. Check the condenser fans for unusual noise during operation.</p> <p>Check refrigerant sight glass on each cooling module during operation, when cooling modules have reached a steady state, using a torch light for better visibility. Bubbles in the sight glass indicate low refrigerant level, no subcooling or too high pressure drop in the filter.</p> <p>Check refrigerant sight glass colour. Green is OK, yellow indicates a high humidity in the refrigerant circuit. If yellow, please contact ITW GSE or a local A/C technician for further support.</p> <p>The sight glass can be seen from the outside of the condenser through the micro channel panel. If bubbles are sighted, please contact ITW GSE or a local A/C technician for further support.</p> 
23.	<p>Check the operation of the condensate pumps. If necessary, pour water in the drain pan, for test of the pumps. When completed, stop the unit and allow the unit to power down.</p>
24.	<p>Switch the Input Breaker to OFF-position and lock the Service Mode by changing the DIP-switch settings, according to section 6.5 in the PCA Manual.</p> <p>Switch Input Breaker to ON position.</p>

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul


Maintenance Instruction for PCA

- **Pre-Seasonal Heater Inspection (Autumn)**
- **Only for PCA's with optional heater section installed.**
- **This maintenance instruction does not in any way suspend local rules and regulation.**

00.	This procedure must be done with the Output 1 air delivery hose fully extracted, unless otherwise stated.
01.	<p>Switch the Input Breaker to OFF-position.</p> <p>Switch 50/60Hz mains supply OFF at input distribution panel and ensure against re-connection, according to local safety rules and regulations.</p> <p>Open doors for the electrical panel. Remove input terminal safety cover and check input cables for bad connection or signs of damage.</p> <p>When completed, re-install input terminal safety cover in correct position.</p> 
02.	Check all external interfacing cables for bad connection or signs of damage
03.	Check all internal wiring in the electrical panel for bad connection or signs of damage
04.	Remove cover for Main Blower variable frequency drive and inspect for bad connection or signs of damage. When completed, re-install cover.

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

05.	Check circuit breakers for bad connection or signs of damage. Check proper mechanical functionality, by switching Off/On.
06.	Close doors for the electrical panel.
07.	Check vibration dampers on the Main Blower for signs of damage. Replace, if needed. Check the rubber sealing at inlet and outlet of the main blower for signs of damage. Replace if needed. Remove covers, for easy access, if necessary.
08.	<p>Remove air delivery hose(s) on the PCA outlet(s).</p> <p>Check electric strip heaters for signs of damage, if needed clean them with water (low pressure only) and a soft brush, if required. Allow for sufficient time to dry.</p> <p>Remove cover for heater wiring and check for bad connections or signs of damage.</p> <p>When completed, re-install covers and air delivery hose(s) in the reverse order.</p> 
09.	Switch 50/60Hz mains supply ON and switch Input Breaker to ON position.

Operation Manual - ITW GSE 3400

Service, Maintenance & Overhaul

10.	Select Ventilation Mode / Narrow Body Aircraft and push the Start button. Check the main blower for unusual noise during operation.
11.	Check Interlock signal functionality between Hose Basket / Hose Retriever / Pit and PCA, according to the local installation scheme.
12.	Check Interlock signal functionality with Passenger Boarding Bridge and PCA, according to the local installation scheme.
13.	Check that the ambient and outlet temperatures appear correctly in the display on the remote control station, observing the actual ambient conditions.
14.	<p>Check that the outlet airflow and pressure appear correctly in the display on the remote control station. For Narrow Body Aircrafts, the airflow should be approx. 4500 m³/h.</p> <p>When completed, stop the unit and allow the unit to power down.</p>
15.	<p>Select Heating Mode / Narrow Body Aircraft</p> <p>Adjust the outlet temperature for 40°C in the setup menu and push the Start button.</p> <p>Check that the heater and input power appear correctly in the display on the remote control station. Verify that the ambient air is heated, by checking the air adapter at the end of air delivery hose.</p> <p>When completed, stop the unit and allow the unit to power down.</p> <p>If a Cabin Sensor is installed, select Automatic Mode and verify minimum 3°C between Cabin Cooling Temperature and Cabin Heating Temperature in the setup menu.</p> <p>Check that the cabin temperature appear correctly in the display on the remote control station, observing the actual ambient conditions.</p>

Operation Manual - ITW GSE 3400

Error Diagnostics

9.0 Error Diagnostics



Only have qualified personnel remove covers for troubleshooting and repair. Please be aware that the DC capacitors can remain charged to a dangerous voltage up to 5 minutes after the mains input power has been disconnected.

Usually the display text provides sufficient information to get the PCA into operation again. In case the display is blank, please check Q9 (Circuit Breaker) and fuse F1 at the Interface Board A2. The following fuses are located on the Interface Board (A2):

Fuse #	Applicable for	Type	Rated voltage	Rating
F1	Supply Fuse	ATO Blade Fuse	32 V	2 A
F2	Damper Fuse	ATO Blade Fuse	32 V	2 A
F3	I/O Fuse	ATO Blade Fuse	32 V	2 A
F4	Display Fuse	ATO Blade Fuse	32 V	2 A
F5	Pump Fuse 1	ATO Blade Fuse	32 V	10 A
F6	Pump Fuse 2	ATO Blade Fuse	32 V	10 A

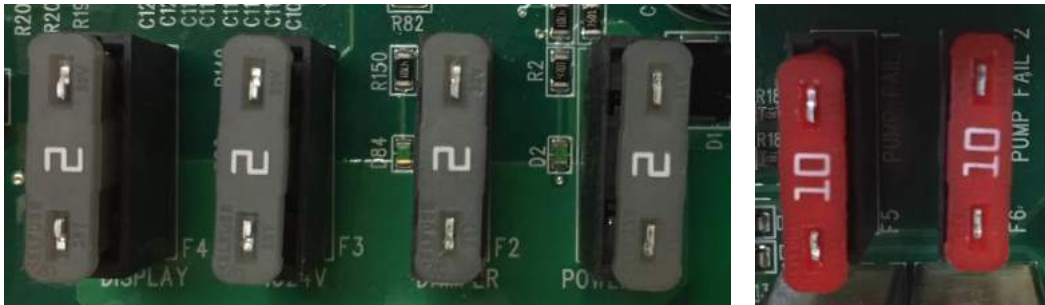


Figure 9.0.1 Fuses F1-F6 (A2 Interface Board)

If the displayed text does not provide sufficient information to solve the problem section 9.2 suggest corrective actions to be carried out for each error code.

Operation Manual - ITW GSE 3400

Error Diagnostics

9.1 Warning/Status Codes

If a warning code appears during operation of the PCA unit, the yellow LED “Warning” on the Operator’s Interface is lit. A warning does not shut down the unit, but indicate that actions need to be taken, according to below tables:

Warning Message	Origin of Fault	Description / Corrective Action
Filter Clogged	Filter Guard S3	Check filters / clean or replace if needed
Condensate Pump Failure	Pump Fuses F5/F6	Check pump(s) / clean or replace if needed
Cooling Module X Warning	VFD A11 (CM X)	Refer to Cooling Module Status

COOLING MODULES (If Cooling Module warning is present):

Status Code	Decimal Value	Origin of Fault	Reported from	Description / Corrective Action
0	0	Low DC-Bus voltage	VFD	DC voltage missing. Check DC-rectifier and cabling.
1	1	IGBT I _{CE} current too high	VFD	Check compressor for short circuit.
2	2	IGBT temperature high	VFD	Check VFD heat sink / replace VFD
3	4	Current high, I > 110A	VFD	Check compressor/refrigerant charge
4	8	Compressor temperature high	VFD	Check compressor/refrigerant charge
5	16	Oil temperature high (optional)	VFD	Check compressor/refrigerant charge
6	32	Suction pressure low	VFD	Check for low refrigerant
7	64	Discharge pressure high	VFD	Check condenser fan/condenser
8	128	Reserved	-	-
9	256	Compressor not starting	Control Card	Frequency <10Hz. Check CAN-bus, VFD and cabling.
10	512	Compressor not running	Control Card	Frequency >10Hz, current <15A or pressure-Δ <1 Bar/15 psi. Check current, pressure sensors and related cabling.
11	1024	Module not active	Control Card	VFD not responding. Check CAN-bus, VFD and cabling.
17		Combination of Code 1 to 11 read “status” decimal value		

If the Warning Code is 17, the exact failure has to be retrieved as a combination of 2 decimal values.

Example: Decimal value = 12. The origin of the failure should be found under 4 and 8 (as 4+8=12) :

Current high, I > 110A & Compressor temperature high

Operation Manual - ITW GSE 3400

Error Diagnostics

9.2 Fault Guidance

In case that you need to contact ITW GSE for further fault guidance, please do not forget to enter the serial number of the PCA (can be found at the rating plate) and the actual error code on the fault finding formula that can be downloaded from www.itwgse.com

List below shows the complete list of error codes, descriptions and corrective actions. The error codes are organised in groups. Each group contains up to 100 numbers and the error code consists of 4 digits.

xyyy = 4 digit error code

xx = group number : type of error

yy = location number : location of error

Group numbers starts at 00 and ends at 99

NB. Not all 100 location numbers within a group are necessarily used.

Corrective actions are carried out stepwise: Start with no. 1. If error persists, then proceed to no. 2, etc.

Before changing any PCB's / Modules, check corresponding connection and wiring.

Error Code	Error message, description and corrective actions
------------	---

0100 - 0199	LOGGING UNSUCCESSFUL
--------------------	-----------------------------

Logging of detected error was interrupted due to disappearing internal supply voltage.

Original error code lost.

Only **00** is used

Corrective Actions:

1. Press start to reset
2. Check/replace power supply G1
3. Check/replace control board A1

Operation Manual - ITW GSE 3400

Error Diagnostics

0200 - 0299 CONTROL BOARD FAILURE

Failure detected on control board

00 : Watchdog Timeout

01 : Memory Error

02 : Wrong Software Version

50 : Display Update Reset

Corrective actions:

1. Press start to reset
2. Retry software installation
3. Check/replace control board
4. Check/replace display board

0300 - 0399 CONTROL VOLTAGE LOW

Control voltage < 20VDC

Only **00** is used

Corrective actions:

1. Press start to reset
2. Check/replace power supply G1

0400 - 0499 EMERGENCY STOP ACTIVATED

Only **00** is used

Corrective actions:

1. Release EPO and press start to reset
2. Check pushbutton, related wiring and connectors
3. Check/replace Interfaceboard A2
4. Check/replace Control Board A1

0700 - 0799 CONTROL BOARD BATTERY FAILURE

Only **00** is used

Corrective actions:

1. Press start to reset
2. Check/replace backup battery on Control Board A1
3. Check/replace Control Board A1

Operation Manual - ITW GSE 3400

Error Diagnostics

0800 - 0899 REAL-TIME CLOCK NOT SET

Only **00** is used.

Corrective actions:

1. Press start to reset
2. Set current time and date

1000 - 1099 SOFTSTART ERROR

DC Voltage < 400V. Error detected during power up of rectifier stage. Possible error on input, softstart and/or aux. contactors, tripped heater thermostat or related circuitry. Only **00** is used.

Corrective actions:

1. Press start to reset
2. Check/replace thermostat TR3 in heater section
3. Check/replace Interfaceboard A2
4. Check/replace input contactor Q2, softstart contactor Q8 and aux. contactor Q12

1100 - 1199 DC VOLTAGE TOO LOW

DC Voltage < 300V – 30ms. Error detected in DC-rectifier stage during operation, due to low input voltage, blown fuse(s) or error on rectifier stage.

Only **00** is used.

Corrective actions:

1. Press start to reset
2. Check input voltage
3. Check/replace input fuses F1-F3
4. Check/replace thermostat TR3 in heater section
5. Check/replace input contactor Q2, softstart contactor Q8, aux. contactor Q12
6. Check/replace Interfaceboard A2
7. Check/replace Control Board A1

Operation Manual - ITW GSE 3400

Error Diagnostics

1200 - 1299 DC VOLTAGE TOO HIGH

01 : DC Voltage > 800V – 30s

02 : DC Voltage > 850V – 2,5ms

High DC voltage detected, most likely due to temporary high input voltage.

Corrective actions:

1. Press start to reset
2. Check input voltage
3. Check/replace Interfaceboard A2
4. Check/replace Control Board A1

1300 - 1399 DC CAPACITOR SHARING ERROR

DC Voltage > 850V. Unbalanced DC voltage detected, most likely due to temporary high input voltage.

Only **00** is used.

Corrective actions:

1. Press start to reset
2. Check input voltage
3. Check input fuses F1-F3
4. Check/replace Interfaceboard A2
5. Check/replace Control Board A1

1400 - 1499 DC RIPPLE TOO HIGH

DC Ripple > 20V – 5s.

Only **00** is used

Corrective actions:

1. Press start to reset
2. Check input voltage
3. Check input fuses F1-F3
4. Check/replace DC-Module A9
5. Check/replace Interfaceboard A2
6. Check/replace Control Board A1

Operation Manual - ITW GSE 3400

Error Diagnostics

2000 - 2099 SMOKE DETECTOR ERROR

Smoke / fumes detected in PCA, most likely smoke / fumes from intake air. Refer to section 9.3 for further information.

Only **00** is used

3100 - 3199 CONDENSOR FAN ERROR

Error detected at the condenser fan VFD

01 : IGBT I_{CE} current too high

02 : IGBT temperature too high

04 : Condenser Fan Current too high

Corrective actions:

1. Check Condenser Fans for damage or blocking objects
2. Press start to reset
3. Check, reset or replace Condenser Fan contactors Q4-Q7
4. Check/replace Condenser Fan VFD
5. Check/replace Condenser Fan

3200 - 3299 CONDENSOR FAN SOFTSTART ERROR

Error detected during softstart

Only **00** is used

Corrective actions:

1. Check Condenser Fans for damage or blocking objects
2. Press start to reset
3. Check, reset or replace Condenser Fan contactors Q4-Q7
4. Check/replace Condenser Fan VFD
5. Check/replace Condenser Fan

3300 - 3399 VFD SOFTSTART FAILURE

Error detected during softstart

Only **00** is used

Corrective actions:

1. Press start to reset
2. Check/replace corresponding VFD and related cabling

Operation Manual - ITW GSE 3400

Error Diagnostics

3400 - 3499 MAIN BLOWER SOFTSTART ERROR

Error detected during softstart

Only **00** is used

Corrective actions:

1. Press start to reset
2. Check/replace Main Blower VFD and related cabling
3. Check/replace Main Blower

3500 - 3599 MAIN BLOWER ERROR

Error detected at the main blower VFD

01 : IGBT I_{CE} current too high

02 : IGBT temperature too high

04 : Main blower current too high

08 : Main blower temperature too high

Corrective actions:

1. Press start to reset
2. Check/replace Main Blower VFD and related cabling
3. Check/replace Main Blower

3600 - 3699 CANBUS ERROR

CANBUS to VFD communication error detected.

01 : CANBUS to cooling modules not running

02 : CANBUS to main blower not running

04 : CANBUS to condenser fans not running

08 : Condenser fan CANBUS string not running

16 : Main blower CANBUS string not running

32 : VFD's are not stopped

Note! Error code may appear as a combination.

Corrective actions:

1. Press start to reset
2. Check/replace end termination and data cables for related VFDs
3. Check/replace reporting VFD for bad connection
4. Check/replace Interfaceboard A2 for bad connection

Operation Manual - ITW GSE 3400

Error Diagnostics

3700 - 3799 FLOW FAILURE

Output air flow signal wrong or missing

01 : Main blower not starting (low current, airflow and pressure)

02 : Flow limited for more than 60 s. due to pressure limit reached (heater mode only)

03 : Flow is low for more than 60 s. due to other reason (heater mode only)

Corrective actions:

1. Check outlet(s) and hose(s) for restrictions
2. Press start to reset
3. Check/replace airflow sensor S4
4. Check/replace pressure sensor S5

3800 - 3899 OUTPUT TEMPERATURE FAILURE

Output air temperature exceeded 80°C / 176°F

Only **00** is used.

Corrective actions:

1. Check outlet(s) and hose(s) for restrictions
2. Let the heater cool down and press start to reset
3. Check/compare input and heater power in the display for malfunction
4. Check/replace DC-module A9 for shorted IGBT(s)
5. Check/replace heater section A10 for shortage

3900 - 3999 RECTIFIER TEMP. TOO HIGH

Rectifier heat sink temperature too high

Only **00** is used.

Corrective actions:

1. Let the heat sink cool down and press start to reset
2. Check/replace thermostat TR1
3. Check/replace DC-rectifier fans M3-M4 (ON when PCA is activated)

4200 - 4299 HEATER IGBT TEMP. TOO HIGH

IGBT temperature too high on DC-module

Only **00** is used.

Corrective actions:

1. Let the heat sink cool down and press start to reset
2. Check/replace thermostat TR2
3. Check/replace DC-rectifier fans M3-M4 (ON when PCA is activated)

Operation Manual - ITW GSE 3400

Error Diagnostics

4300 - 4399 HEATER OUTLET TEMP. TOO HIGH

Heater temperature too high

Only **00** is used.

Corrective actions:

1. Check outlet(s) and hose(s) for restrictions
2. Let the heater cool down and press start to reset
3. Check/compare input and heater power in the display for malfunction
4. Check/replace DC-module A9 for shorted IGBT(s)
5. Check/replace heater section A10 for shortage

5000 - 5099 DAMPER FAILURE

Missing/wrong signal from damper limit switches

00 : Damper Outlet 1 limit switch feedback missing

10 : Damper Outlet 2 limit switch feedback missing

Corrective actions:

1. Press start to reset
2. Check corresponding damper for full, unrestricted movement
3. Check, adjust or replace corresponding limit switch
4. Check/replace corresponding damper motor

9000 - 9099 END OF FACTORY TEST

End of preset factory test time.

Only **00** is used.

Corrective actions:

1. Press start to reset

Operation Manual - ITW GSE 3400

Error Diagnostics

9.3 Smoke Detector

The PCA is equipped with an optical type smoke detector, which is monitoring the air that is being delivered into the aircraft.

The status of the smoke detector can be read via the LED, located on the front lower part of the smoke detector, marked with the blue circle in fig. 9.3.1:

Standby Mode: Green LED flashes every 5 sec.
Alarm Mode: Red LED constantly lit.

Smoke Detector Reset Procedure

If smoke is detected, the smoke detector will pass into Alarm Mode and activate an alarm relay signal to the control module. The PCA will immediately shut down and show an error on the display.

In case of alarm, please use one of the below methods:

Recommended method: The smoke detector can be reset by disconnecting the input power to the PCA, for a short period.

Alternative method: The smoke detector can be reset by pressing and releasing the Test/Reset pushbutton, marked with a red circle in fig. 9.3.1. Thereafter, the PCA can be reset on the PCA remote control panel.



Figure 9.3.1: Smoke detector



- When inspecting/testing the smoke detector, keep away from electrical parts.
- Touching live electrical parts can cause fatal shocks and severe burns.
- Have only qualified people remove covers for maintenance or troubleshooting.

Testing the Smoke Detector

The smoke detector can be tested by pressing and holding (for min. 2 sec.) the Test/Reset pushbutton, marked with a red circle in fig. 9.3.1. After the test, follow the above mentioned procedure to reset the smoke detector.

Note: The smoke detector cannot be reset using the PCA remote control panel's 'Reset' pushbutton alone!

Operation Manual - ITW GSE 3400

Illustrated Parts List

10.0 Illustrated Parts List

Cooling Module no. x				
PCA Type	Slot A	Slot B	Slot C	Slot D
ADF-130/2	Slot not installed		No.1	No.2
ADF-130/2x	Slot not installed		No.1	No.2
ADF-210/3	Empty	No.1	No.2	No.3
ADF-210/4	No.1	No.2	No.3	No.4

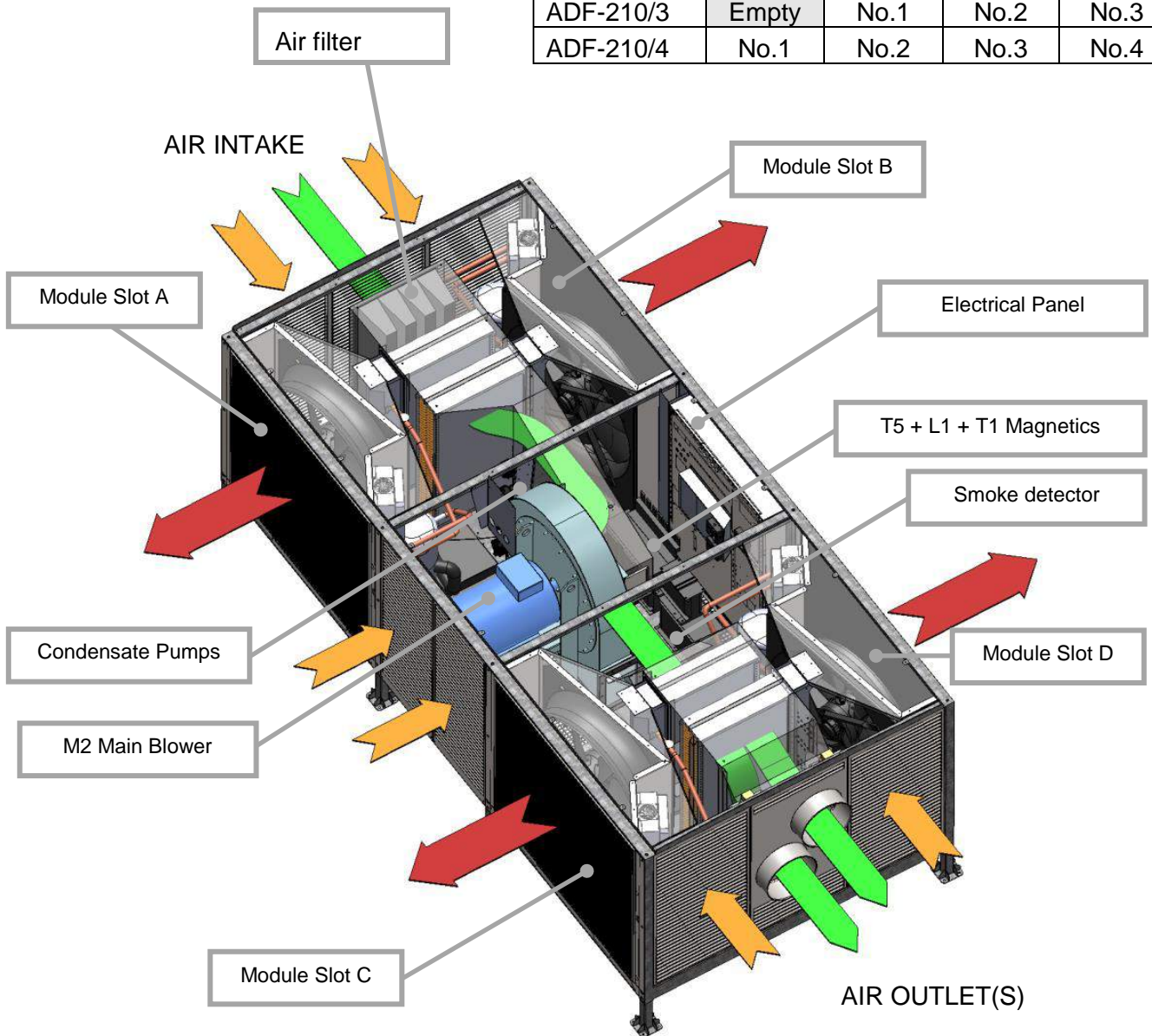


Figure 10.1 Complete PCA (4 modular version shown)

Operation Manual - ITW GSE 3400

Illustrated Parts List

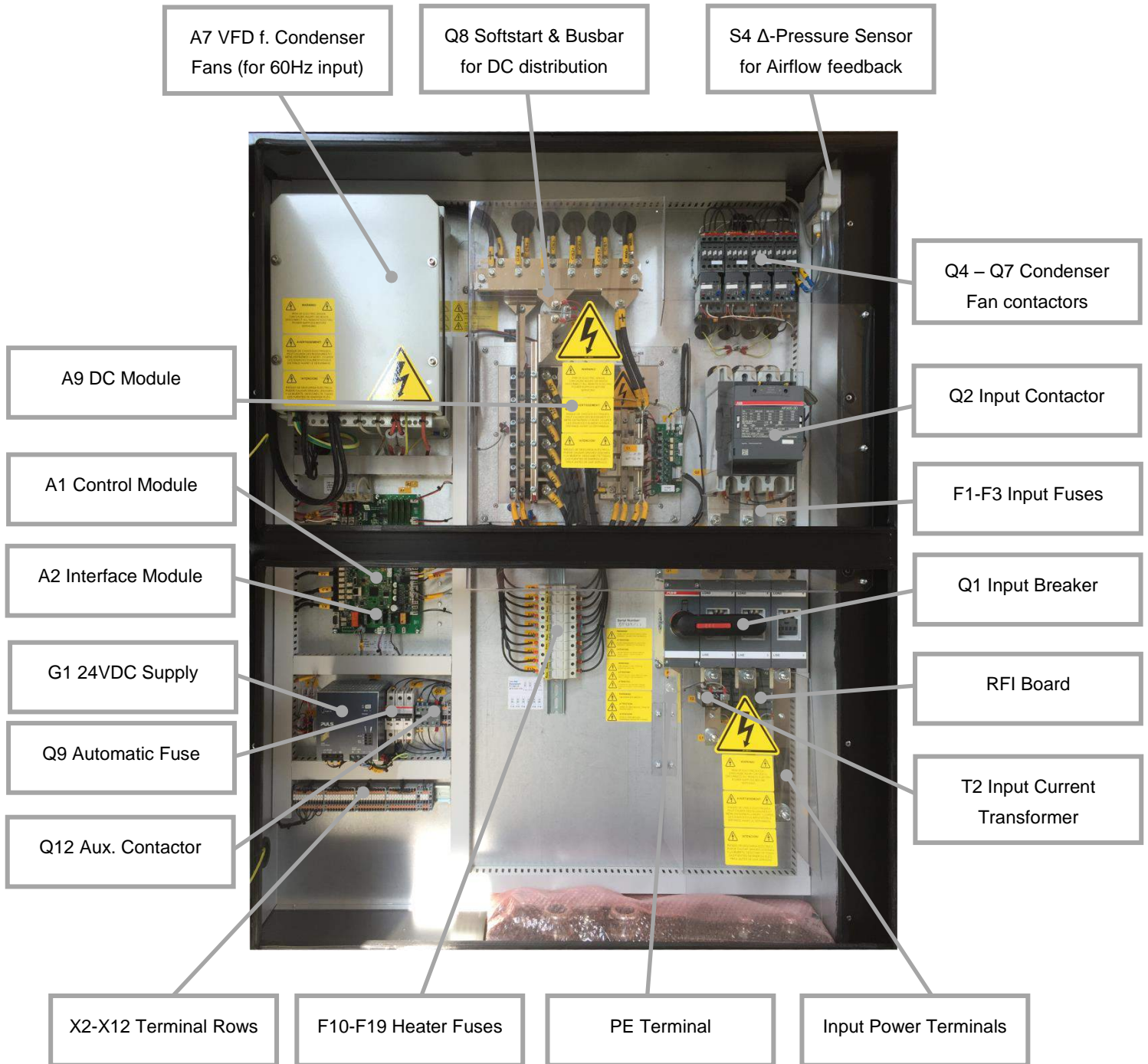


Figure 10.2 Electronic Zone (variations may occur)

Operation Manual - ITW GSE 3400

Illustrated Parts List

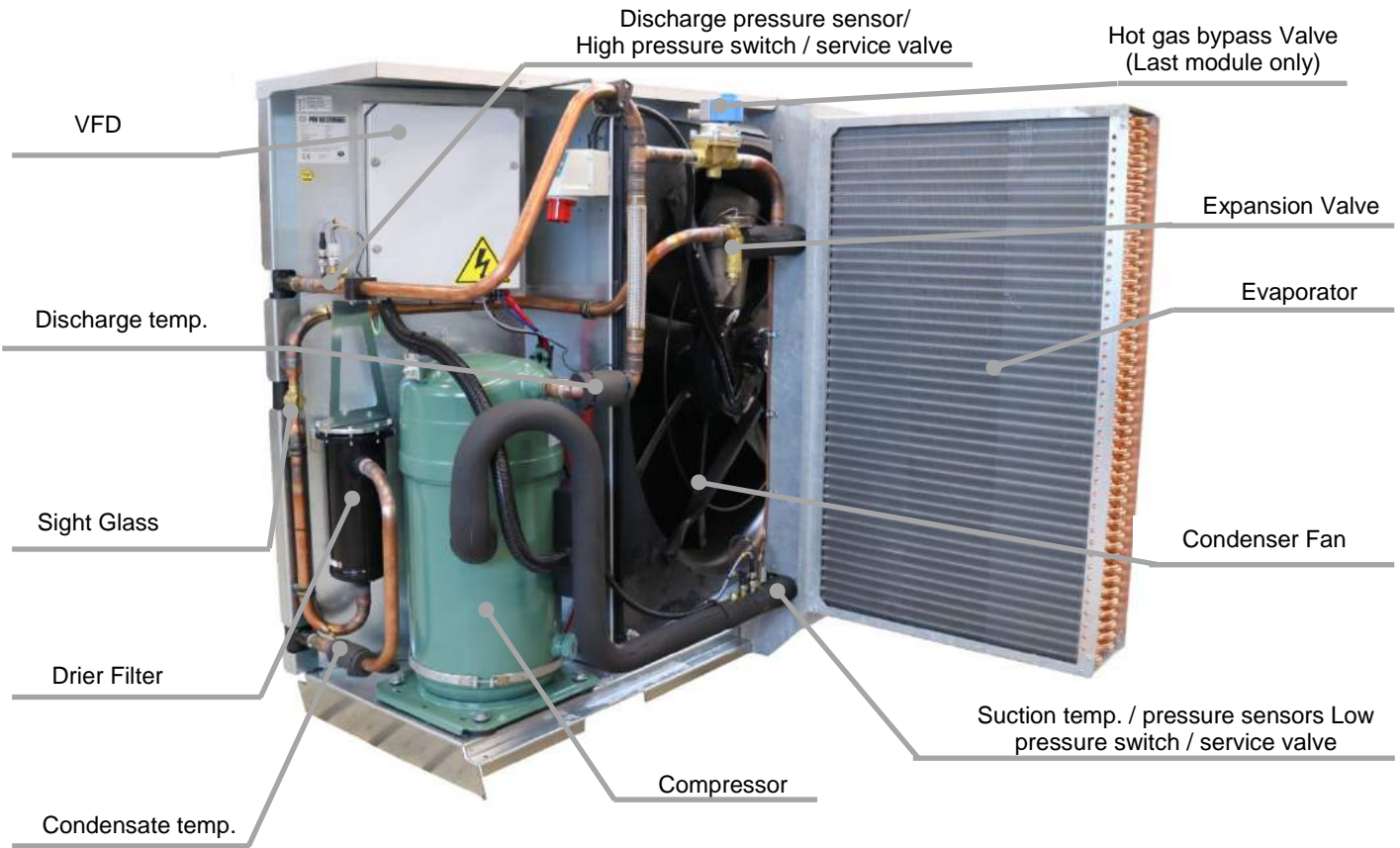


Figure 10.3 Cooling Module w. hot gas bypass valve (A11)

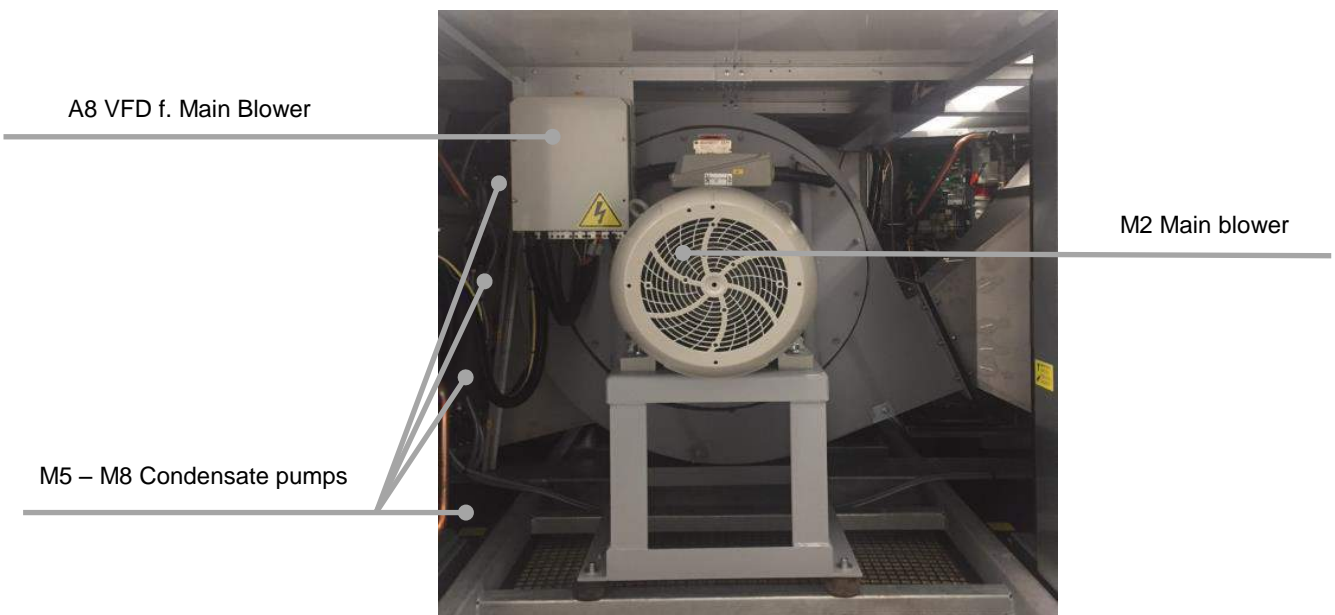


Figure 10.4 Main blower / Condensate pump assembly (variations may occur)

Operation Manual - ITW GSE 3400

Illustrated Parts List

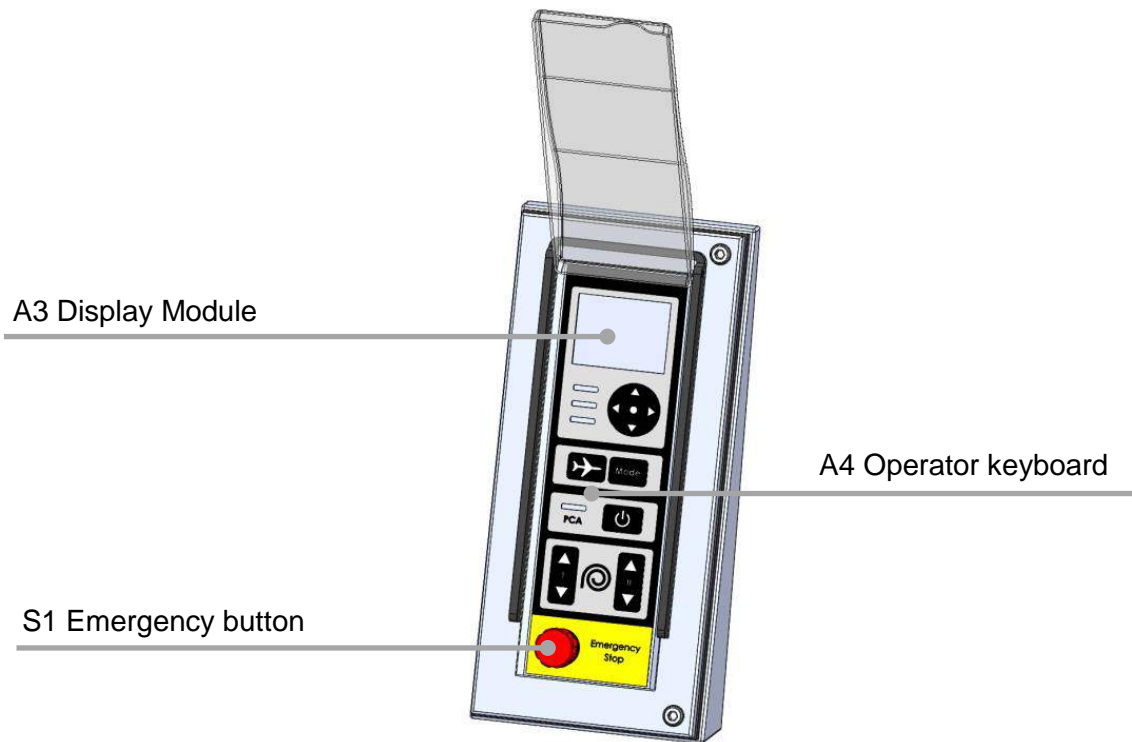


Figure 10.5 Remote Control Station

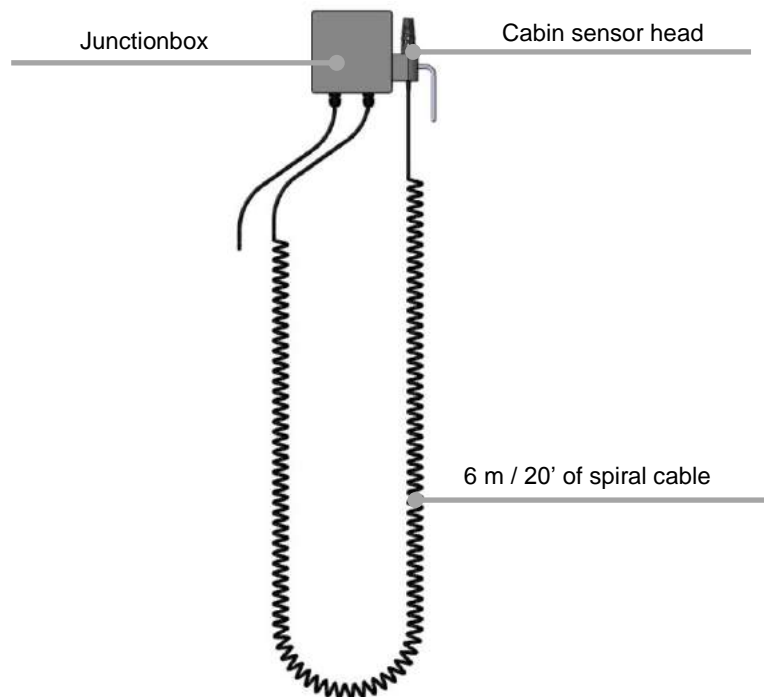


Figure 10.6 Cabin Sensor (Optional)

Operation Manual - ITW GSE 3400

Options

11.0 Options

11.1 Options list

The following standard options are available (for North/South America: use AP-numbers):

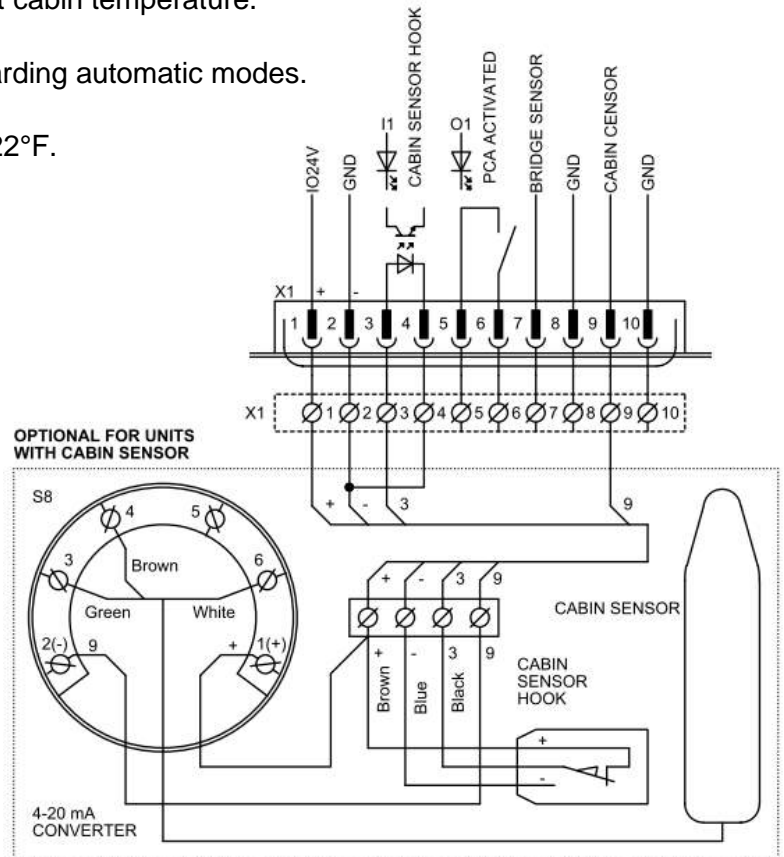
572810 / AP-572810	Cabin Sensor
572811 / AP-572811	Feet for Apron mounting (PCA130)
572812 / AP-572812	Feet for Apron mounting (PCA210)
572813 / AP-572813	Extended Cable for Remote Box
572816 / AP-572816	HV PCA Activated Relay
572825 / AP-572825	RS485 Interface
572826 / AP-572826	Dry Contacts
572829 / AP-572829	Bridge Sensor
572830 / AP-572830	Bridge Cooling Contacts
578816 / AP-578816	ITW GSE Service Tool

572810 / AP-572810 Cabin Sensor

For automatic regulation of the cabin temperature, a cabin sensor can be used. The regulation is done by setting the cabin temperature setpoints in the setup menu. Hereafter, the PCA regulates the PCA's output air temperature to reach the pre-set cabin temperature.

Refer to section 7.4 for further details regarding automatic modes.

Sensor temperature range: 0-50°C / 32-122°F.



Operation Manual - ITW GSE 3400

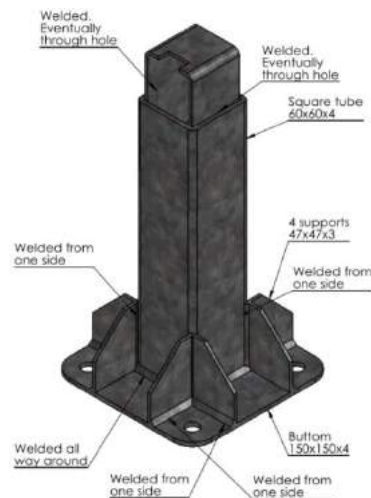
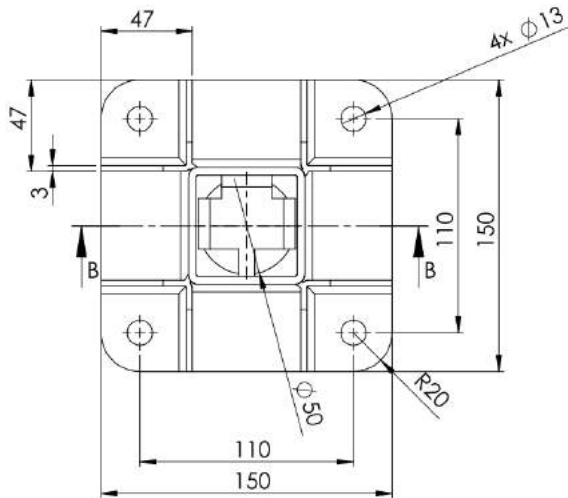
Options

572811 / AP-572811 Feet for Ground Mounting (PCA130)

See description in next section.

572812 / AP-572812 Feet for Ground Mounting (PCA210)

For easy and safe installation of the PCA directly on the apron, a set of feet is available (dimensions shown in millimetres). Height of the feet is 250 mm / 9.84”.



572813 / AP-572813 Extended Cable for Remote Box

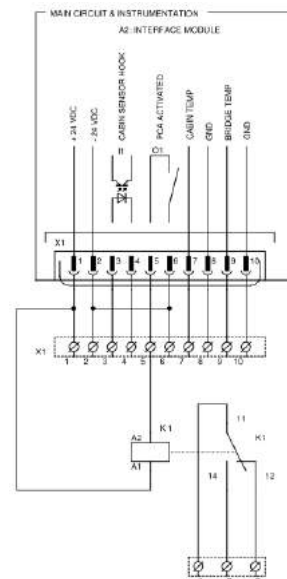
The remote control box is normally supplied with 30m / 100’ data cable. For installations where the remote control box is installed further away from the PCA, a 90m / 300’ data cable can be supplied.

572816 / AP-572816 HV “PCA Activated” Relay

“PCA Activated” potential free relay output for connection to BMS systems up to 230 VAC.

Max. continuous current of 10 A.

For interfacing connection details, refer to option diagram no. 472801.



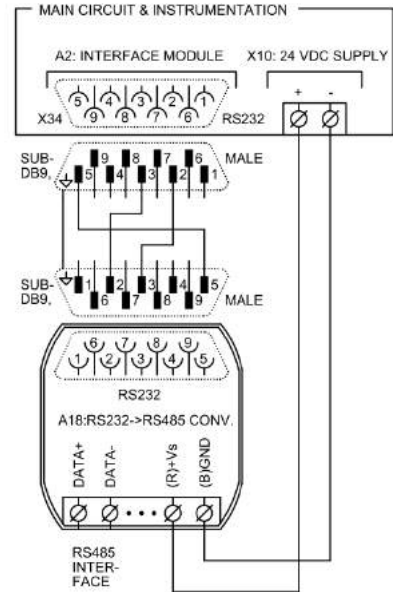
Operation Manual - ITW GSE 3400

Options

572825 / AP-572825 RS485 Interface

As standard, the ITW GSE 3400 PCA units are supplied with connections for TCP/IP and RS232. The RS485 Interface option will provide an isolated RS485 connection and allow for multi-point connection.

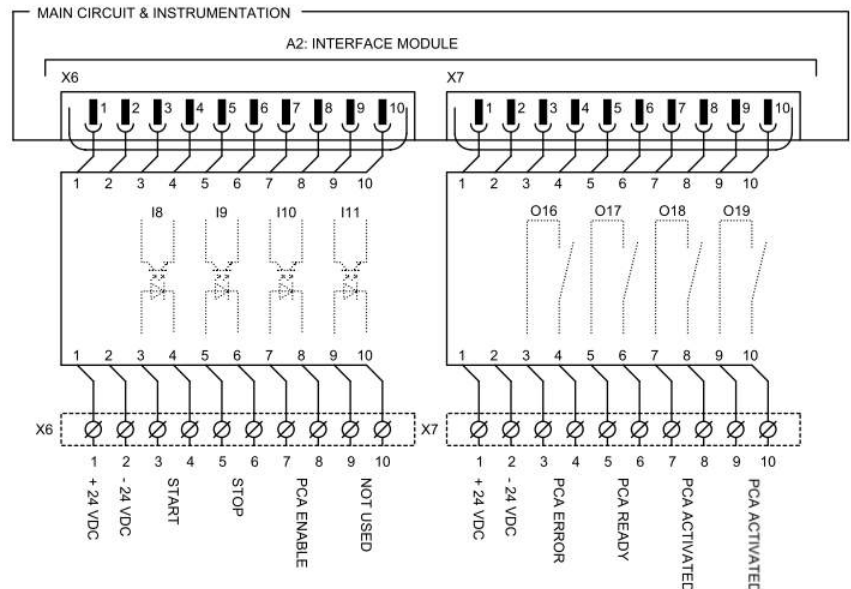
**OPTION 578.825:
RS485 INTERFACE**



572826 / AP-572826 Dry Contacts

If dry contacts are needed for additional indication / to the PBB or to a BMS system, this option offers the following dry contact relays:

- I8 Remote Start (N.O.)
- I9 Remote Stop (N.O.)
- I10 PCA Enable (N.O.)
- I11 Not used
- O16 PCA Error (N.O.)
- O17 PCA Ready (N.O.)
- O18 PCA Activated (N.O.)
- O19 PCA Activated (N.O.)



Note!

Contacts $V_{max} = 50 \text{ V AC/DC}$ and $I_{max} = 2 \text{ A}$

Operation Manual - ITW GSE 3400

Options

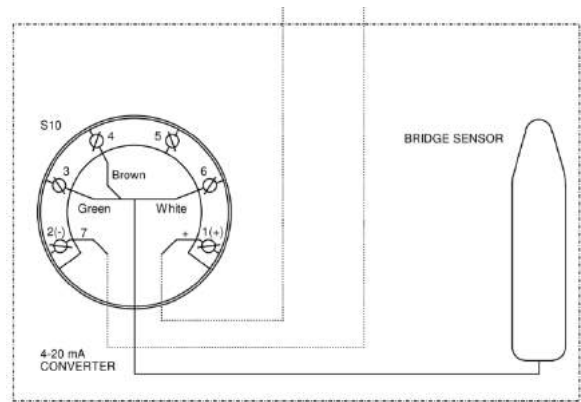
572829 / AP-572829 Bridge Sensor

For installations where the PCA is used for bridge pre-cooling and pre-heating, an additional temperature sensor is required for regulation of bridge temperature.

The regulation is done by setting the bridge temperature setpoints in the setup menu. Hereafter, the PCA regulates the PCA's output air temperature to reach the pre-set bridge temperature. Refer to section 7.4 for further details regarding automatic modes.

Sensor temperature range: 0-50°C / 32-122°F

For interfacing connection details, refer to option diagram no. 472802.

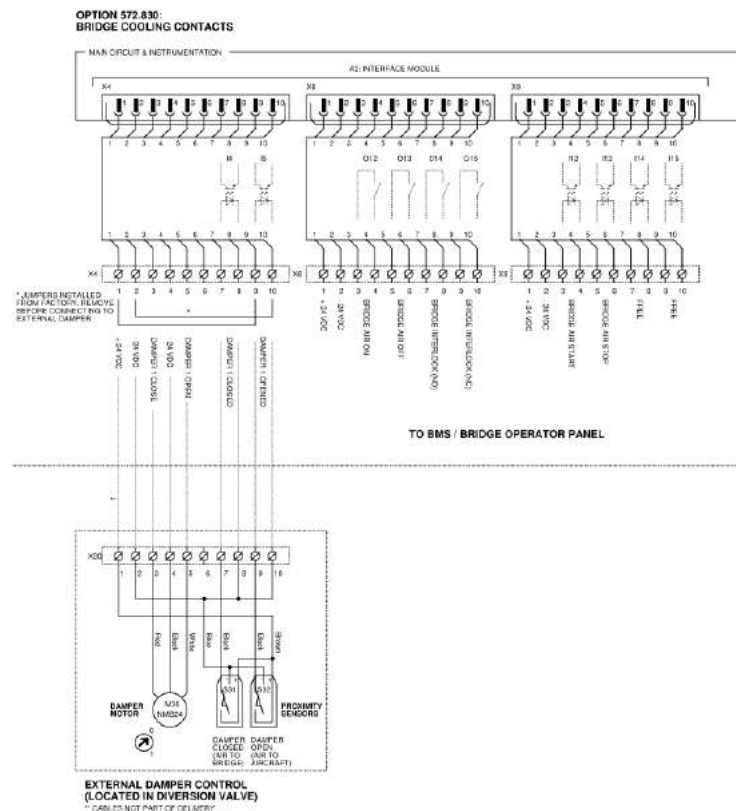


BRIDGE SENSOR

572830 / AP-572830 Bridge Cooling Contacts

For installations where the PCA is used for bridge pre-cooling and pre-heating, additional control terminals are required for bridge damper control and interfacing connections to the bridge panels.

For interfacing connection details, refer to option diagram no. 472802.



Operation Manual - ITW GSE 3400

Options

578816 / AP-578816 ITW GSE Service Tool

In a standard PCA, error and power logs as well as real time readings are available via the display located on the Remote Control Station. With the service tool it possible to download the error and power logs to a PC or laptop and further it is possible to view the real time readings on the monitor.

The tool includes software on a USB Stick for installation on a PC or laptop (PC/Laptop is not included). A LAN connection to the TCP/IP port on the Control Board A1 is required; alternatively can a downloaded log file from the display be imported and viewed in the service tool.



Language: English

Requirement: Windows XP or later

Windows CE, RT, Mobile or other versions are not supported.

Operation Manual - ITW GSE 3400

Supplier's Documentation

12.0 Supplier's Documentation

Supplier's documentation, drawings and material, regarding standard components used in the ITW GSE 3400 PCA unit can be found in the separate annexes to the manual.

- **Schematics (laminated)**
- **Main Blower documentation (booklet)**
- **Manufacturers' Literature (annex)**
 - **Compressor**
 - **Condenser Fans**
 - **Condenser Coating Maintenance Procedure & Log**
 - **Smoke detector**
 - **Material Safety Data Sheet (MSDS): Refrigerant R410A**



It's all about connections

Manual ITW GSE 2400 Compact

400 Hz Ground Power Unit

With 28 VDC outlet (optional)



Serial no. _____

Type _____ - _____

IMPORTANT NOTE

We recommend that the battery that safeguards GPU settings etc. is changed **after 5 years** of use in order not to lose data.

Refer to section 8.2 for further information

Diagrams and drawings are subject to change without prior notice.
Latest diagram versions can be found at www.itwgse.com

Printed: March 2018

Abbreviations:

ACR	Advanced Cable Retriever
ARU	Active Rectifier Unit
AWG	American Wire Gauge
BMS	Building Management System
CAN	Controller Area Network
DIP	Dual In-Line Package
DSP	Digital Signal Processor
ELS	Earth Leakage Supervision
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EPO	Emergency Power Off
ESD	Electro Static Discharge
GPU	Ground Power Unit
GSE	Ground Support Equipment
IGBT	Insulated Gate Bipolar Transistor
I/O	Input/Output
ITW	Illinois Tool Works
LED	Light-Emitting Diode
MMI	Man Machine Interface
MTBF	Mean Time Before Failure
MTTR	Mean Time To Repair
NCR	Neutral Conductor Rupture
NC	Normally Closed
NO	Normally Open
NVD	Neutral Voltage Displacement
NVS	Neutral Voltage Supervision
PBB	Passenger Boarding Bridge
PCB	Printed Circuit Boards
PWM	Pulse Width Modulation
PE	Protective Earth
PF	Power Factor
RFI	Radio Frequency Interference
RTU	Remote Terminal Unit
PTC	Positive Temperature Coefficient
QR	Quick Response
RCB	Remote Control Box
RH	Relative Humidity
SSFC	Solid State Frequency Converter
TCP/IP	Transmission Control Protocol/Internet Protocol
USB	Universal Serial Bus
VFD	Variable Frequency Drive

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Index

INDEX

1.0	Declaration of Conformity	8
2.0	Safety Instructions	9
3.0	General Description	10
3.1	Built-in features / protections	15
4.0	Transport and Installation	17
4.1	Storage Before Installation	17
4.2	Operational and Environmental Conditions after Commissioning	17
4.3	Transport	17
4.4	Installation and fastening instructions	19
4.5	Connection of Cables	23
4.6	Mains/Utility Input	24
4.7	400 Hz Output.....	24
4.8	400 Hz Interlock.....	25
4.9	Control Interface (Remote I/O Terminals).....	25
4.10	TCP/IP On-board Interface	27
5.0	Technical Specifications	28
6.0	Operator's Instructions (Display/LED/Keypad layout)	33
6.1	Using the Display/Keypad.....	34
6.2	Operating the unit	35
6.3	Basic Menu	37
6.3.1	Parameters – Menu structure	38
6.3.2	Setup – Menu structure	42
6.3.3	Black Box – Menu structure	47
6.3.4	Power Log – Menu structure.....	48
6.3.5	Update Software / Save Logs / Load Config File	49
6.3.6	Incompatible Software Version	53
6.4	Default Factory Settings	54
7.0	Setup Lock / Output Mode / Compensation	55
7.1	Preventing changes of setup parameters	55
7.2	Output Voltage.....	55
7.3	Plug & Play Cable compensation.....	55
7.4	Manual Compensation.....	56

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Index

7.5	Output Mode	56
7.6	Fan Control	57
7.7	Remote Stop	57
7.8	EF Interlock	57
7.9	EF Interlock Ripple Level	58
7.10	EF Interlock Delay	58
7.11	Aircraft Connector Insertion	58
7.12	GPU Enable	58
7.13	Door Switch	59
7.14	Cable Temperature	59
7.15	Neutral Voltage Supervision	59
7.16	Earth Leakage Level	59
7.17	Earth Leakage Delay	60
7.18	Real Time Clock Setup	60
7.19	Date/Time Format	60
7.20	Ethernet Configuration	60
7.21	Modbus Slave Address	60
7.22	LED Brightness	61
7.23	Unit of Measure	61
7.24	Customer ID	61
7.25	Battery Replaced	61
7.26	Language	61
8.0	Service, Maintenance, Overhaul	62
8.1	Recommended Maintenance Schedule	62
8.2	Battery back-up & replacement	63
9.0	Troubleshooting & Repair	66
9.1	Fault Guidance	67
10.0	Illustrated Parts List	71
11.0	Options	74
578803 / AP-578803	Base module	74
578804 / AP-578804	Lockable Door (Fixed)	74
5788xx / AP-5788xx	Remote Control Boxes available	74
578806 / AP-578806	1 x 400 Hz Output	74
578818 / AP-578818	2 x 400 Hz Output	74
578819 / AP-578819	1 x 400 Hz & 1 x 28 VDC Output	74

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Index

578820 / AP-578820	1 x 400 Hz Output & controls for Hoist	74
578807 / AP-578807	Additional Output Contactor (Diagram 478801).....	75
578808 / AP-578808	Dry Contacts (Diagram 478801).....	76
578809 / AP-578809	Door Interlock (Diagram 478801).....	76
578810 / AP-578810	Neutral Conductor Rupture Supervision	77
578814 / AP-578814	Terminal Extension	78
578815 / AP-578815	RS485 Interface (Diagram 478801).....	78
578817 / AP-578817	Military Interlock (Diagram 478801).....	79
578829 / AP-578829	Anti-Condensation Heater (Diagram 478801).....	80
591100 / AP-591100	Auto Calibration Plug.....	80
12.0	For GPUs with 28 VDC Active Rectifier Unit.....	81
12.1	General Description	81
12.2	Connection of Cables	83
12.3	Interlock	84
12.4	Operator's Instruction	85
12.5	Operating the unit	85
12.6	Additional menu items for ARU.....	87
12.7	ARU Default Factory Settings.....	88
12.8	28V Voltage	89
12.9	28V Compensation	89
12.10	Current Limit Step Size.....	89
13.0	Specifications.....	90
14.0	Troubleshooting & Repair.....	91
15.0	ARU illustrated parts list	92

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Index

Types / Rating overview.

Type	Rating	28 VDC	Mounting	Part number	Schematic	Input voltage	CE version	UL version
3GWF-200/87-N	30 kW		Fixed	578.119	478.101	3 x 400 V	X	
3GWF-200/87-N	30 kW	Yes	Fixed	578.159	478.103	3 x 400 V	X	
3GWH-200/87-N	30 kW		Bridge	578.120	478.101	3 x 400 V	X	
3GWH-200/87-S	30 kW	Yes	Skid	578.169	478.103	3 x 400 V	X	
3GWT-200/87-L	30 kW		Mobile	578.121	478.101	3 x 400 V	X	
3GWT-200/87-L	30 kW	Yes	Mobile	578.161	478.103	3 x 400 V	X	
3GWF-200/130-N	45 kW		Fixed	578.116	478.101	3 x 400 V	X	
3GWF-200/130-N	45 kW	Yes	Fixed	578.156	478.103	3 x 400 V	X	
3GWF-200/130-N	45 kW		Fixed	578.656	478.101	3 x 480 V		X
3GWH-200/130-N	45 kW		Bridge	578.117	478.101	3 x 400 V	X	
3GWH-200/130-N	45 kW		Bridge	578.657	478.101	3 x 480 V		X
3GWH-200/130-S	45 kW	Yes	Skid	578.168	478.103	3 x 400 V	X	
3GWT-200/130-L	45 kW		Mobile	578.118	478.101	3 x 400 V	X	
3GWT-200/130-L	45 kW	Yes	Mobile	578.158	478.103	3 x 400 V	X	
3GWF-200/173-N	60 kW		Fixed	578.113	478.101	3 x 400 V	X	
3GWF-200/173-N	60 kW	Yes	Fixed	578.153	478.103	3 x 400 V	X	
3GWH-200/173-N	60 kW		Bridge	578.114	478.101	3 x 400 V	X	
3GWH-200/173-S	60 kW		Skid	578.127	478.101	3 x 400 V	X	
3GWH-200/173-S	60 kW	Yes	Skid	578.167	478.103	3 x 400 V	X	
3GWT-200/173-L	60 kW		Mobile	578.115	478.101	3 x 400 V	X	
3GWT-200/173-L	60 kW	Yes	Mobile	578.155	478.103	3 x 400 V	X	
3GWF-200/260-N	90 kW		Fixed	578.110	478.101	3 x 400 V	X	
3GWF-200/260-N	90 kW	Yes	Fixed	578.150	478.103	3 x 400 V	X	
3GWF-200/260-N	90 kW		Fixed	578.650	478.101	3 x 480 V		X
3GWF-200/260-N	90 kW	Yes	Fixed	578.670	478.103	3 x 480 V		X
3GWH-200/260-N	90 kW		Bridge	578.111	478.101	3 x 400 V	X	
3GWH-200/260-N	90 kW		Bridge	578.651	478.101	3 x 480 V		X
3GWH-200/260-N	90 kW		For Mobile	578.652	478.101	3 x 480 V		X
3GWH-200/260-N	90 kW	Yes	Bridge	578.671	478.103	3 x 480 V		X
3GWH-200/260-S	90 kW		Skid	578.126	478.101	3 x 400 V	X	
3GWH-200/260-S	90 kW	Yes	Skid	578.166	478.103	3 x 400 V	X	
3GWT-200/260-L	90 kW		Mobile	578.112	478.101	3 x 400 V	X	
3GWT-200/260-L	90 kW	Yes	Mobile	578.152	478.103	3 x 400 V	X	

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Declaration of Conformity

1.0 Declaration of Conformity



EU Declaration of Conformity

ITW GSE ApS
Smedebakken 31-33
5270 Odense N
Tel. +45 6318 6000

We declare under our sole responsibility that the following product type

Designation : 400 Hz Ground Power Unit
Type : 3GW..... (30 kVA to 180 kVA)
Description : Solid state power supply converting a three-phase mains supply into an isolated three-phase 400 Hz supply. Optionally in the range from 30 kVA to 90 kVA, the unit can be equipped with an additional 28 VDC output. The converter is typically applied as ground power for aircraft.

is in conformity with the following directives:


2014/35/EU	Low Voltage Directive
2014/30/EU	Electromagnetic Compatibility Directive
2006/42/EC	Machinery Directive

Conformity attained by complying with:

EN61558-2-6:2009	(LVD – Safety standard)
EN62040-1-1:2009	(LVD – Safety standard)
EN61000-6-2:2005	(EMC – Immunity standard)
EN61000-6-4:2007	(EMC – Emission standards)
EN1915-1:2013	(Machinery – General safety requirements)
EN1915-2:2009	(Machinery – General safety requirements)
EN12312-20:2009	(Machinery – Specific safety requirements)
EN60204-1:2006	(Machinery – Electrical safety requirements)

Odense, Denmark
Place of issue

27.06.2016
Date of issue


Søren R. Dahl, Development Manager

799.331 Rev. C

IMPORTANT SAFEGUARDS

DANGER – TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS

2.0 Safety Instructions



This unit is only intended to be installed, operated and maintained by competent persons having the necessary knowledge regarding delivery of external power to an aircraft. Prior to use, service and maintenance, the competent person must be familiar with all relevant parts of this manual.

Electric Shock

To ensure personal health and safety, the electrical installation must fulfil all local regulations and legislation

- Touching live electrical parts can cause fatal shocks and severe burns.
- Internal parts where the voltage exceeds 50 V are covered and / or marked with:
- Keep all panels and covers securely in place.
- Have only qualified people remove covers for maintenance or troubleshooting.
- When connecting the unit to the aircraft, make sure that the output power is off.
- Frequently inspect the installation for damage and bare wiring – repair / replace if necessary.



Moving Parts

- Keep away from fans.
- Have only qualified people remove covers for maintenance or troubleshooting.



Hot Parts

- Do not touch hot magnetics.
- Allow a cooling period before doing maintenance.



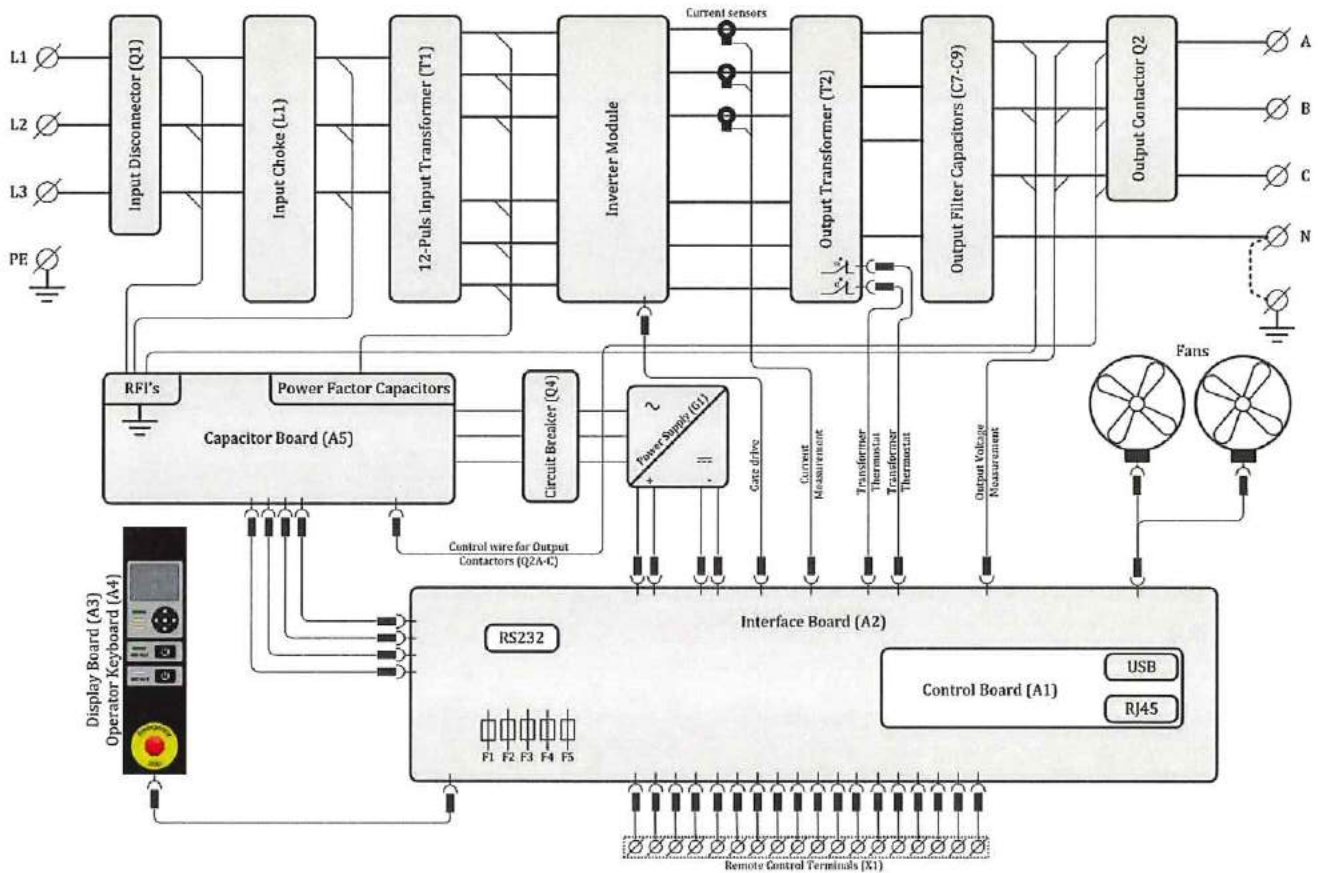
SAVE THESE INSTRUCTIONS!

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

General Description

3.0 General Description

The figure below shows the basic principle of the ITW GSE 2400 Compact Power unit. The 50/60 Hz mains/utility voltage is converted into a galvanic isolated 3-phase, 400 Hz output voltage. A functional description of each part is given in the following sections.



3.1 Basic Principle

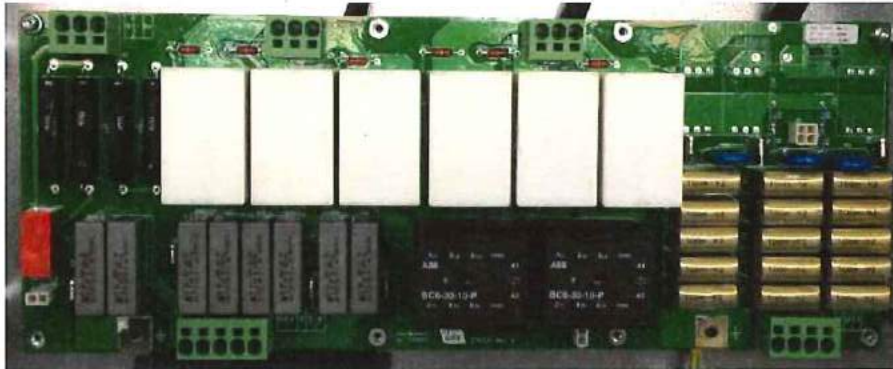
Input Disconnect (Q1):

The Input disconnect/circuit breaker disconnects all power to the ground power unit. Upon closing the switch disconnect/circuit breaker, the ground power unit passes through an initialization test and then into standby mode.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

General Description

Capacitor Board (A5):



This module includes the following functions:

- Input and Output RFI filters to reduce the EMI/EMC emission into the mains and output to such a level that surrounding equipment is not disturbed. In addition, the two filters prevent voltage transients from reaching vital parts in the ground power unit.
- Resistors in combination with the soft start contactor (Q5).
- Magnetic Wave shaping circuit.
- Link from the main/utility supply phases L1-L2-L3 to the Supply Module (G1) via the breaker (Q4).
- Coil voltage for the output contactor(s), controlled via A2:Q1 on the Interface Board.

Input Choke & 12-pulse Transformer (L1 / T1):

The combination of the choke, the 12-pulse transformer, the magnetic wave shaping circuit and the rectifier situated at the inverter module, ensures an almost sinusoidal line current with a Total Current Harmonic Distortion of 5% (ITHD) at 90 kVA/kW and a unity power factor. This means less stress on the main supply network and the distribution transformers.

Inverter Module (PM1):

Beside the rectifier (V1-V6), the DC-filtering capacitors (C1-C6) and the soft start circuit (Q5) controlled via X12, the module consists of a 3-phase inverter which generates a 400 Hz voltage system with a very low harmonic content and individual phase control. Two PCBs (gate drive top & gate drive bottom) are used to interface between the control unit and the IGBTs. Voltage supervision of the DC-filtering capacitors is likewise performed at the gate drives via X19.



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

General Description

Output Transformer (T2):

The output transformer ensures galvanic separation between input and output. It also transforms the voltages from the Inverter Module into the required aircraft voltage (3 x 200/115 V). The filter choke for the output AC-filter is an integral part of the transformer.

AC Filter Capacitors (C7-C9):

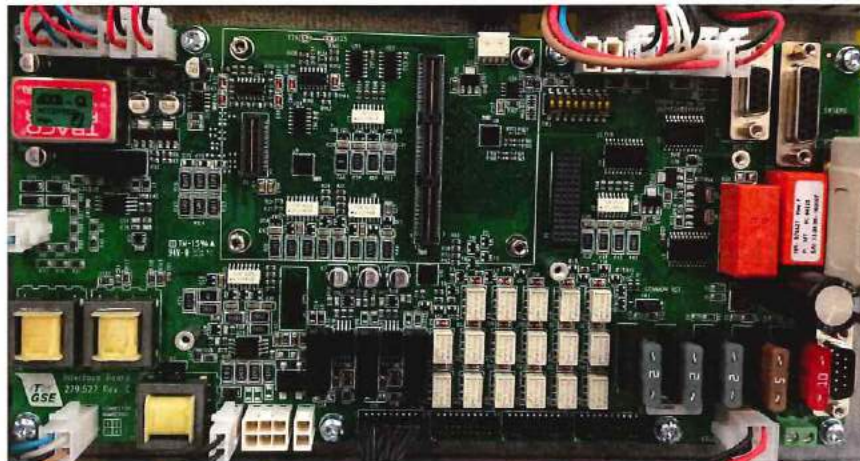
The harmonic content of the inverter voltage is further reduced by means of the AC Filter, resulting in a total voltage distortion of less than 2%. In addition to the filter choke (integrated into the transformer) and the AC capacitors, the ground power unit is equipped with an RFI-filter that reduces the high frequency emissions from the ground power unit or from the aircraft.

Output Contactor(s) (Q2-Q3):

The ground power unit is equipped with a 3-phase output contactor per outlet. The contactor(s) is engaged at start-up of the corresponding output, and it is disengaged when the stop button is activated or a system error occurs. If the interlock voltage, provided by the aircraft, is not returned to the ground power unit within the delay settings (refer to chapter 6.3), the contactor also disengages.

Interface Board (A2):

The purpose of this board is to interface between the Control Board and the rest of the ground power unit. The interface module includes the following functions:



- Interface to the Display Board (CAN Bus, 24 VDC and EPO)
- Fuse (F1 & F2) of the 24 VDC for I/O connections
- Fuse (F3) for Display Board (A3) and Operator Keyboard (A4)
- Fuse (F4) of the 24 VDC for interface
- Fuse (F5) PWM control (X10) of fans (M1-M2) situated above the magnetics
- User EPO input (X14)
- Measuring transformers for supervision of the 400 Hz output voltage (X26)
- Interface for gate drives situated at the Inverter Module (X13)
- Interface for current sensors situated at the Inverter Module (X23)
- Relay control of output contactor(s) Q2 – Q3 (X16-X17)
- Soft start control of Q5 (X12)
- Input for temperature sensors (X18)
- I/O ports for remote control (Start, Stop etc.), single output (X1)
- I/O ports for remote control (Start, Stop etc.), second output (X2) when installed

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

General Description

- Protected interface for interlock signals
- Interface for individual overload protection (X20)
- Neutral Voltage Supervision
- Neutral Conductor Rupture Supervision
- Door Interlock (X27)
- Earth Leakage Failure via (X22) and current sensor on ground wire from 400 Hz neutral
- Interface for RS232
- EEPROM (X34) contains the unique identity key for the ITW GSE 2400 compact

Supply Module (G1):

The generation of the 24 VDC / 10 A (adjusted from factory to 25 Volt) regulated control voltage is done by the Supply Module G1. This module has a wide input range (340-575 VAC). It is supplied via the capacitor module and pre-fused from the 3-phase circuit breaker Q4.



Control Board (A1):

The Control Board is based on a micro-controller and a DSP. Together they regulate, supervise and diagnose possible external and internal faults. As soon as the ground power unit is connected to the mains, and constantly during normal operation, the Control Board runs through a self-check program which checks all internal functions of the ground power unit. If an internal or external error is detected, the display shows the nature of the error. All immediate parameters related to a shut-down are stored in the ground power unit's memory. The Control Board has an on-board Ethernet RJ45 connector, which can be used to communicate with the BMS and USB host Type A connection to retrieve data from the converter or to up-date the software.



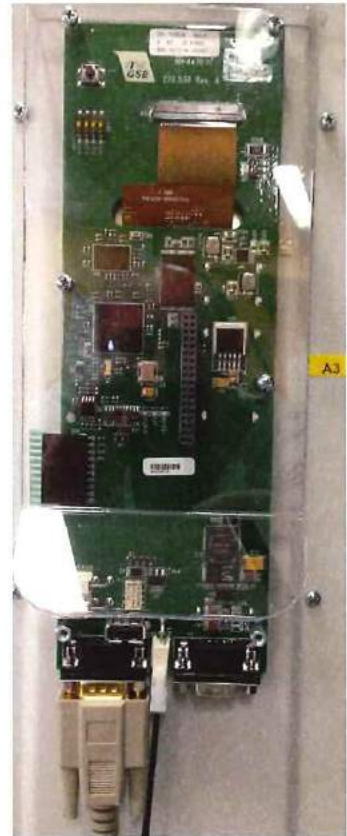
Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

General Description

Display Board & Keyboard (A3 / A4):

The display module serves as the interface for daily operation.

The display communicates with the Control Board via a CAN bus and can be placed up to 100 m away from the unit when using the Remote Control Box. Furthermore, the display module includes a USB connection which can be used to download the Black Box and the Power Log and for update of the display software.



ID Chip (A6):

The ID Chip is connected to Interface Board A2 and is fixed to the I/O zone plate. It contains information on the GPU configuration and stores all setup values, Black Box / Power Log records.



3.1 Built-in features / protections

No Break Power Transfer:

The unit is protected against misalignment during the No Break Power Transfer.

Over/under voltage at input:

The input voltage supervision is based on the rectified DC. The supervision ensures that the unit does not trip even in case of an abnormal low input voltage level. This of course presupposes that the 400 Hz output level and quality required by the aircraft, can be maintained. If the rectified DC level gets too low or too high, the unit trips to protect itself.

Over/under voltage at output:

If the output voltage exceeds or is below the levels in the table below, the unit automatically shuts down and opens the output contactor.

Output Voltage $U > 130V$ – 250ms

Output Voltage $U > 140V$ – 15ms

Output Voltage $U < 104V$ – 500ms

Overload:

If the output current exceeds the overload ratings in the table below, the unit shuts down to protect itself

- 125% for 600 seconds
- 150% for 60 seconds
- 200% for 30 seconds
- 300% for 10 seconds
- 400% for 1 second

Short circuit at output:

The unit has a built-in system to protect itself and the output cables, if the unit's output(s) are short-circuited for some reason.

Internal high temperature:

If for some reason the internal temperature on the Inverter Module or the Output Transformer, rises above the factory set temperature level, the unit shuts down, reporting either "**INVERTER TEMP TOO HIGH**" or "**TRANSFORMER TEMP TOO HIGH**"

Control voltage error:

If the control voltage supplied from G1 is < 20 VDC, the unit shuts down and reports "**CONTROL VOLTAGE LOW**"

Aircraft Connector Insertion:

This feature verifies that the 90% switch / split "F" pin in the 400 Hz plug is activated. If not activated, the respective outlet cannot be engaged. This also includes a potential free output showing whether the Aircraft Connector is inserted or not. The feature is valid for ground power units with one or two outlets.

How to Bypass / Activate the function.

Refer to Section 6.3 & 7.11

For detailed information /connection.

Refer to chapter 4.9

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

General Description

Neutral Voltage Supervision (NVS):

As a standard, the unit is delivered with a jumper wire between the 400 Hz neutral and earth/ground. If the jumper wire is removed for any reason (e.g. local regulation), the unit monitors the voltage between the 400Hz neutral and earth/ground.

If this voltage exceeds 42 V (factory setting), the unit shuts down and reports “**NVS FAILURE**”.

For change of setting, please refer to Section 6.3 & 7.15

Neutral Voltage Displacement Supervision (NVD):

The combination of a grounded converter and an un-grounded aircraft might lead to an energized aircraft chassis. The reason is the neutral voltage displacement caused by an unbalanced load. In case the aircraft frame is or will be grounded during operation, a broken neutral might result in arcing as well as burned ground wires.

The neutral voltage displacement of the aircraft chassis is measured as an AC voltage imposed on the EF interlock signal.

For change of setting, please refer to Section 6.3 & 7.9

Earth Leakage Supervision (ELS)

In systems where the 400 Hz neutral is grounded and there is a break of the cable's 400 Hz neutral, the ELS system monitors the residual current in the internal neutral /earth connection. The supervision will shut down the unit in case the residual current reaches the pre-set level.

For change of setting, please refer to Section 6.3 & 7.17

Note!

An additional protection method offered by ITW GSE as an option is the Neutral Conductor Rupture (NCR). The supervision is based on the presence of an injected current in the neutral conductor (i.e. as long as the injected current is present, the neutral is intact). The advantage of this method is that a broken neutral, will be detected immediately.

In general ITW GSE does not recommend the NCR option for the following reasons:

- 1) The need for an additional control wire which is likely to be the first to break.
- 2) The difficulties of implementing the method in existing installations if a free control wire is not present.
- 3) The standard protections built into the ITW GSE 2400 Compact series are considered adequate to safeguard against hazards related to a broken neutral.

4.0 Transport and Installation

4.1 Storage Before Installation

To secure optimal storage conditions prior to installation, we recommend that the converter is stored inside. This protects the unit from rain and excessive humidity while it is left without power.

Only equipment in seaworthy packing should be stored outside.

For storage conditions, please refer to Section 5.0

4.2 Operational and Environmental Conditions after Commissioning

When the converter has been installed and commissioned, we strongly advise that the unit is always kept with input power on. This provides optimal conditions for the electronic components and prevents humidity in the form of condensed water from reaching vital parts.

If for some reason the converter has been without input voltage for a period of time, a visual inspection should be carried out. If condensation on any internal parts is discovered, the parts have to be dry before the input voltage is again applied.

4.3 Transport

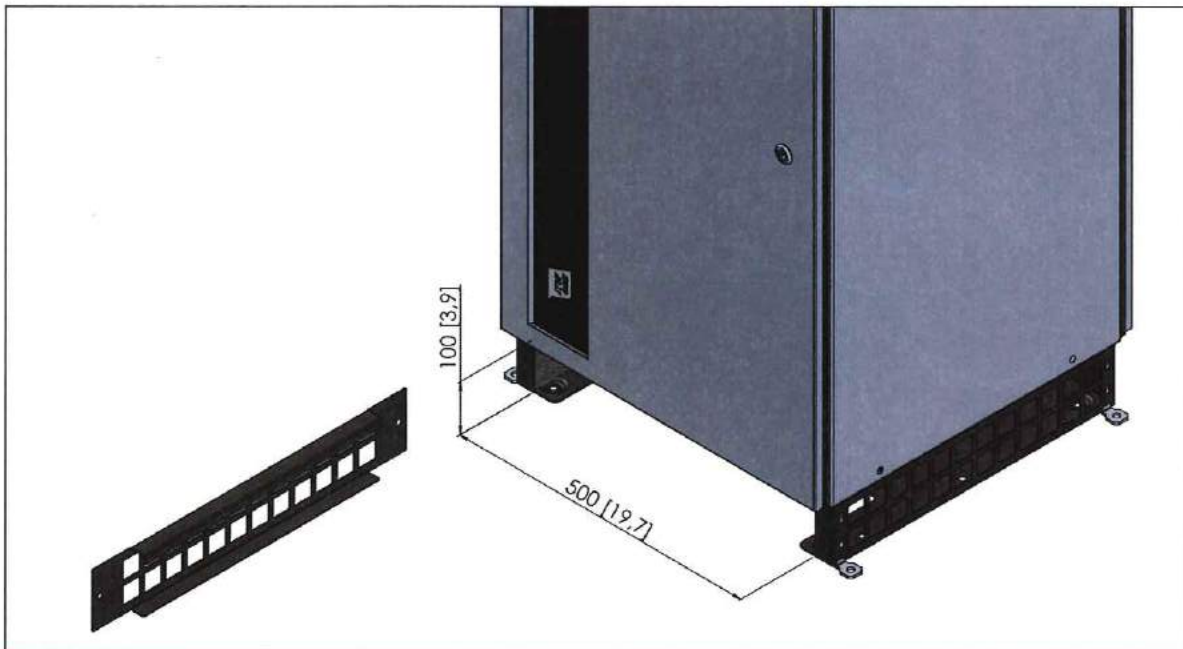


Fig. 4.3.1 Access for fork-lift, truck or similar

Access requires removal of 2 screws.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation



Adequate lifting gear is not part of the delivery.

Fig. 4.3.2 Lifting with crane
(Place M10 lifting rings at the 4 corners)

The ITW GSE 2400 Compact horizontal version is delivered on a specially designed wooden pallet. Transport and mounting of the ITW GSE 2400 Compact is carried out by lifting the unit by a fork-lift, truck or the like to the intended mounting position while it is still placed and firmly fixed to the pallet. For safety reasons, the passenger boarding bridge, should be placed in a horizontal position, at the lowest possible height above ground before lifting is started.

We recommend that you keep the original pallet for future dismantling in connection with service and maintenance.



Fig. 4.3.3 Transport and mounting of the ITW GSE 2400 Compact by means of a fork-lift truck

Notel

The ITW GSE 2400 compact must be fastened to the PBB with 4 x M12 bolts of minimum rating of 8.8 steel.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

4.4 Installation and fastening instructions

(The installation shall be in accordance with the *Canadian Electric Code, Part 1*)

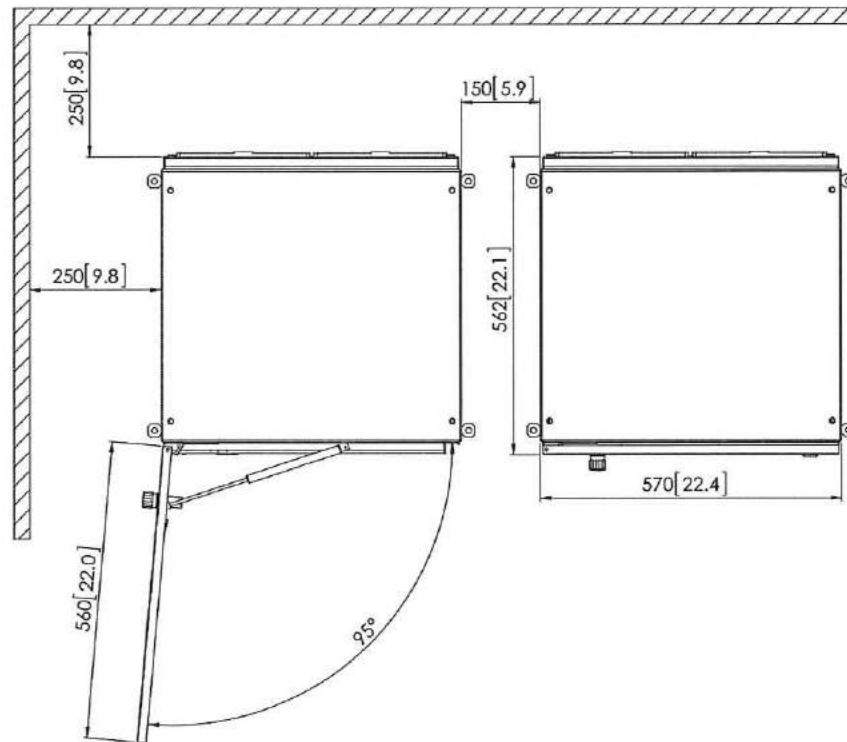


Fig. 4.4.1 Foot Print & Spacing, Fixed Unit

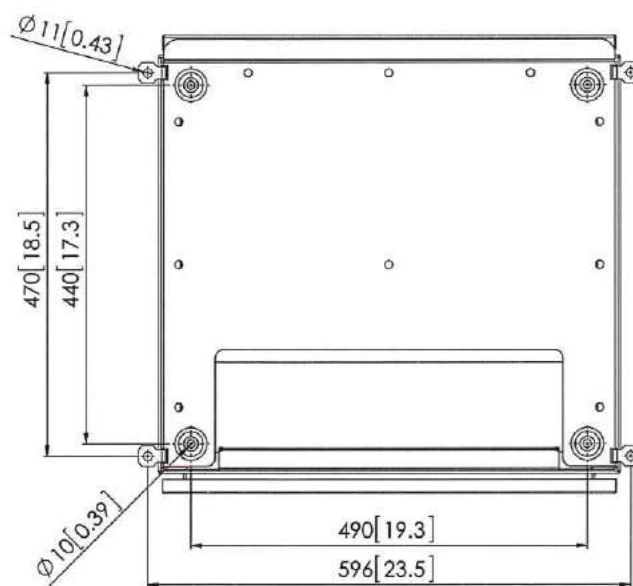


Fig. 4.4.2 Mounting Holes, Fixed Unit

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

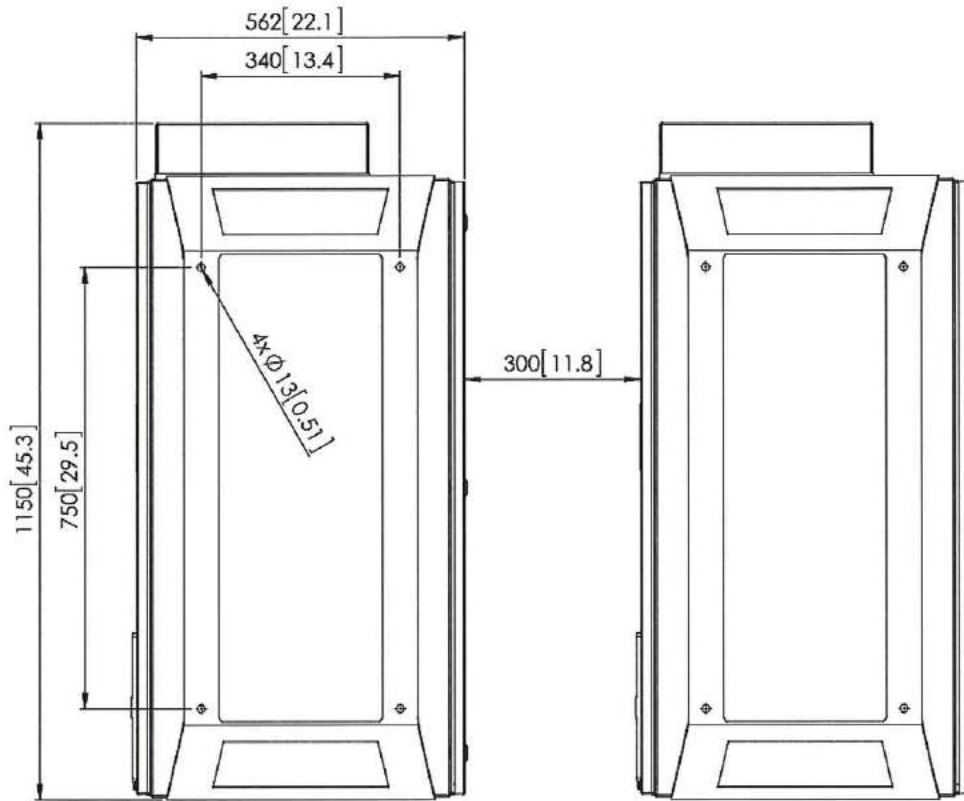


Fig. 4.4.3 Mounting Holes & Spacing, Bridge-Mounted Unit

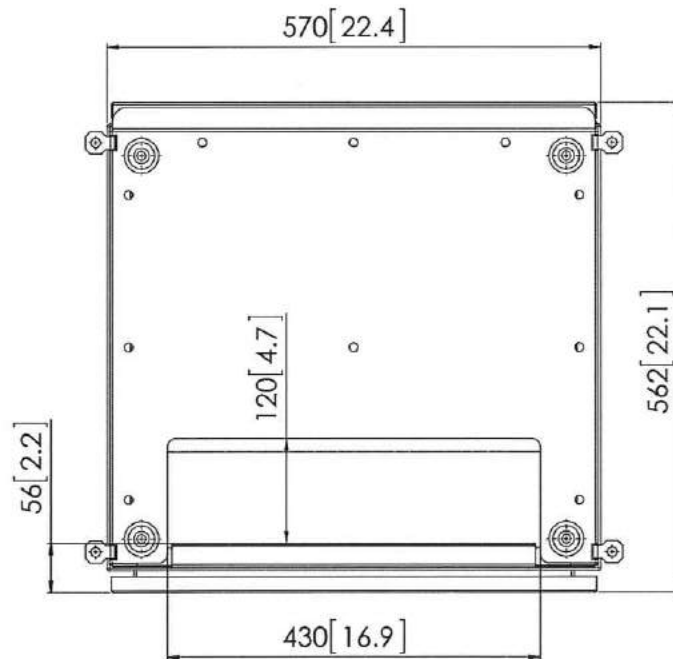


Fig. 4.4.4 Removable gland plate

Made of Aluminium-Zinc alloy coated sheet steel to prevent corrosion at the cable gland holes. Gland plate is situated inside the cubicle and only one is supplied if the unit is with Base Module / ARU.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

Center of Gravity

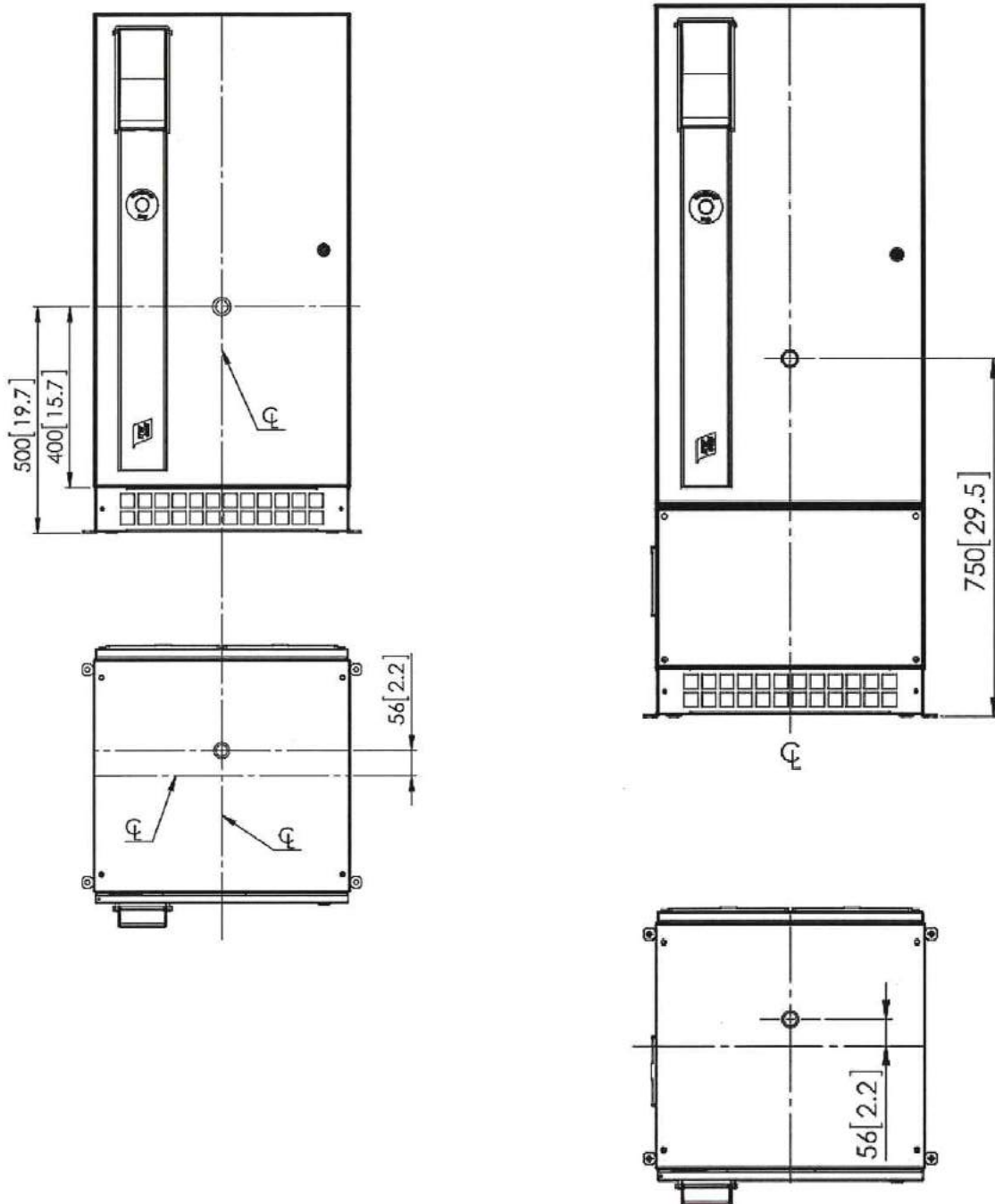


Fig. 4.4.5 Center of Gravity Fixed units

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

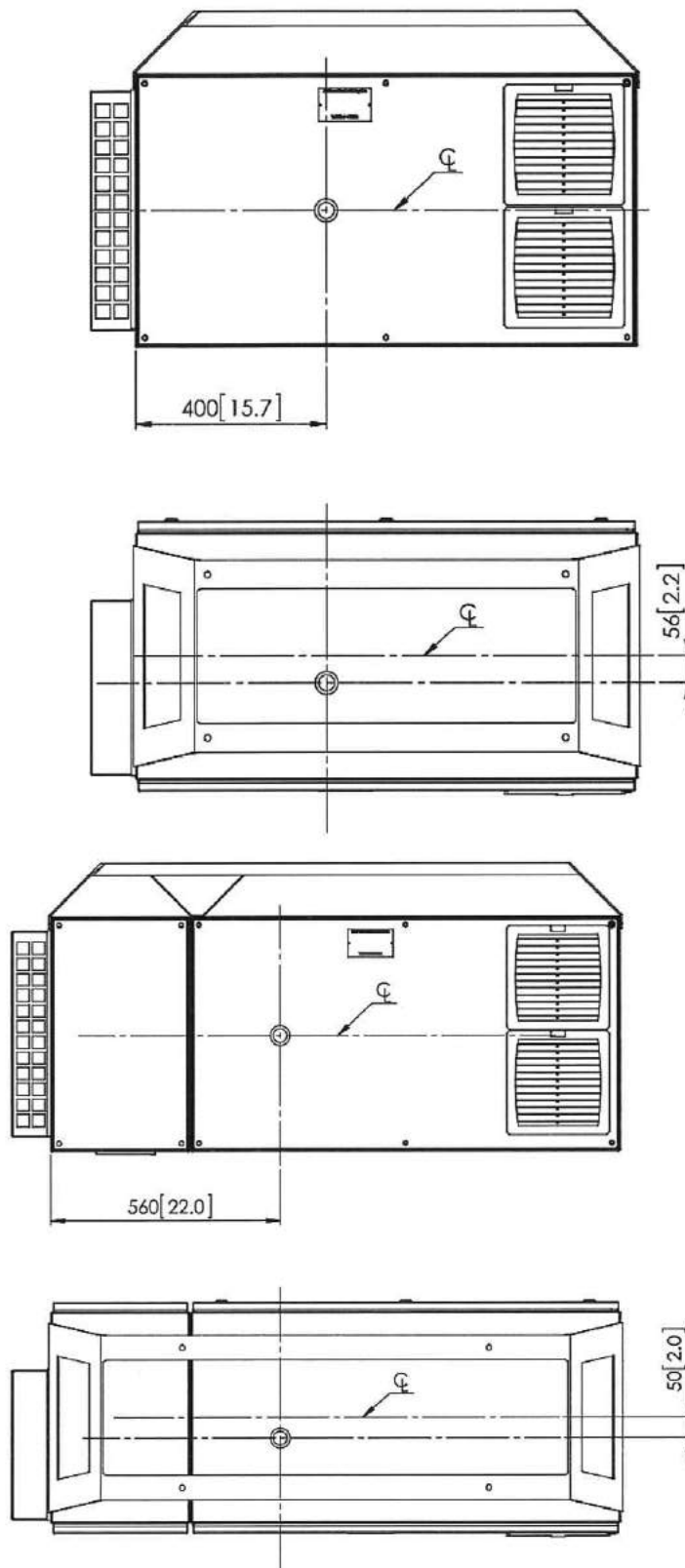


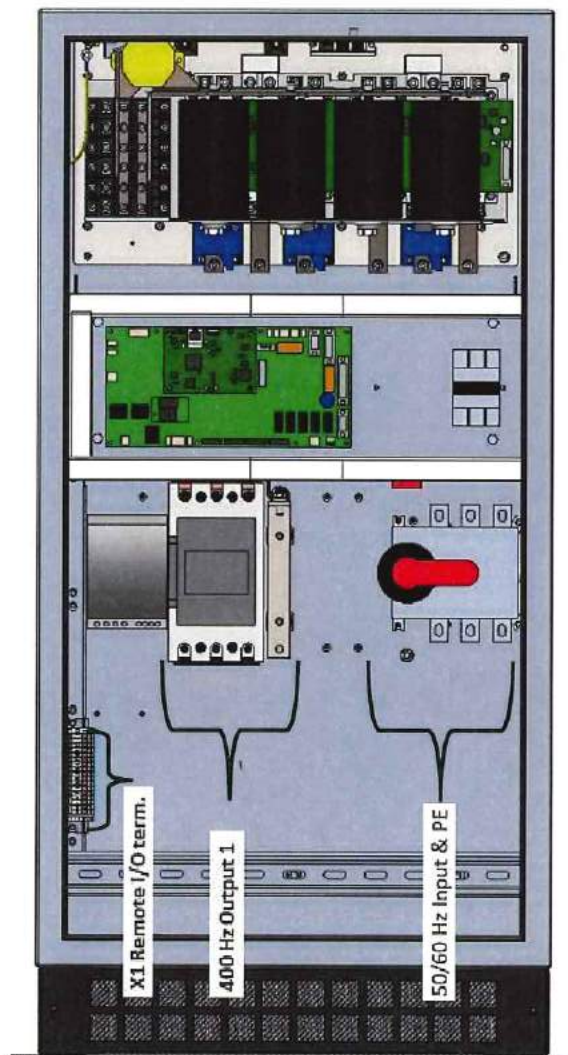
Fig. 4.4.6 Center of Gravity Horizontal units

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

4.5 Connection of Cables

Standard Remote I/O terminals
(refer to **section 4.9** for connection of I/O terminals)



- | | |
|---------------------------|--|
| 50/60 Hz Input terminals: | 3 x M8/25mm (3 x 1/4-20 by 1") 25.4 Nm (225in-lb) (L1–L2–L3)
1 x M10 bolt 50 Nm (444 in-lb) (Ground/PE) |
| 400 Hz Output terminals: | 4 x M8 (A–B–C–N) 25.4 Nm (225in-lb) |
| Remote I/O terminals: | 17 x 0.4 - 4 mm ² (AWG 21-11) |

Fig. 4.5.1 Connection of Cables

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

4.6 Mains/Utility Input



Due to personal health and safety, the ITW GSE 2400 Compact unit, must always be protected, by grounding the PE terminal (\perp).

NOTE: The minimum ground wire size is 16 mm² / #6 AWG

Consult local authorities to ensure this meets local requirements.

(Specifically in accordance with *Canadian Electrical Code, Part 1* where applicable)

The mains/utility input connection to the unit should be externally pre-fused according to the table below:

100% load @ PF 0.8 Aircraft:

Rating	30 kW	45 kW	60 kW	90 kW
Line Current @ 400V/480V	38/32 A	58/48 A	75/63 A	112/94A
Recommended Fuse Size	63 A	63 A	100 A	125 A
Maximum Fuse Size	160 A	160 A	200 A	200 A
Minimum Input wire size	10 mm ² / #8	16 mm ² / #6	25 mm ² / #4	35 mm ² / #2
Minimum Output wire size	16 mm ² / #6	25 mm ² / #4	35 mm ² / #2	70 mm ² / 2/0

*US cable size based on single wire at 30 feet consult the factory for recommendations on different lengths.

100% load @ PF 1.0 Aircraft:

Rating	30 kW	45 kW	60 kW	90 kW
Line Current @ 400V/480V	49/41 A	70/59 A	96/80 A	140/117A
Recommended Fuse Size	63 A	100 A	125 A	160 A
Maximum Fuse Size	160 A	160 A	200 A	200 A
Minimum Input wire size	16 mm ² / #6	25 mm ² / #4	35 mm ² / #2	50 mm ² / #1
Minimum Output wire size	16 mm ² / #6	25 mm ² / #4	35 mm ² / #2	70 mm ² / 2/0

*US cable size based on single wire at 30 feet consult the factory for recommendations on different lengths.

Tightening torques:

Input disconnect: 8 Nm to 17.6 Nm / 72 in-lb. to 156 in-lb.

Input circuit breaker: 14.9 Nm to 21.7 Nm / 132 in-lb. to 192 in-lb.

Output contactor: 17.6 Nm / 156 in-lb.



Due to the RFI filter at the input, the leakage current for the unit is > 40 mA.(will be changed)

4.7 400 Hz Output

At delivery, the 400 Hz neutral is connected to the Protective Earth terminal (PE). If a floating output is required, the green/yellow jumper wire must be removed.



Independent of installation method, it is mandatory to meet local regulations and legislation to ensure personal health and safety.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

4.8 400 Hz Interlock

The interlock safety system ensures that the output contactor stays engaged as long as the aircraft connector is inserted into the aircraft receptacle. The aircraft provides 28 VDC on the F terminal with respect to the 400 Hz neutral terminal.

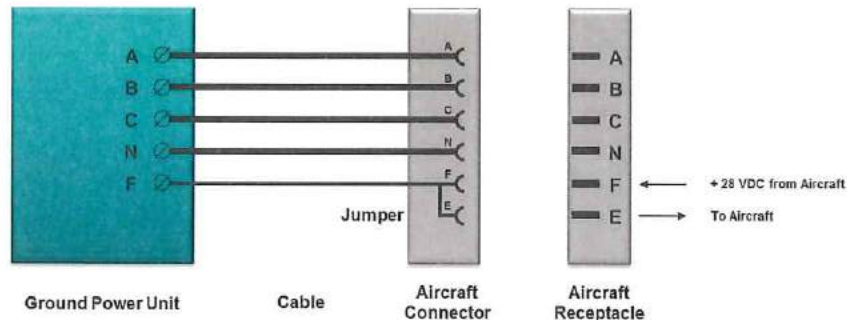


Fig. 4.8.1 Standard wiring diagram for civil aircraft

For service, maintenance and test purposes, the interlock system can be by-passed via the display setup. To ensure personal health and safety, the ground power unit automatically returns to its initial interlock mode once it receives 28 VDC at the F terminal, e.g. when the ground power unit is connected to an aircraft.



To ensure personal health and safety, the interlock safety system must always be activated unless the ground power unit is undergoing service, maintenance or test by qualified personnel.

4.9 Control Interface (Remote I/O Terminals)

Using the Remote I/O terminals, situated behind the front door to the left, it is possible to interface to:

- User EPO.
The external EPO input A2: X14 is a 24 VDC input, either by using the internal 24 VDC supply or an external 24 VDC voltage. The SW1 "EPO JUMPER" (at the top right corner of the A2 Module) is then removed. Please refer to Fig. 4.9.1 for connection.
- E & F Interlock F Pin.
- External Start / Stop.
Remote Start must be N.O. The remote Stop may be either N.O. / N.C., this can be selected/changed using the Setup Menu.
- 90 % Insertion Switch / Split "F" pin in aircraft connector.
The 90% Insertion switch (N.O. contact set) in the aircraft connector, supplied with +24 VDC from the ITW GSE 2400 Compact. The voltage is returned once the plug is inserted at least 90% of the way into the aircraft receptacle.
- Aircraft Connector temperature supervision (**Optional - see section 11**).
The 3 x PTC resistors in series (one for each phase) is supplied with +24 VDC from the ITW GSE 2400 Compact. They return a high signal (+24 VDC) to the input as long as the Cable temperature is below the PTC resistors cut-off value.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

- Neutral Conductor Rupture (**Optional - see section 11**).
Feedback wire from the aircraft plug's 400 Hz Neutral. The input references the 400 Hz neutral internally.
- Key reader, bridge, cable drum etc. provides a contact closure to enable the ITW GSE 2400 Compact to operate via GPU enable (**Optional - see section 11**)
The input can either be supplied from the ITW GSE 2400 Compact as shown below or supplied from an external supply as the input Terminals X1(6&7) are insulated.
Acceptable input range: 24 Volt \pm 20%.
- Indications
Lamps for GPU On, Interlock Present, Aircraft Connector Inserted signal present, GPU Ready & Common Error

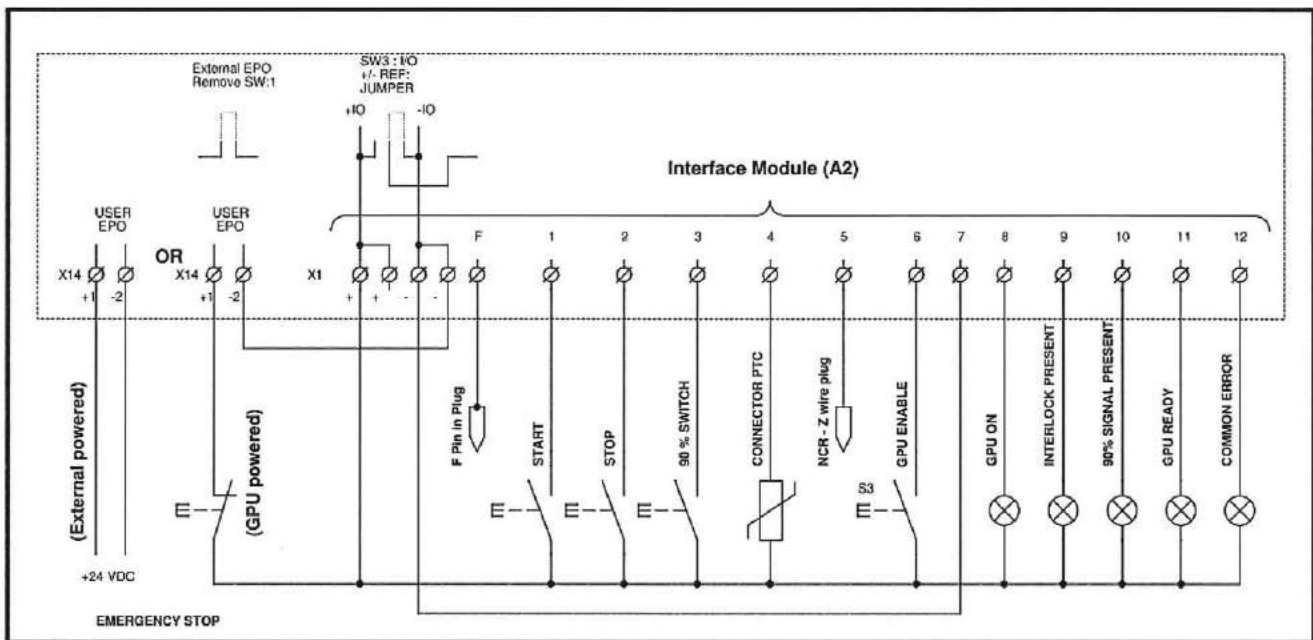


Fig. 4.9.1 Example of wiring for external control via the I/O terminal

From the factory, the jumper SW3 is set to position –IO, which connects the internal minus to the common reference. If the +24 is wanted as reference, the jumper is moved to +IO.

Note!

The terminal block X2 is only installed if the additional output contactor option has been ordered. Terminal block X2 is identical to terminal block X1, except for the GPU enable signal, which is not present at X2. All other connections can be made as shown above.

For Dry Contact relays please refer to (**Optional - see section 11**)

Contacts $V_{max} = 50$ V AC/DC and $I_{max} = 2$ A

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Transport and Installation

4.10 TCP/IP On-board Interface

The ITW GSE 2400 Compact is equipped with a TCP/IP (RJ45) communication port for supervision and monitoring of the GPU e.g. by the means of a central computer. The port is located on the Control Board (A1).

The protocol is limited to MODBUS TCP/IP. The data available from the GPU is comprehensive and should meet most requirements.

Supported Modbus Function Codes

The ITW GSE 2400 Compact implements a subset of the Modbus Application Protocol Specification V.1.1b.

The following function codes are supported in Modbus requests:

- 03 (0x03) Read Holding Registers
- 04 (0x04) Read Input Registers
- 06 (0x06) Write Single Register
- 16 (0x10) Write Multiple Registers

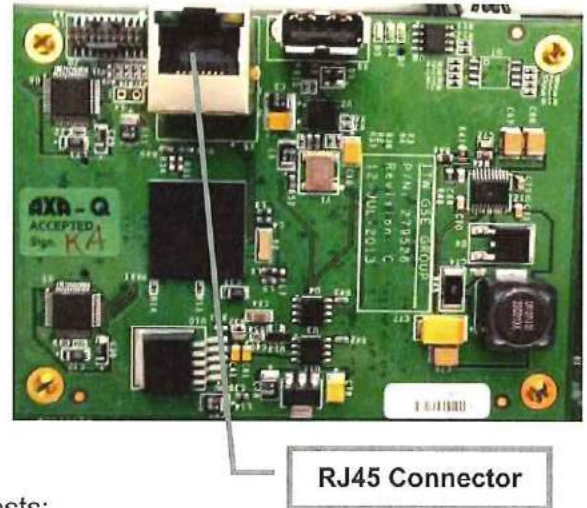
In the following section, the different kinds of data available are:

- System in use, system in standby and system in fault.
- The GPU provides a comprehensive range of internal and external parameter measurements and information e.g. voltages, currents, temperatures, time, date etc.
- The GPU provides two kinds of logs:
 - The Black Box, which contains the last 100 errors detected together with all relevant parameters and status information available in connection with a shutdown.
 - The Power log, which contains the time in use and the power consumption for the last 100 operations.

Note!

Detailed information on the Modbus Communication and available parameters, can be found in the document 999.008, which can be obtained from ITW GSE on request.

Please refer to section 6.3 and section 7.20 & 7.21 for communication setup.



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Technical Specifications

5.0 Technical Specifications

Standards:

ISO 6858	Aircraft ground support electrical supplies - general requirements
BS 2G 219	General requirements for ground support electrical supplies for aircraft
SAE ARP 5015	Ground equipment – 400 Hz ground power performance requirement
MIL-704F	Aircraft electric power characteristics
DFS 400	Specification for 400 Hz aircraft power supply
EN2282	Aerospace series characteristics of aircraft electrical supplies
EMC & Safety standards	Please refer to the declaration of conformity, chapter 1

Input:

Rating	Amps (0.8)	Amps (1.0)	Hertz	Voltage	Max. Fuse	Line Current Dist.	PF at nominal load
30 kVA	38 A	49 A	45-65	400 ± 15%	160 A	< 12%	> 0.97
	32 A	41 A	45-65	480 ± 10%			
	26 A	33 A	45-65	600 ± 15%			
45 kVA	58 A	70 A	45-65	400 ± 15%	160 A	< 10%	> 0.99
	48 A	59 A	45-65	480 ± 10%			
	38 A	47 A	45-65	600 ± 15%			
60 kVA	75 A	96 A	45-65	400 ± 15%	200 A	< 9%	> 0.99
	63 A	80 A	45-65	480 ± 10%			
	50 A	64 A	45-65	600 ± 15%			
90 kVA	112 A	141 A	45-65	400 ± 15%	200 A	< 5 %	1
	94 A	117 A	45-65	480 ± 10%			
	75 A	94 A	45-65	600 ± 15%			

Phase	ABC or CBA
Rectification	12-pulse
Inrush current	None
Power interruption	20 ms

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Technical Specifications

Output:

Power	30, 45, 60 or 90 kVA, $\cos(\varphi) = 1$
Voltage	3 x 200/115 V
Power factor	0.7 lagging to 0.95 leading
Voltage regulation	< 0.5 % for balanced load and 30 % unbalanced load
Voltage transient recovery	$\Delta U < 8 \%$ and recovery time < 10 ms at 100 % load change
Total harmonic content	< 2 % at linear load (typically < 1.5 %) < 2 % at non-linear load according to ISO 1540
Crest factor	1.414 ± 3 %
Voltage modulation	< 1.0 %
Phase angle symmetry	120° ± 1° for balanced load 120° ± 2° for 30 % unbalanced load
Frequency	400 Hz ± 0.1 %
Overload	100 % continuous 125 % for 10 minutes 150 % for 60 seconds 200 % for 30 seconds 300 % for 10 seconds 400 % for 1 second

Efficiency:

Overall efficiency	0.94 at 35-90 kVA load PF 0.8 0.90 at 25 kVA load PF 0.8
Stand-by losses	65 W
No-load losses	2.2 kW

Protections:

Input over-and under voltage
Leakage current supervision
Control voltage error
Internal high temperature
Output over-and under voltage
Overload at output
Short circuit at output
No Break Power Transfer
Neutral Voltage supervision
Broken Neutral supervision

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Technical Specifications

Miscellaneous:

Physical:

Dimensions	Please refer to the outline drawing at following pages
Weight	
Fixed / Bridge-Mount	310 kg / 683 lbs.
Mobile	460 kg / 1014 lbs.
Fixed / Bridge-Mount + ARU	410 kg / 904 lbs.
Mobile + ARU	485 kg / 1069 lbs.

Environmental:

Storage temperature	+10°C to +35°C / 50°F to 95°F & 20 to 70% RH
Operating temperature	-40°C to +56°C / -40°F to 132°F
	-40°C to +45°C / -40°F to 113°F with ARU
Relative humidity	10-100 % (non-condensing)
Noise level	< 65 dB (A) @1m
Ingress protection	IP54 (NEMA 3R) Overall unit IP55 (NEMA 4) electronic section

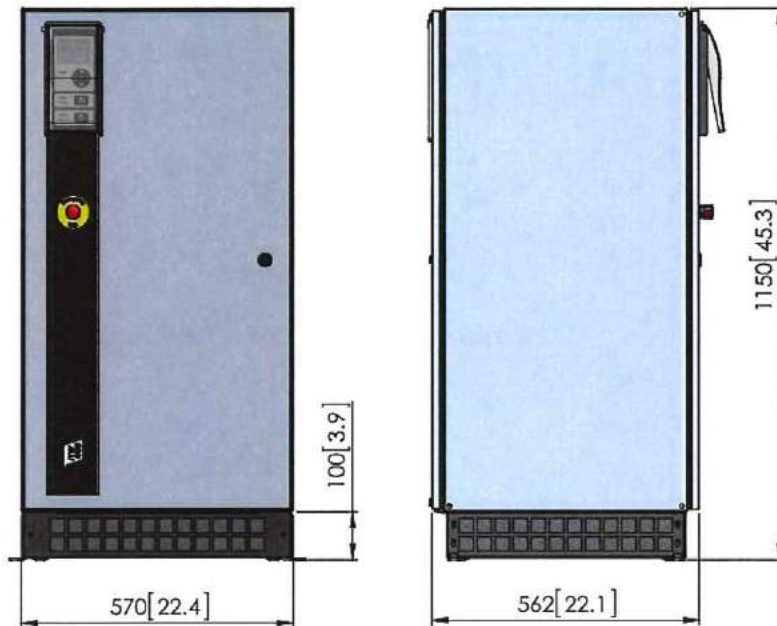
Miscellaneous:

Colour	RAL 7035 standard, other colours on request
MTTR	Max. 20 minutes

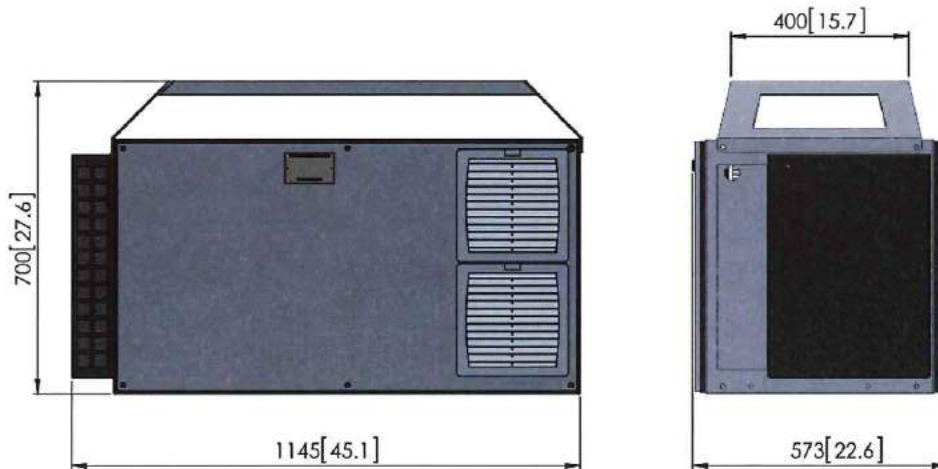
Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Technical Specifications

Fixed



Horizontal



Mobile

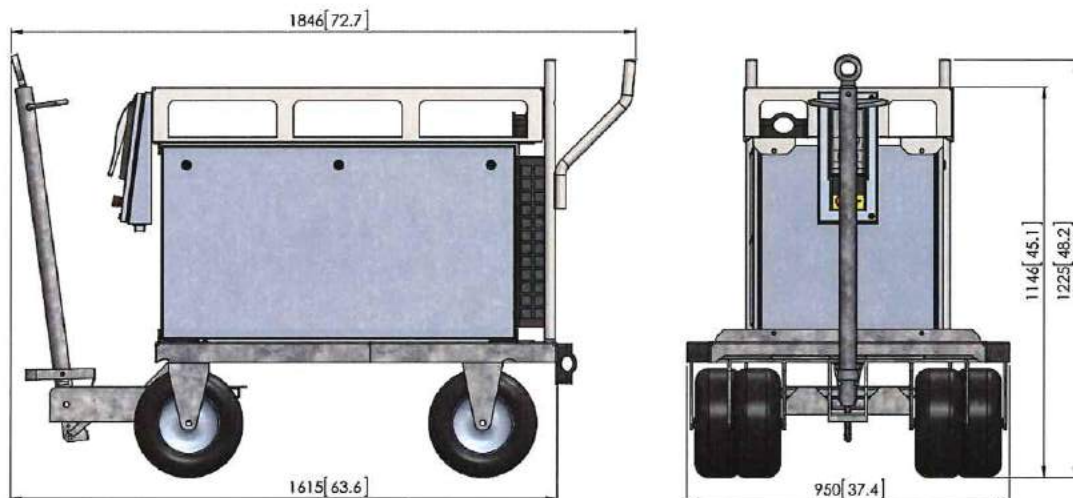


Fig. 5.0.1 Fixed, Bridge-Mounted and Mobile Unit

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Technical Specifications

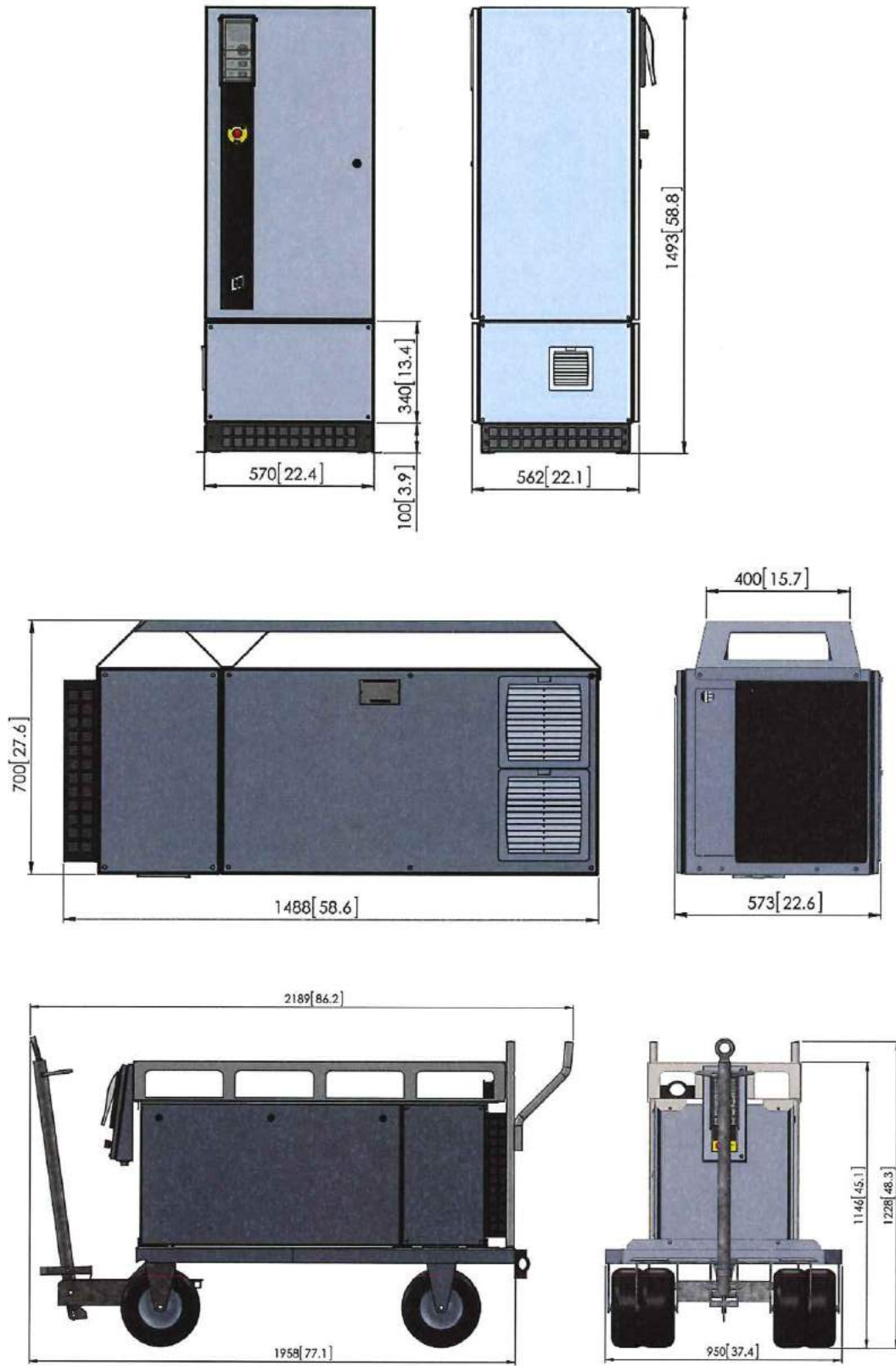
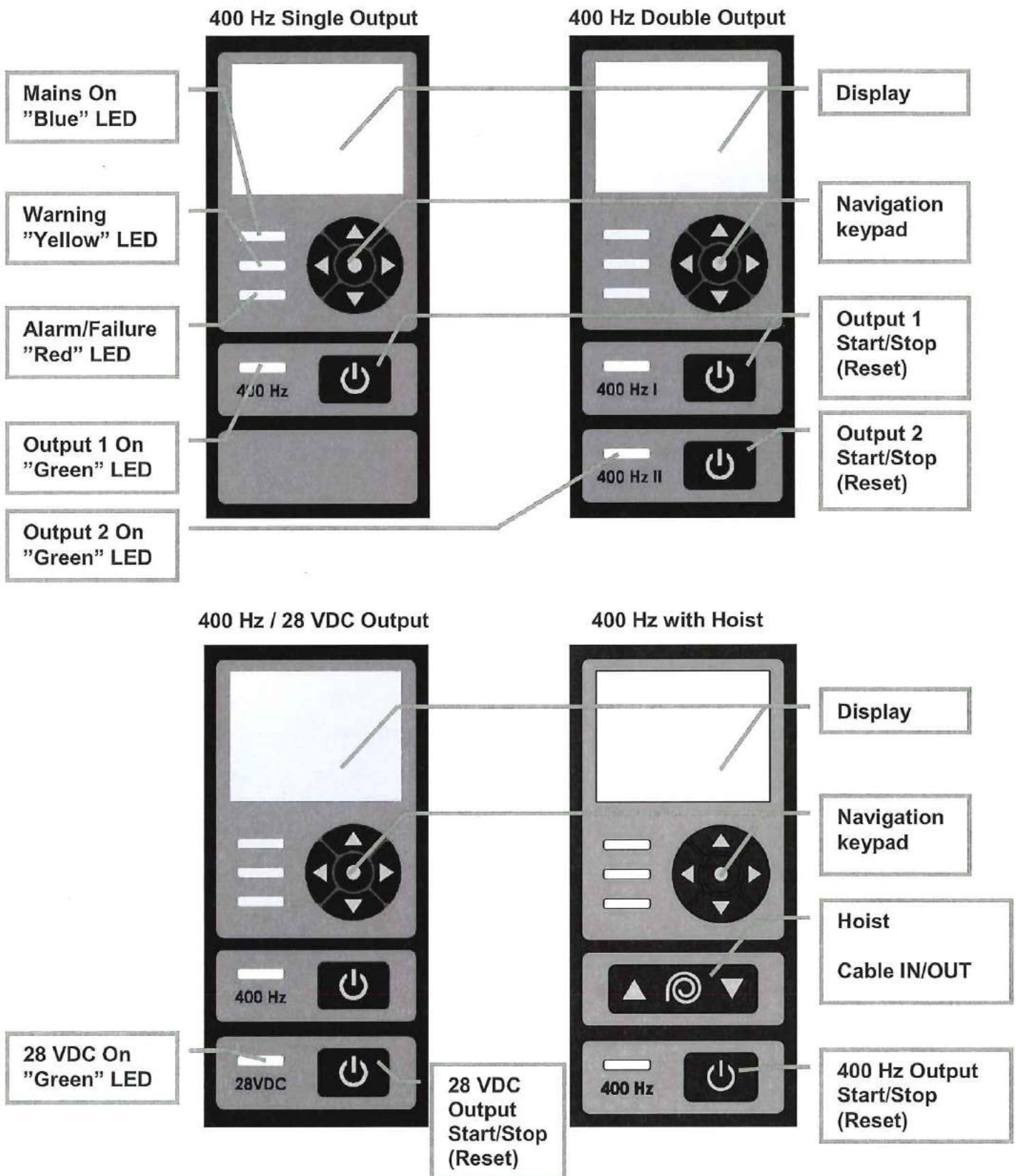


Fig. 5.0.2 Fixed, Bridge-Mounted and Mobile Unit with base Module / ARU

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.0 Operator's Instructions (Display/LED/Keypad layout)



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.1 Using the Display/Keypad

To enable a smooth and easy operation, the operator control panel has a simple layout. The LED display is located at the top. Used to provide information during operation / service / maintenance. It either shows operational data, warnings or failure information in plain text combined with a time stamp and a 4 digit code which can be used in combination with the manual to show more detailed information on the reported message.

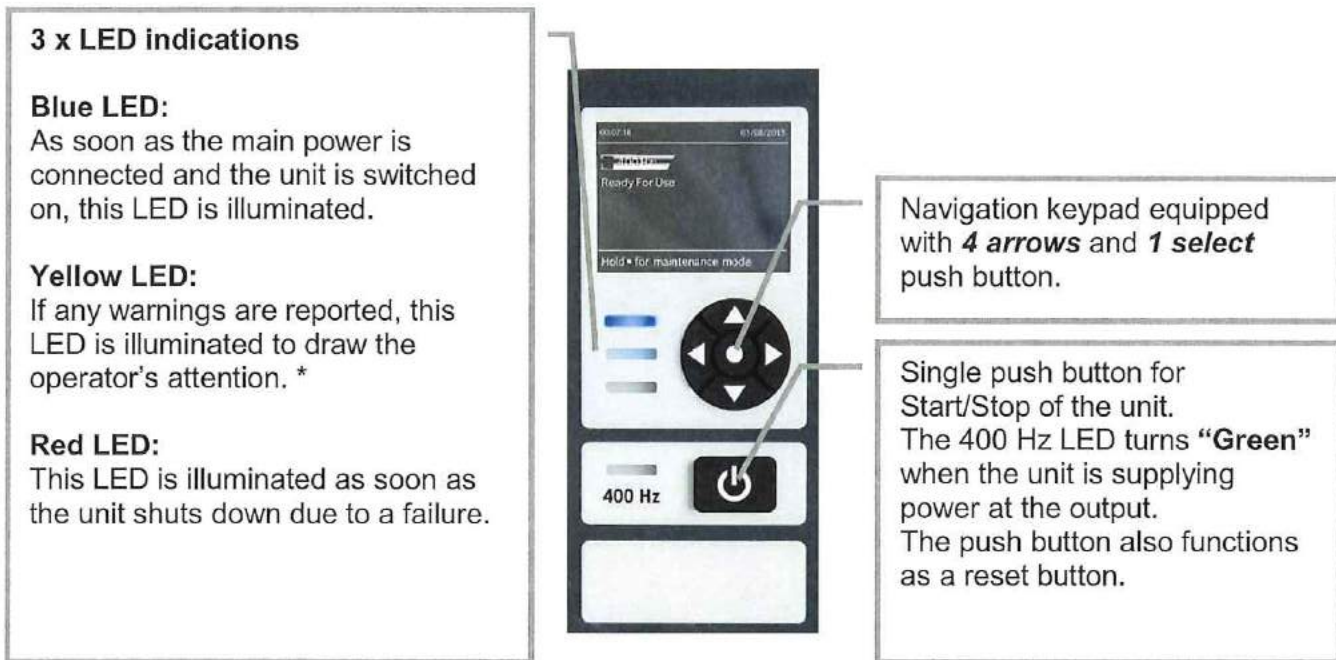


Fig. 6.1.1 Display / Operator panel

Note!

Please refer to section 6.0 for the various push button layouts.

*

Warning may arise during operation for the following issues:




- Cable 1 Temperature Too High / Cable 2 Temperature Too High
- Neutral Conductor Rupture Output 1 / Neutral Conductor Rupture Output 2
- EF Signal Drop Out – Output 1 / EF Signal Drop Out – Output 2
- Aircraft Connector not inserted – Output 1 / Aircraft Connector not inserted – Output 2

The unit will report an error if only one output is active and a failure signal present, otherwise it will issue a warning about any of the above issues.

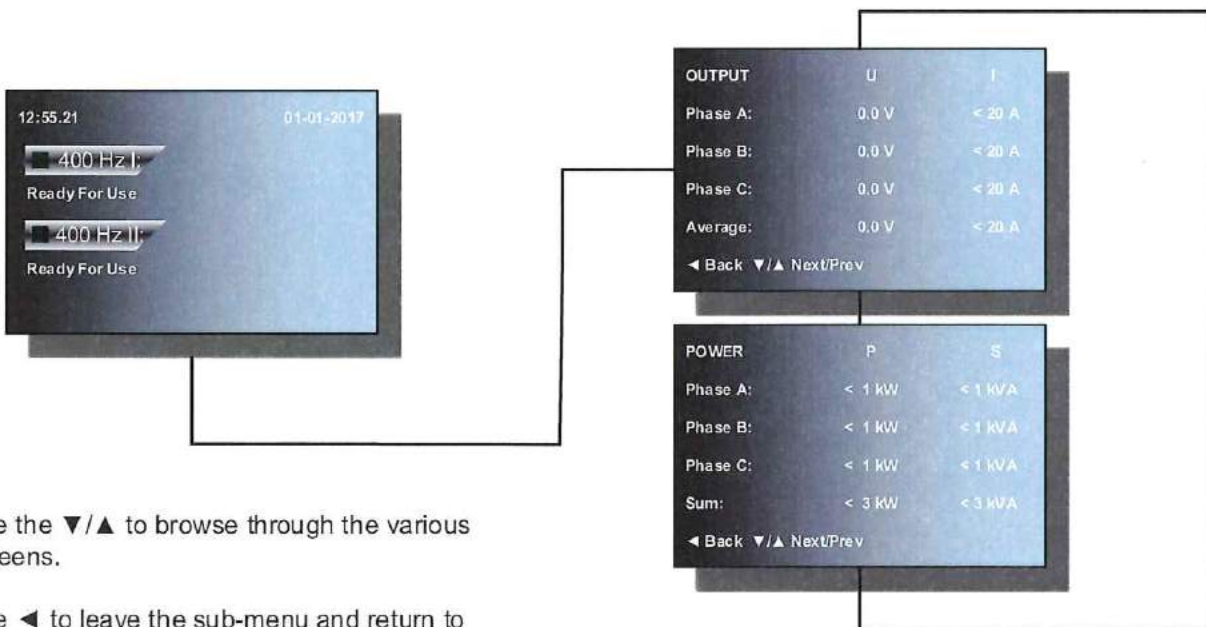
Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.2 Operating the unit

- Insert the aircraft cable into the aircraft. Make sure the cable is inserted till you feel a natural resistance. The plug may be equipped with a 90° switch / split "F" pin. In this case, the unit will not function if the plug not is fully inserted.
- Press the Start/Stop  button
- The unit is now in operation and ready to supply the aircraft with power. This is also indicated via the green LED located close to the Start/Stop button.  **400 Hz** 
- If the unit shuts off and is no longer supplying power to the aircraft, this is reported in clear text in the display. Also a corrective action is displayed.
- From the default display screen and during operation, various parameters can be viewed via the display. Use the navigation keys ∇ \blacktriangle to browse through the available screens:

Default Display Screen Standby



Use the ∇ / \blacktriangle to browse through the various screens.

Use \blacktriangleleft to leave the sub-menu and return to Default Screen.

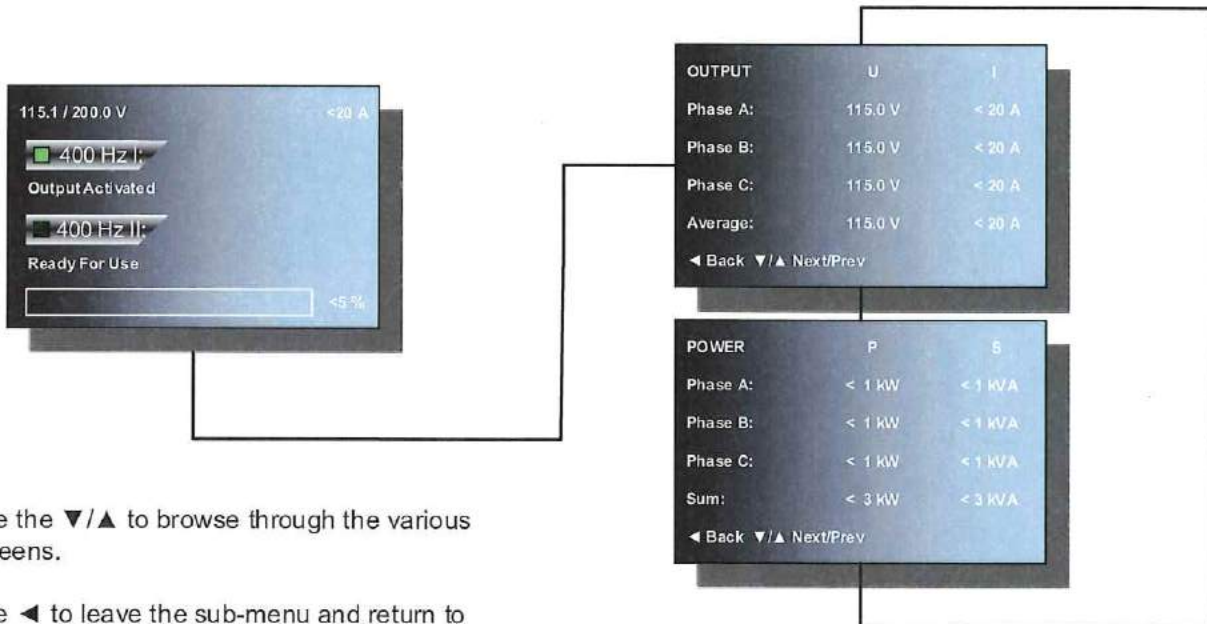
Note!

Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Default Display Screen Operating




Use the ▼/▲ to browse through the various screens.

Use ◀ to leave the sub-menu and return to Default Screen.

Note!

Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

- After operation, the unit has to be turned off before removing the aircraft plug.

Press the Start/stop button 

- The aircraft cable can now be removed from the aircraft and placed at the cable rest position.

Note!

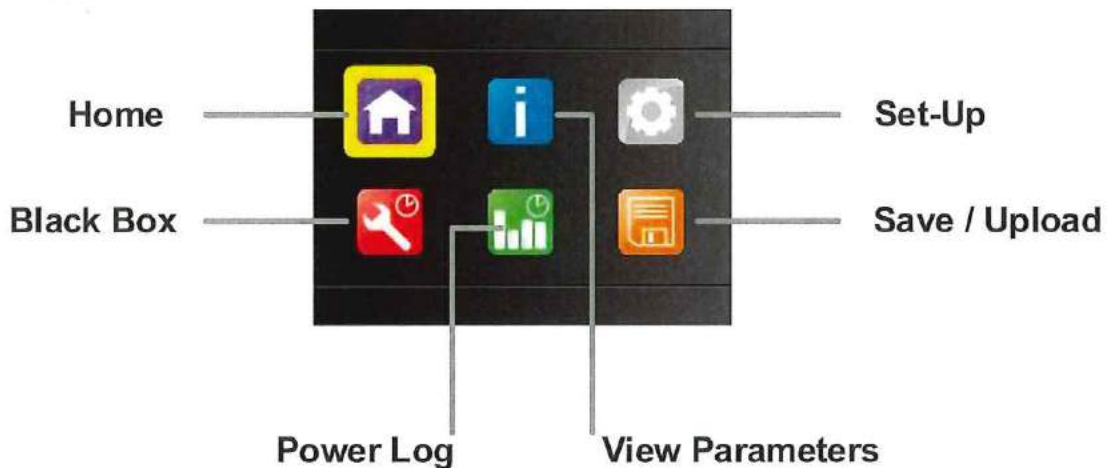
Please notice that the Start/Stop button  also functions as a Reset push button.

If, for some reason, the unit stops due to an error / failure, press the Start/Stop/Reset to reset the unit.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.3 Basic Menu



The basic Icon Menu is shown above with the available sub-menus.

To enter the Icon Menu, press the ● from the default menu and hold it down for approximately 10 seconds.

To Select a sub-menu, simply use the navigation keys ◀▼▲▶ to highlight the icon and then press the ● to enter the sub-menu.

To leave the Icon Menu highlight the "Home" icon and press ●

Icon explanation:



Back to Default screen



Viewing actual converter parameters



Set-up menu for changing converter parameters



Black Box with last 100 failures / errors



Power Log with last 100 operations



Save "Black Box" / "Power Log" records or update software

*Detailed instructions on the Software Update can be found in the document 699.135, which can be obtained from ITW GSE on request.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.3.1 Parameters – Menu structure



Highlight the **i** by using the navigation **◀▶▲▶** keys.

Press **●** to select "View parameters" sub-menu.

Use the **▼/▲** to browse through the various screens.

Use **◀** to leave the sub-menu and return to basic Icon Menu.

Note!

Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

OUTPUT	U	I
Phase A:	0.0 V	< 20 A
Phase B:	0.0 V	< 20 A
Phase C:	0.0 V	< 20 A
Average:	0.0 V	< 20 A

◀ Back ▼/▲ Next/Prev

POWER	P	S
Phase A:	< 1 kW	< 1 kVA
Phase B:	< 1 kW	< 1 kVA
Phase C:	< 1 kW	< 1 kVA
Sum:	< 3 kW	< 3 kVA
Power Factor:		0.00

INVERTER	
Phase A:	< 20 A
Phase B:	< 20 A
Phase C:	< 20 A
DC-Voltage:	592 V
DC-Ripple:	2 V

INTERLOCK	LEVEL	RIPPLE
Output 1:	0 V	0 V
Output 2:	0 V	0 V
Leakage:	0 A	
NVS Level:	2 V	

SYSTEM	
Control Voltage:	25.2 V
Inv. Temp:	< 40 °C < 40 °C
Hour Meter:	04:43:38
Consumption:	-38 kWh

INPUT	
Voltage:	407 V
Current:	0 A

UNIT INFORMATION	
Display FW:	076100 T
Control FW:	076100 T
Unit Serial:	8520171.1
Unit Rating:	90 kVA
MAC:	08.02:58:00:00:00

◀ Back ▼/▲ Next/Prev

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

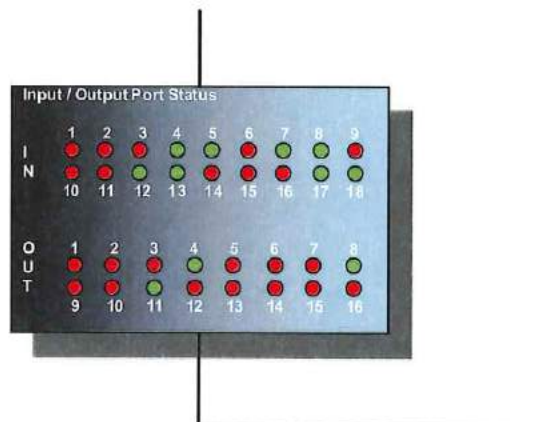
Parameters – Menu structure (continued)

Use the ▼/▲ to browse through the various screens.

● = Active (green)

● = Not Active (red)

Use ◀ to leave the sub-menu and return to basic Icon Menu.



Note!

I/O Port status may vary depending on the mode of the unit Standby / operating etc.

Standard I/O configuration:

Inputs						Outputs					
No	Function	Ref.	No	Function	Ref.	No	Function	Ref.	No	Function	Ref.
1	Start/Reset (1)	X1: I1	10	Stop (2)	X2: I10	1	400 Hz 1 On	X1: O1	9	GPU Running	X3: O9
2	Stop (1)	X1: I2	11	Aircraft Connector Insertion (2)	X2: I11	2	Interlock 1 present	X1: O2	10	Bridge Interlock	X3: O10
3	Aircraft Connector Insertion (1)	X1: I3	12	Cable Temp. (2)	X2: I12	3	Aircraft Connector Inserted (1)	X1: O3	11	GPU Ready / Com. Error	X3: O11
4	Cable Temp. (1)	X1: I4	13	NCR (2)	X21: I13	4	GPU ready / Com. Error	X1: O4	12	Not used	X3: O12
5	NCR (1)	X21: I5	14	Not used	X2: I14	5	400 Hz 2 On	X2: O5	13	Not used	X4: O13
6	GPU Enable	X1: I6	15	Not used	X4: I15	6	Interlock 2 present	X2: O6	14	Not used	X4: O14
7	Remote EPO	X14: I7	16	Not used	X4: I16	7	Aircraft Connector Inserted (2)	X2: O7	15	Not used	X4: O15
8	Door Interlock	X27: I8	17	Not used	X4: I17	8	GPU Ready / Com. Error	X2: O8	16	Not used	X4: O16
9	Start/Reset (2)	X2: I9	18	Not used	X4: I18						

Note: please refer to schematic for further information.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Additional I/O port status:

ACR configuration:

Inputs						Outputs					
No	Function	Ref.	No	Function	Ref.	No	Function	Ref.	No	Function	Ref.
1			10			1			9		
2			11			2			10		
3			12			3			11		
4			13			4			12	Not used	X3: O12
5			14	Not used	X2: I14	5			13	400Hz Output 1 On	X4: O13
6			15	Not used	X4: I15	6			14	400Hz Output 2 On	X4: O14
7			16	Not used	X4: I16	7			15	ACR supply voltage present	X4: O15
8			17	ACR supply voltage	X4: I17	8			16	ACR OK / ACR error	X4: O16
9			18	ACR error	X4: I18						

Note: please refer to schematic for further information.

Hoist configuration:

Inputs						Outputs					
No	Function	Ref.	No	Function	Ref.	No	Function	Ref.	No	Function	Ref.
1			10			1			9		
2			11			2			10		
3			12			3			11		
4			13			4			12	Not used	X3: O12
5			14	Not used	X2: I14	5			13	400Hz Output On	X4: O13
6			15	Not used	X4: I15	6			14	Aircraft Connector Signal 1 present	X4: O14
7			16	Cable Down/out	X4: I16	7			15	Cable Down/Out	X4: O15
8			17	Cable Up/In	X4: I17	8			16	Cable Up/In	X4: O16
9			18	Fault	X4: I18						

Note: please refer to schematic for further information.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

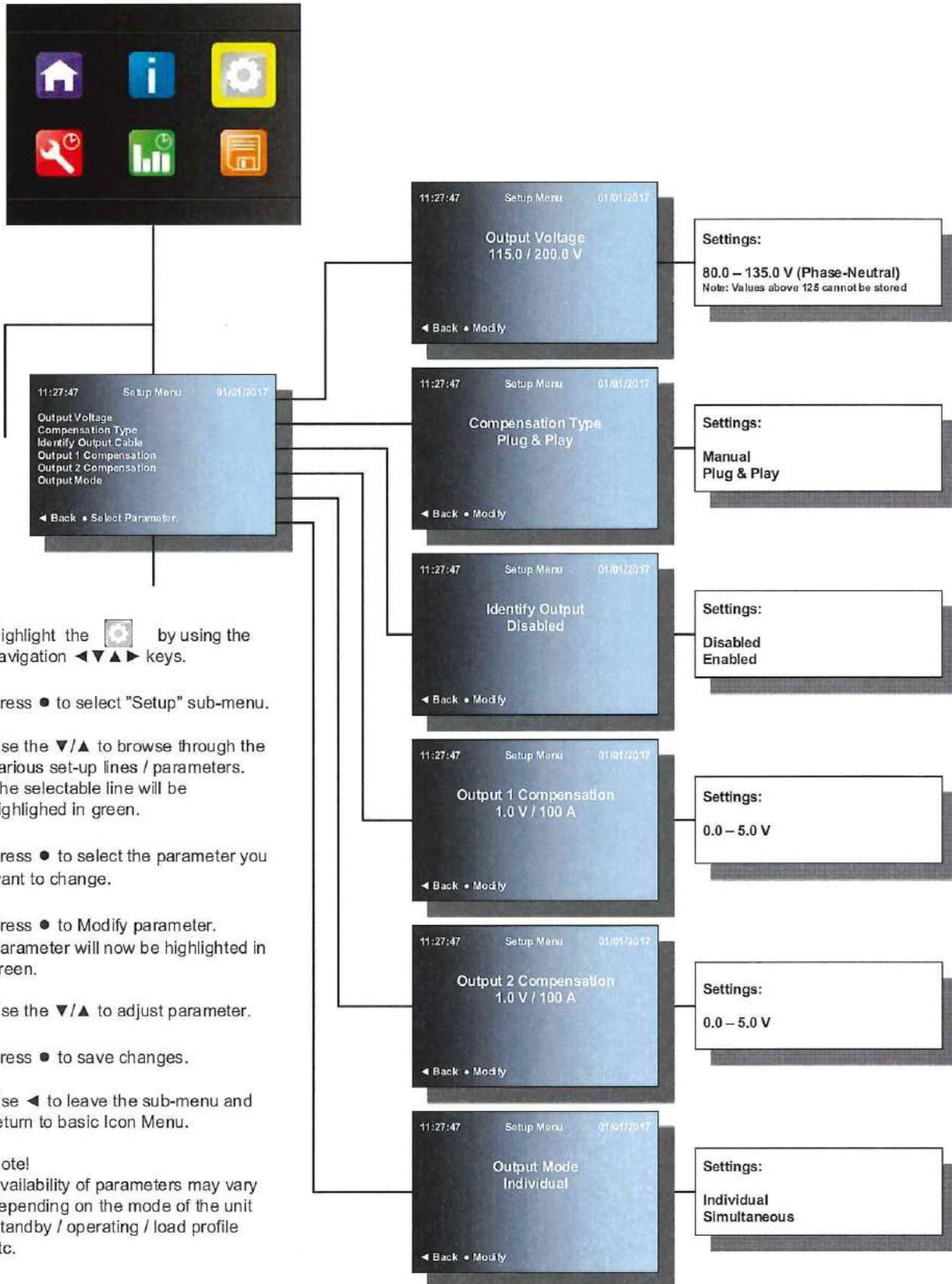
Operator's Instructions

PIT configuration:

Inputs						Outputs					
No	Function	Ref.	No	Function	Ref.	No	Function	Ref.	No	Function	Ref.
1			10			1			9		
2			11			2			10		
3			12			3			11		
4			13			4			12	<i>Not used</i>	X3: O12
5			14	<i>Not used</i>	X2: I14	5			13	<i>Not used</i>	X4: O13
6			15	Pit open Output 1	X4: I15	6			14	<i>Not used</i>	X4: O14
7			16	Pit open Output 2	X4: I16	7			15	<i>Not used</i>	X4: O15
8			17	<i>Not used</i>	X4: I17	8			16	<i>Not used</i>	X4: O16
9			18	<i>Not used</i>	X4: I18						

Note: please refer to schematic for further information.

6.3.2 Setup – Menu structure



Highlight the  by using the navigation ◀▶▲▼ keys.

Press ● to select "Setup" sub-menu.

Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Press ● to save changes.

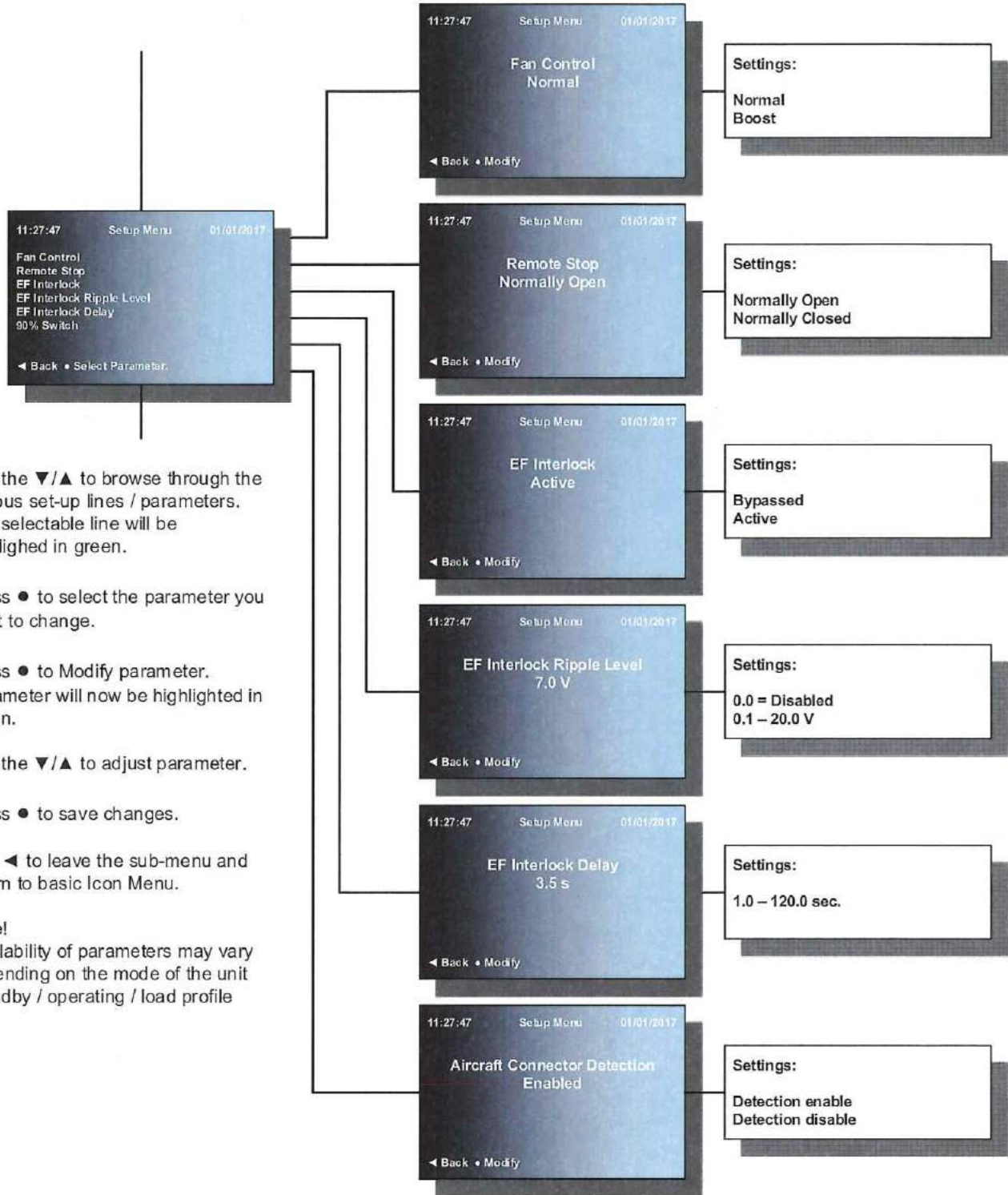
Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!
Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Setup – Menu structure (continued)



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Press ● to save changes.

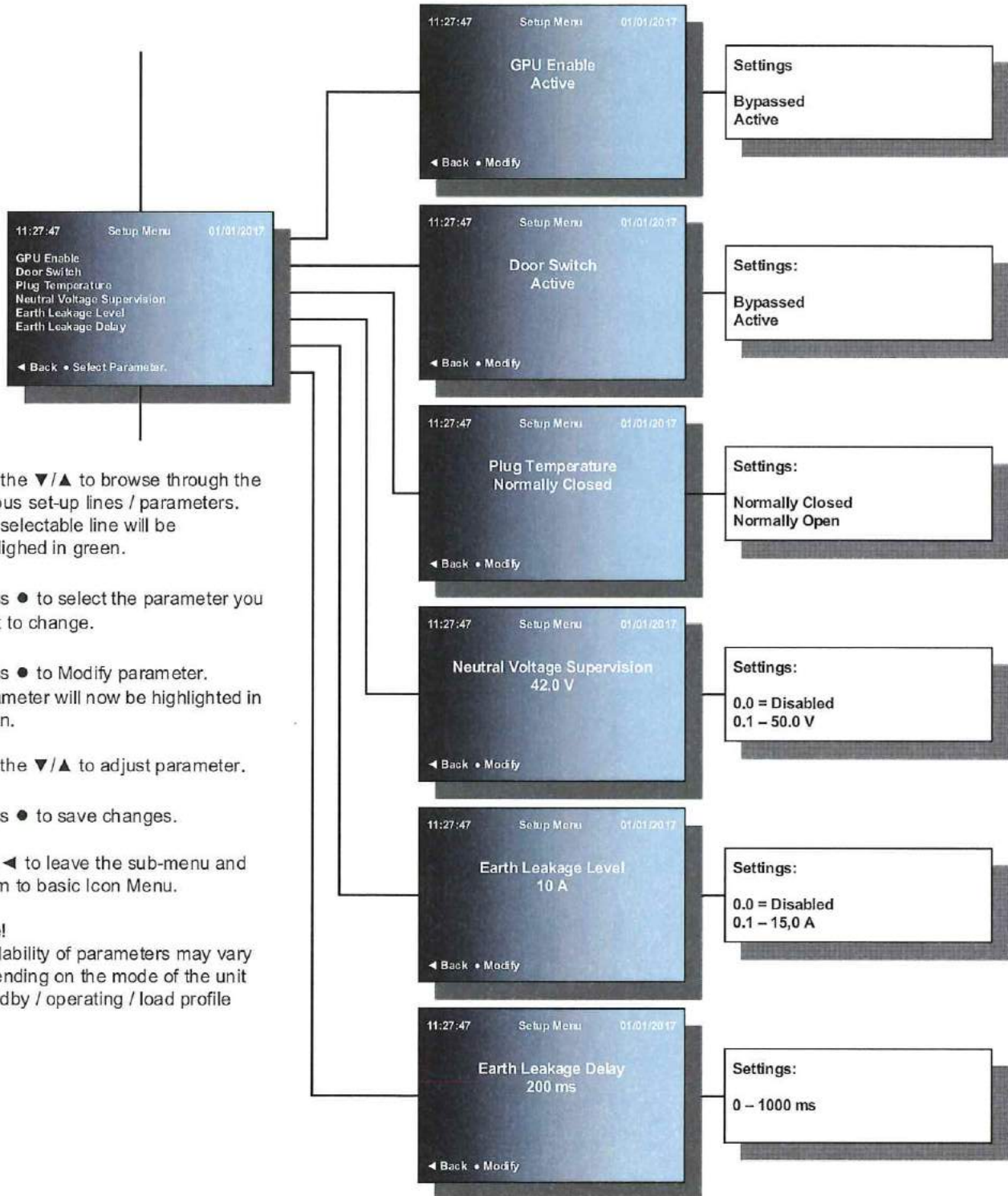
Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!
Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Setup – Menu structure (continued)



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Press ● to save changes.

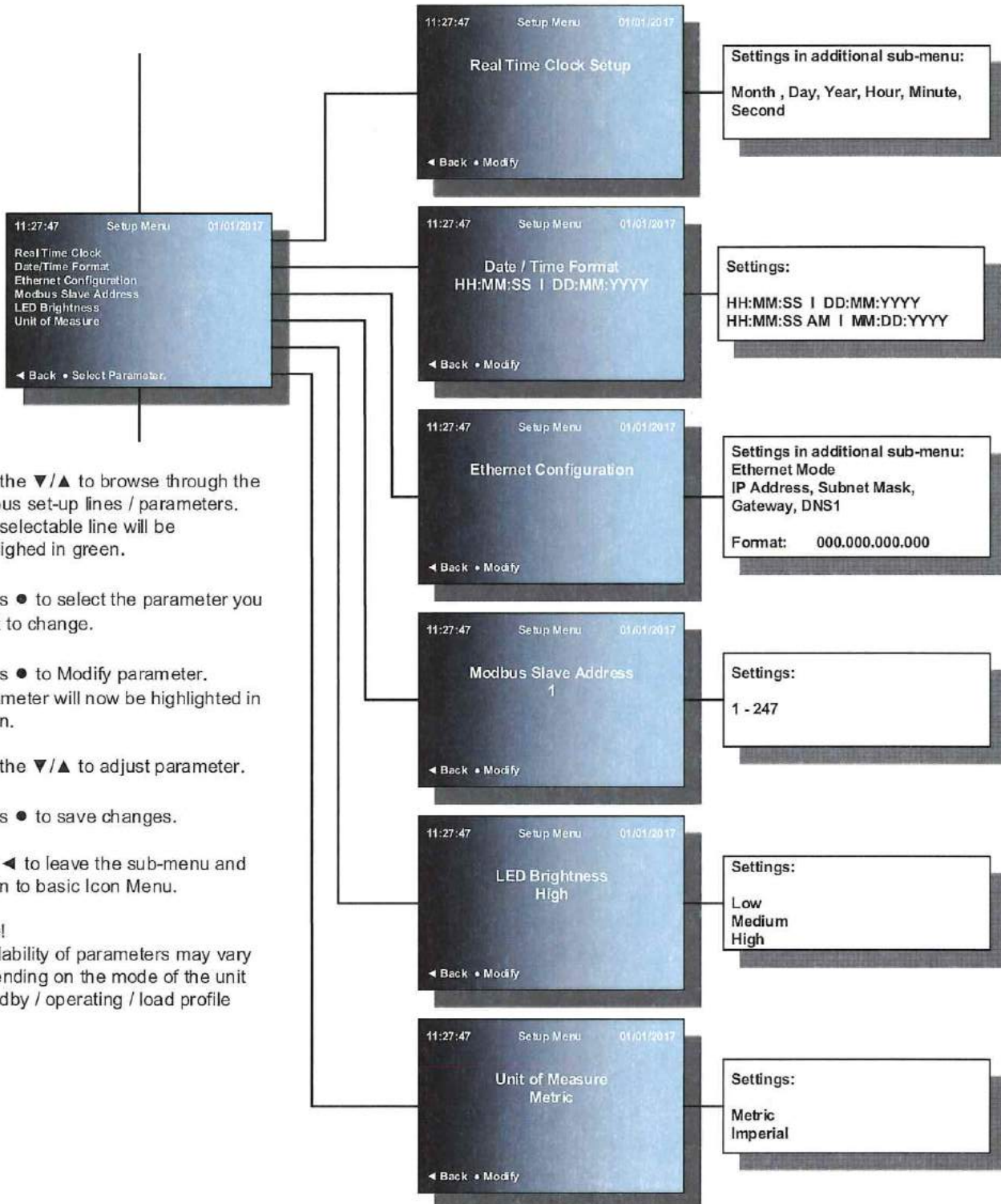
Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!
Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Setup – Menu structure (continued)



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Press ● to save changes.

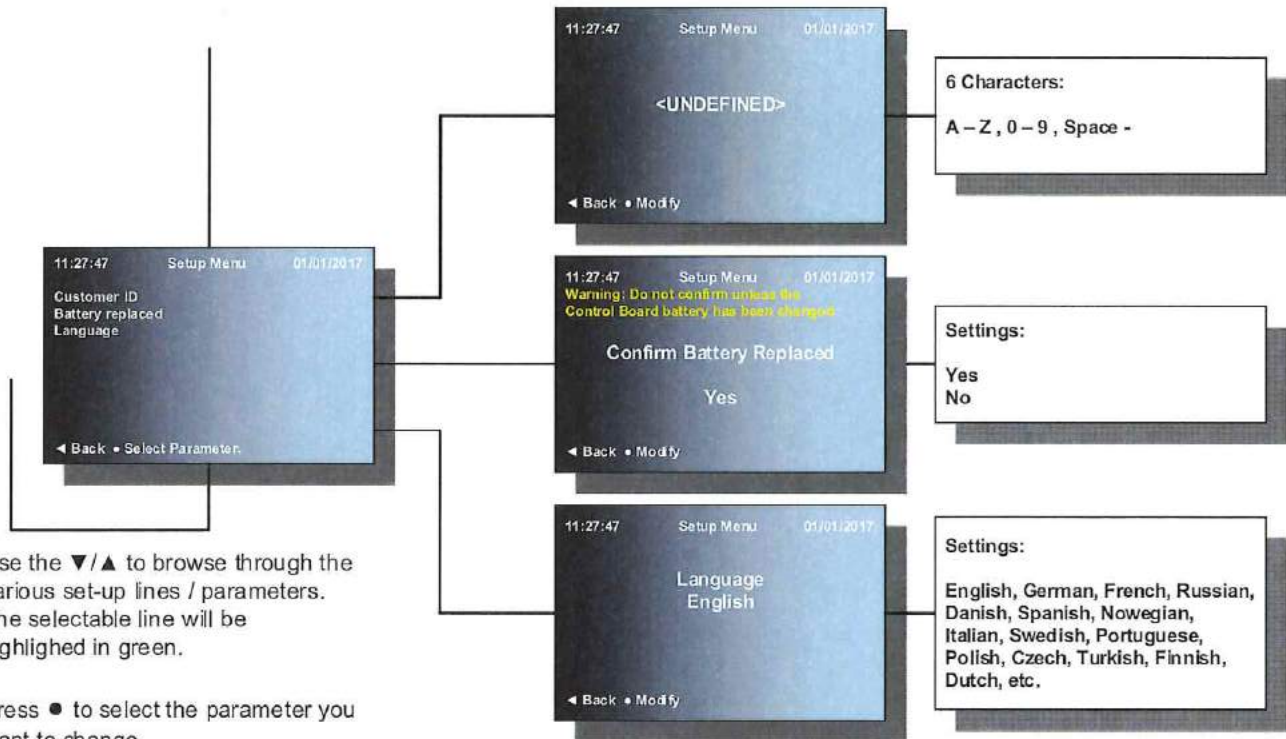
Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!
Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Setup – Menu structure (continued)



Use the ▼/▲ to browse through the various set-up lines / parameters. The selectable line will be highlighted in green.

Press ● to select the parameter you want to change.

Press ● to Modify parameter. Parameter will now be highlighted in green.

Use the ▼/▲ to adjust parameter.

Note!

◀▶ can be used when entering Customer ID

Press ● to save changes.

Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!

Availability of parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

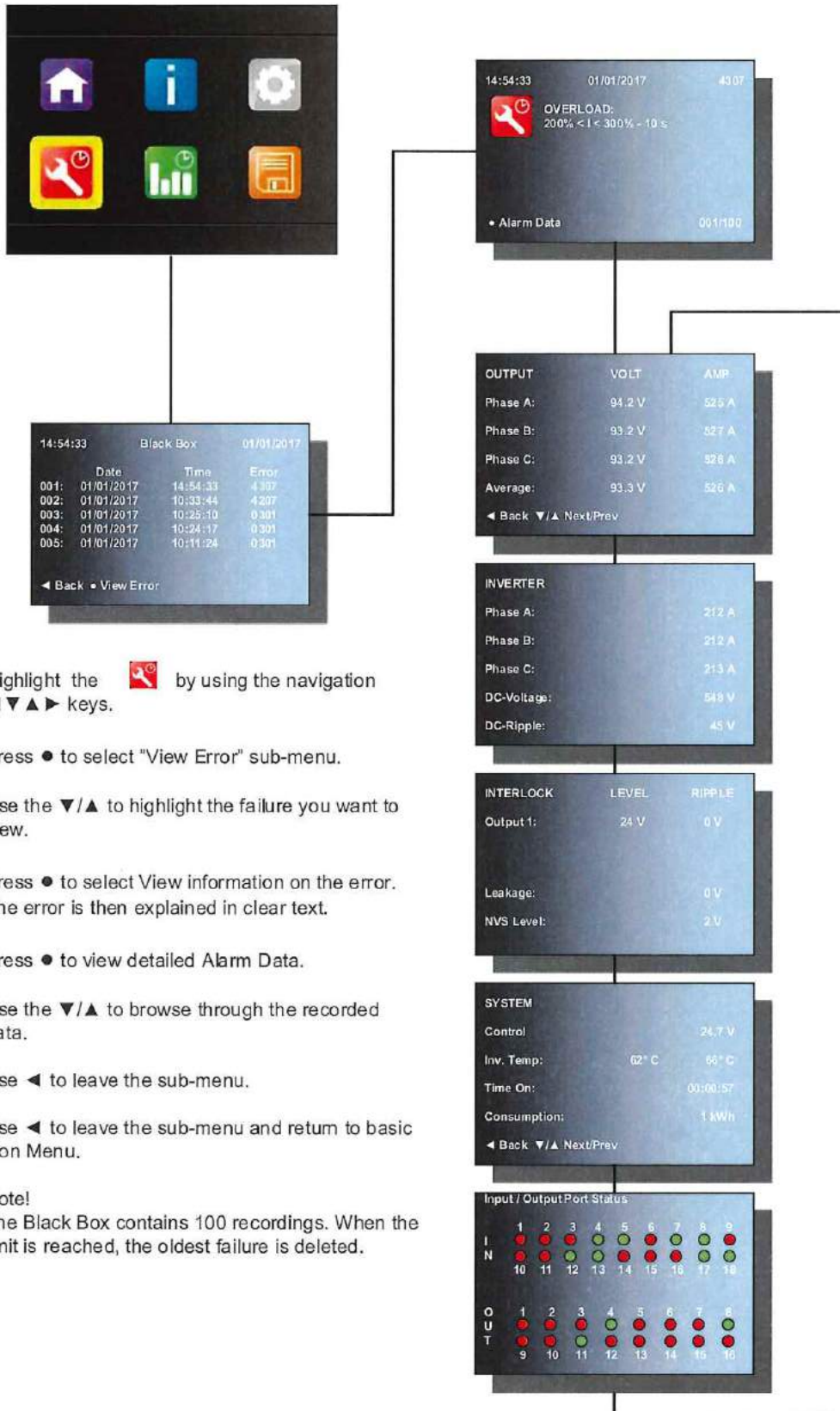
Note!

Values changed in the setup menu are not stored in non-volatile memory before you exit the setup menu. If you disconnect power to the unit without first exiting the setup menu, any changes will be lost.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.3.3 Black Box – Menu structure



Highlight the by using the navigation $\leftarrow \triangleright \blacktriangleleft \blacktriangleright$ keys.

Press \bullet to select "View Error" sub-menu.

Use the ∇ / \blacktriangle to highlight the failure you want to view.

Press \bullet to select View information on the error. The error is then explained in clear text.

Press \bullet to view detailed Alarm Data.

Use the ∇ / \blacktriangle to browse through the recorded data.

Use \blacktriangleleft to leave the sub-menu.

Use \blacktriangleleft to leave the sub-menu and return to basic Icon Menu.

Note!
The Black Box contains 100 recordings. When the limit is reached, the oldest failure is deleted.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

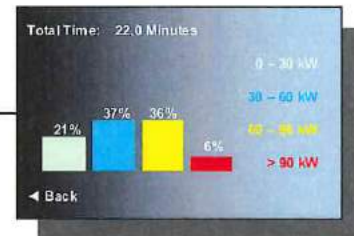
Operator's Instructions

6.3.4 Power Log – Menu structure

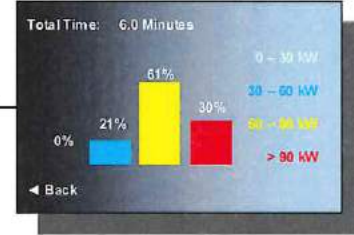


Date	Time	kWh
001: 01/01/2017	10:34:28	0.132
002: 01/01/2017	10:27:21	0.038
003: 01/01/2017	10:03:03	0.001
004: 01/01/2017	10:02:34	0.001
005: 01/01/2017	10:02:00	0.000

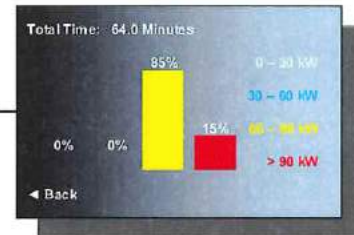
Power Log 001/100
Start Date: 01/01/2017
Start Time: 10:34
Minutes Used: 22
kWh Used: 132.0
◀ Back ▼/▲ Next/Prev ▶ Graph



Power Log 002/100
Start Date: 01/01/2017
Start Time: 10:27
Minutes Used: 6
kWh Used: 38.0
◀ Back ▼/▲ Next/Prev ▶ Graph



Power Log 100/100
Start Date: 24/02/2016
Start Time: 22:17
Minutes Used: 84
kWh Used: 74.0
◀ Back ▼/▲ Next/Prev ▶ Graph



Highlight the by using the navigation ◀▼▲▶ keys.

Press ● to select "Power Log" sub-menu.

Use the ▼/▲ to highlight the Power Log you want to view.

Press ● to select View Log.

The Power Log parameters are then displayed.

Press ● to select Graph view.

or

Use the ▼/▲ to browse to the next recorded event.

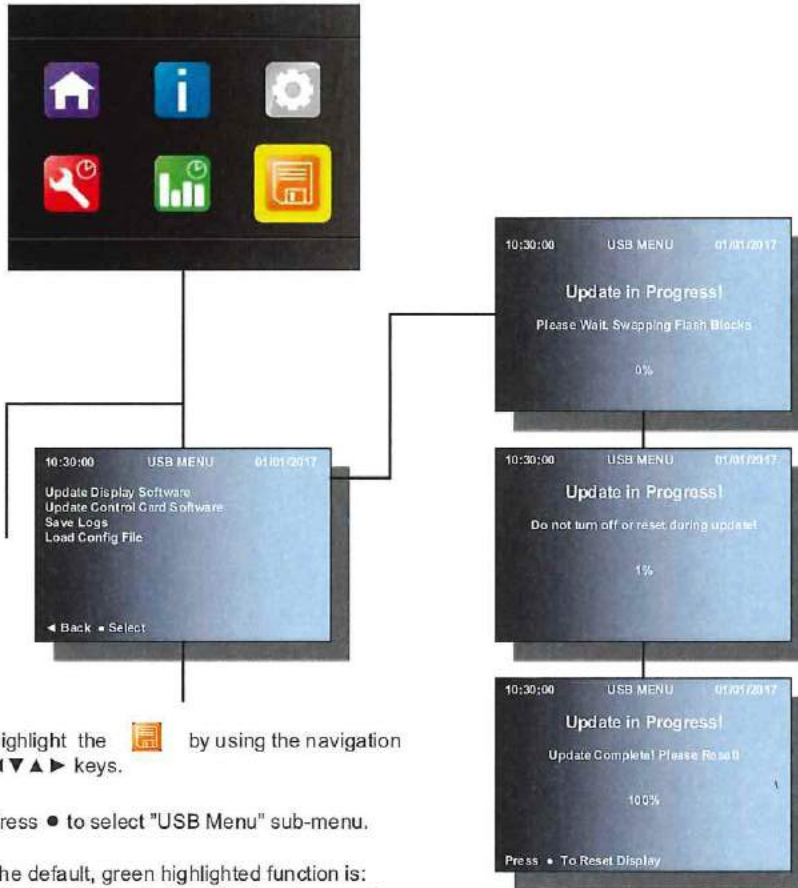
Use ◀ to leave the sub-menu.


Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!

The Power Log contains 100 recordings. When limit is reached, the oldest Log is deleted.

6.3.5 Update Software / Save Logs / Load Config File



Highlight the  by using the navigation **◀▶▲▶** keys.

Press **•** to select "USB Menu" sub-menu.

The default, green highlighted function is: "Update Display Software" otherwise use the **▼/▲** to highlight the function "Update Display Software".

Press **•** to select function and update firmware.

The firmware is now being uploaded to the display card. Upload % is counting from 0% to 100% and "Update Complete! Please Reset" is displayed, when the update has been completed.

To Reset the unit, press **•** button.

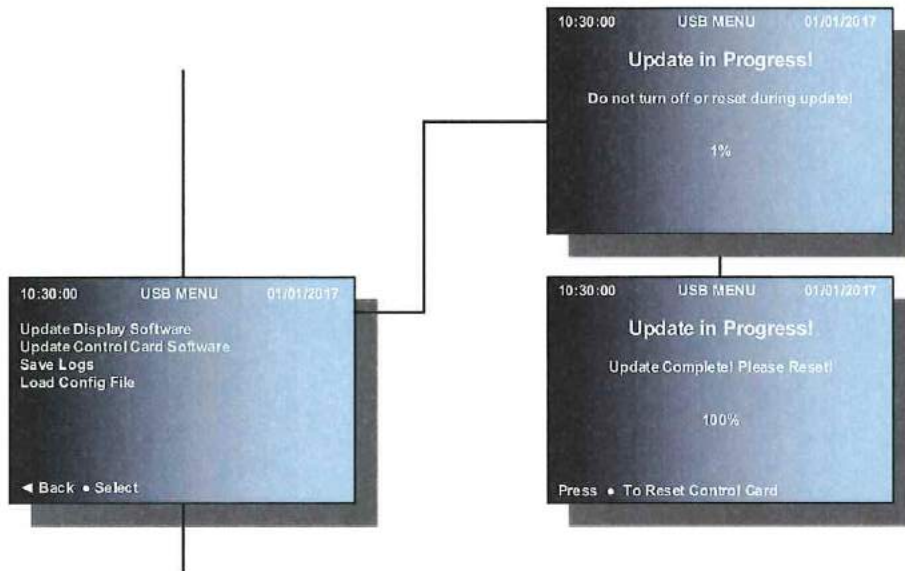



USB connection Display

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Update software / Save Logs / Load Config File (continued)



Highlight the  by using the navigation **◀▶▲▶** keys.

Press **●** to select "USB Menu" sub-menu.

Use the **▼/▲** to highlight the function "Update Control Card software".

Before pressing **●** to select "Update control card software", please remember to insert an USB stick into the USB port on the control card (located on the interface board).

Press **●** to select function and update firmware.

The firmware is now being uploaded to the control card. Upload % is counting from 0% to 100% and "Update Complete! Please reset" is displayed, when the update has been completed.

To Reset the unit, press **●** button.

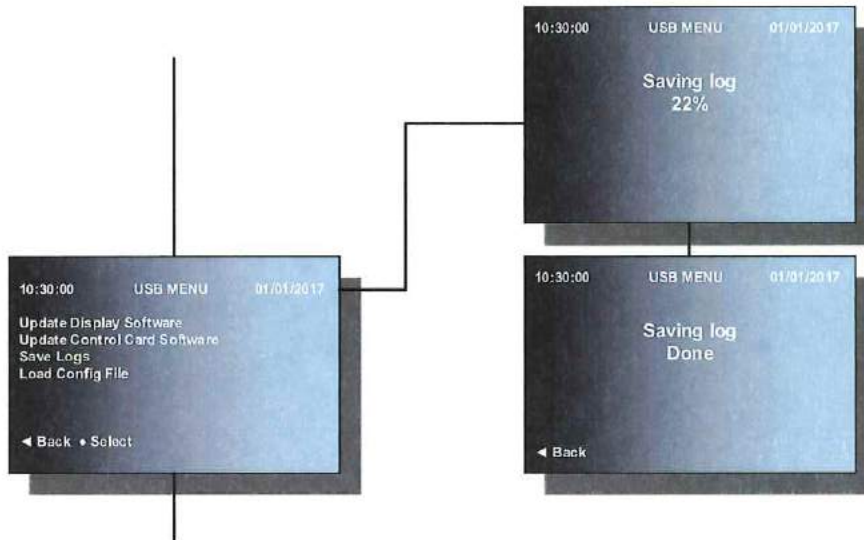



USB connection
Control card

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Update software / Save Logs / Load Config File (continued)



Highlight the  by using the navigation **◀▼▲▶** keys.

Press **●** to select "USB MENU" sub-menu.

Use the **▼/▲** to highlight the function "Save Logs".

Before pressing **●** to select Save logs, please remember to insert a USB stick into the USB port on the display (located on back of the front door).

Press **●** to select function.

The logs are now saved to the USB stick. Saving log % is counting from 0% to 100% and "Done" is displayed, when the saving has been completed.

The logs are saved as one CSV File and can be viewed with the **ITW GSE Service Tool**.

Note!

The USB stick can be inserted while the unit is connected to the power.

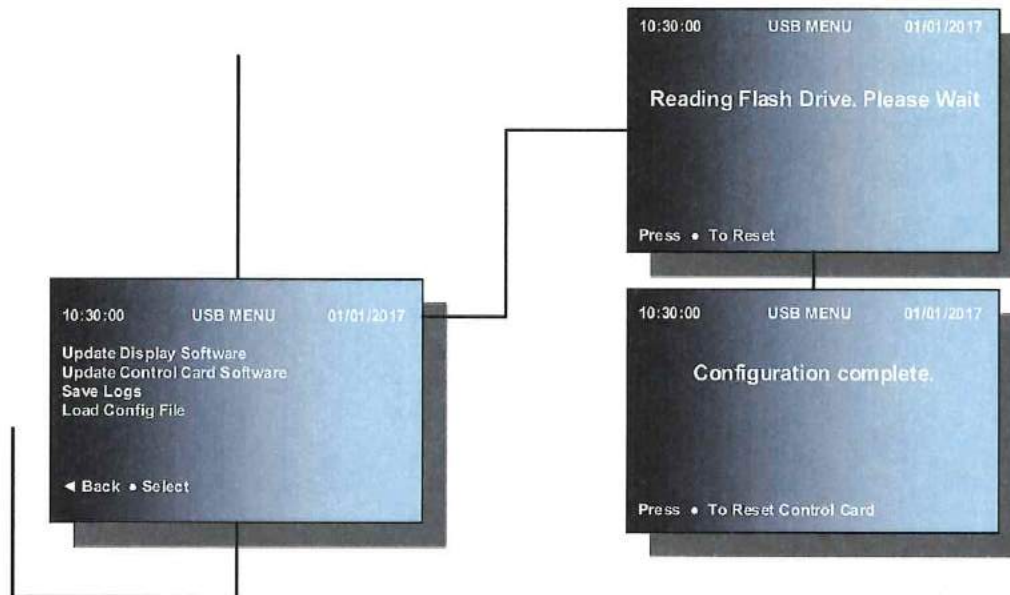


USB connection Display

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

Update software / Save Logs / Load Config File (continued)



Highlight the  by using the navigation     keys.

Press ● to select "USB MENU" sub-menu.

Use the ▼/▲ to highlight the function "Load Config File".

Before pressing ● to select Load Config File, please remember to insert a USB stick, with the configuration file you received from ITW GSE, into the USB port on the display (located on back of the front door).

Press ● to select function.

The new configuration of the unit are now uploaded from the USB stick and "Configuration complete" is displayed, when uploading has been completed.

Press ● to reset Control Card.

Note!

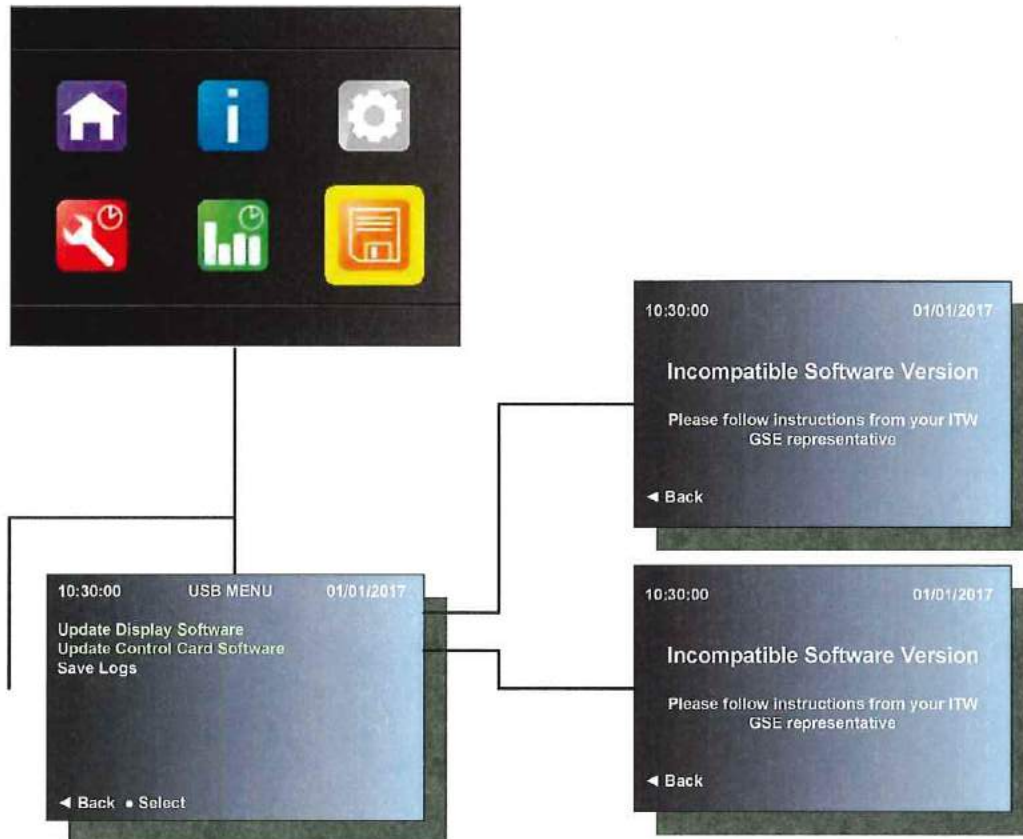
The USB stick can be inserted while the unit is connected to the power.



USB connection Display

6.3.6 Incompatible Software Version

If you try to install **Special Software** (Display Board or Control Card) in a unit with **Standard Software** or vice versa, you will be prompted “**Incompatible Software Version**”.



Before changing software versions consult ITW GSE or if your intention really is to continue, as you already contacted / received the software files from ITW GSE, use below guidance to update software:

1. Press ▼ & ▲ simultaneously for 5 seconds, software will start automatically and will be updated.
2. Repeat step number 1 for updating the other Board / Card.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Operator's Instructions

6.4 Default Factory Settings

Output Voltage (V):	115.0/200.0
Compensation Type:	Manual (Plug & Play if GPU supplied with cable)
Output 1 Compensation (V):	0.0 (Set if the GPU are supplied with cable)
Output 2 Compensation (V):	0.0
Output Mode:	Individual (Depending on configuration)
Fan Control:	Normal
Remote Stop:	Normally Open
EF Interlock:	Bypassed (Active if GPU supplied with cable)
EF Interlock Ripple Level (V):	20.0
EF Interlock Delay (sec.):	3.5
Aircraft Connector detection:	Disabled (Enabled if supplied with cable & 90% Switch/split "F" pin)
GPU Enable:	Bypassed
Door Switch:	Bypassed (Active with option 578809)
Cable Temperature:	Normally Open
Neutral Voltage Supervision (V):	42.0
Earth Leakage Level (A):	15.0
Earth Leakage Delay (ms):	1000
Real Time Clock Setup:	Actual (Manufacturer's location)
Ethernet Configuration:	192.168.1.100
Modbus Slave Address:	1
LED Brightness:	Medium
Date/Time Format:	HH:MM:SS & DD:MM:YYYY
Unit of Measure:	Metric (International) / Imperial (Americas)
Language:	Actual

7.0 Setup Lock / Output Mode / Compensation

7.1 Preventing changes of setup parameters

To avoid unintentional modification of the setup parameters, it is possible to block the access to the setup mode, by means of a DIP switch situated on the Display Board A3.

Note!

If the DIP switch is set to blocked, pressing the SW1 enables the user to enter the setup menu within 10 seconds. After the time elapses the menu will be blocked again.

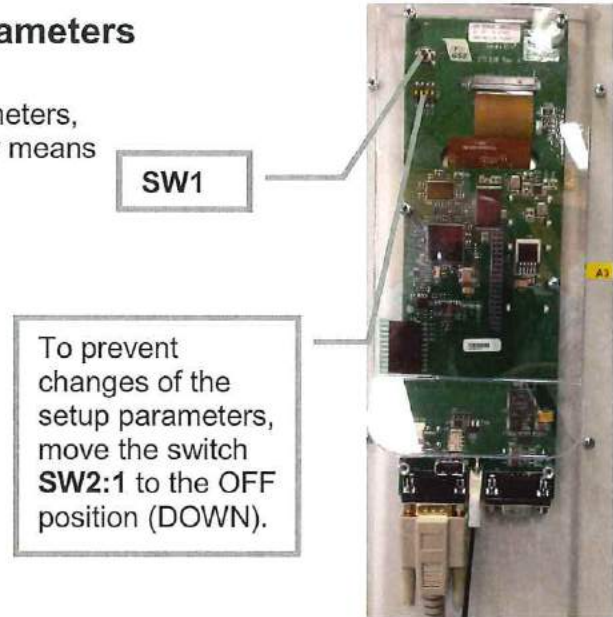


Fig. 7.1.1 Display Board A3

7.2 Output Voltage

This setup submenu allows the output voltage to be adjusted between 80.0 VAC and 135 VAC using the UP and DOWN navigation buttons (Values above 125 volt cannot be stored).

Please note that the acceptable voltage range for all commercial aircraft is 115V \pm 3V. This range is even tighter for some aircraft.

Enter the Setup Menu and then scroll up or down to the Output Voltage submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.3 Plug & Play Cable compensation

The unique Plug & Play compensation system automatically identifies all relevant cable parameters to keep the voltage at the aircraft connector constant, at all aircraft loads.

1. With the output off, short circuit the aircraft connector using Calibration Plug (P/N 591100).
2. Enter the Compensation Type submenu and select "PLUG & PLAY".
3. Enter the "IDENTIFY OUTPUT" submenu and select "ENABLE".
4. Initiate the cable identification process by pressing the ground power unit's START button.



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Setup Lock / Output Mode / Compensation

5. The cable parameters are identified and the ground power unit returns to Standby Mode.
6. Remove the Auto Calibration Plug and the ground power unit is ready for use.

Note! If the unit is equipped with 2 outputs, Plug & Play compensation must be set for each output. Please refer to the previous section regarding Output Mode selection.

7.4 Manual Compensation

This is the traditional method of cable compensation. The output voltage is increased in proportion to the load current (Volt / 100 A). This method is used where the influence of non-symmetrical cables, unbalanced load and varying power factor can be neglected or the Auto Calibration tool isn't available. Manual compensation is typically used for ground power units equipped with two outputs that are used at the same time.

1. Apply full load to output 1.
2. Enter the Compensation Type submenu and select "MANUAL".
3. Enter the "OUTPUT 1 COMPENSATION" submenu. Press the center button to allow the value to be adjusted.
4. Adjust the compensation using the vertical arrow buttons until the voltage at the aircraft connector equals the no load value. Press the ● button to accept this value

If the unit is equipped with a second output, repeat the above steps for "OUTPUT 2".

7.5 Output Mode

When the unit has 2 outputs, the "Output Mode" submenu is used to set either "Individual" or "Simultaneous" mode of operation.

If the output mode has been set to "Individual", the outputs can be used individually and the unit uses Plug & Play compensation if it has been set up (See paragraph 7.3).

If the output mode has been set to "Simultaneous", both outputs can be used at the same time. If only 1 output is used, the unit uses Plug & Play compensation. When both outputs are used at the same time, the unit uses manual compensation.

To obtain the correct operation of the voltage compensation, it is essential that both types of compensation (Plug & Play and Manual Compensation) have been set beforehand - and for each output.

Note!

An aircraft requires an input voltage of 115V ±3V. The unit can only compensate for a maximum voltage drop of 14 V since the highest output voltage is limited to 129 V. When extremely long 400 Hz distribution cables are used, it might be necessary to use parallel output cables to stay within the required aircraft voltage. Enter the Setup Menu and then scroll up or down to the Output Mode submenu. Press the center ● button to enter the submenu and then press the ● button again to allow

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Setup Lock / Output Mode / Compensation

the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.6 Fan Control

The default is set to Normal. This allows the software to control the speed of the fan based on the internal temperature of the unit. Boost mode should be selected when the GPU is running in a high ambient temperature area at full load and the unit is used more or less continuously due to short turnaround times at the gate. When the Boost mode is selected after the unit has been used, the fans keep running for 20 minutes to cool down the magnetics. This ensures that the starting temperature for the magnetics will be close to the ambient temperature before starting the next cycle of operation.

Enter the Setup Menu and then scroll up or down to the Fan Control submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.7 Remote Stop

In the United States the Remote Stop push button contacts must be Normally Closed. This is not the case in other parts of the world. This setting is used to match what is being used at the site.

Go into the Setup Menu and then scroll up or down to the Remote Stop submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.8 EF Interlock

The EF interlock is a personnel and equipment safety feature that is found in all commercial aircraft. This 28VDC signal will not be present until the SSFC closes its output contactor and provides 400 Hz power to the aircraft. The aircraft will evaluate the 400 Hz power and if it is within the aircraft's tolerance limits it will then close a relay in the aircraft to provide a 28VDC signal to the "F" pin/wire in the power connector plug/cable.

Some load banks do not provide this EF Interlock so the EF interlock function in the unit has to be bypassed. Do not set this value to Bypassed for normal operation with aircraft. This setting is only to be used by qualified personnel for testing the SSFC unit or when the unit will be providing power to equipment outside of an aircraft.

Note!

The value will be automatically reset to Active if the unit detects 28 volts on the "F" pin input of the I/O board.

Go into the Setup Menu and then scroll up or down to the EF Interlock submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Setup Lock / Output Mode / Compensation

7.9 EF Interlock Ripple Level

The EF Interlock Ripple Level is part of the Neutral Voltage Displacement circuit. If an aircraft has a large unbalanced load and the aircraft power cable has a broken neutral, then it is possible for the aircraft frame to be energized to a dangerous level. This condition will result in an AC voltage induced onto the EF DC signal.

This submenu sets the trip level for the AC ripple on the DC EF interlock signal. The default value is 20.0 volts and a setting of 0.0 volts disables the function.

Go into the Setup Menu and then scroll up or down to the EF Interlock Ripple Level submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.10 EF Interlock Delay

Some of the newer aircraft take a longer time between when 400 Hz power is supplied to the aircraft and when the aircraft returns the 28 VDC EF Interlock signal. This setting allows the adjustment of the amount of time the unit will wait until determining that the EF signal is not present and that the output power should be shut off. The default value is 3.5 seconds.

Go into the Setup Menu and then scroll up or down to the EF Interlock Delay submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.11 Aircraft Connector Insertion

Some aircraft power cables are equipped with a micro-switch or split "F" pin in the connector. This device sends a 28 VDC signal to the unit when the connector is inserted at least 90% of the way into the aircraft power receptacle. Set this submenu value to Enable when such a cable is connected to the unit. The default value is set to Disable.

Go into the Setup Menu and then scroll up or down to the Aircraft Connector Insertion submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.12 GPU Enable

Some airports utilize a key card reader or key lock to keep track of who is using the GPU. This feature prevents the GPU from turning on the output unless the GPU Enable signal is present. The default value is Bypassed.

Go into the Setup Menu and then scroll up or down to the GPU Enable submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Setup Lock / Output Mode / Compensation

7.13 Door Switch

Some GPUs have a door interlock switch installed on the front door. When the front door is opened the unit will shut off when this submenu is set to Active. Use this submenu to bypass the door switch during maintenance operations.

Go into the Setup Menu and then scroll up or down to the Door Switch submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.14 Cable Temperature

Some aircraft cables have temperature sensors installed in the connector. This submenu allows the unit to accept Normally Opened or Normally Closed temperature sensor switches to be used.

Go into the Setup Menu and then scroll up or down to the Cable Temperature submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.15 Neutral Voltage Supervision

If the output Neutral wire is not connected to the chassis ground then the unit can monitor the voltage difference between aircraft neutral and ground. If the voltage is greater than the set value (typically 42 volts) an unsafe condition exists and the unit will shut off the output power. The default value is 42 volts and the function is disabled if the value is set 0.0 volts.

Go into the Setup Menu and then scroll up or down to the Neutral Voltage Supervision submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.16 Earth Leakage Level

If the output Neutral wire is connected to the chassis ground and the neutral wire breaks while there is an unbalanced aircraft load then an unsafe condition exists. This function monitors the current in the ground wire. If the current exceeds the set value (typically 15 A) for a set time (set in the Earth Leakage Delay submenu), an unsafe condition exists and the unit will shut off the output power. The default value is 15 A. The function is disabled if the value is set to 0.0 A.

Go into the Setup Menu and then scroll up or down to the Earth Leakage Level submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed.

Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Setup Lock / Output Mode / Compensation

7.17 Earth Leakage Delay

This submenu is used in conjunction with the Earth Leakage Level submenu. The default value is 1000 ms.

Go into the Setup Menu and then scroll up or down to the Earth Leakage Delay submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.18 Real Time Clock Setup

This set of submenus allows the user to adjust the internal clock to the correct local time.

Go into the Setup Menu and then scroll up or down to the Real Time Clock Setup submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.19 Date/Time Format

The date and time format that is displayed on all of the screens and reports can be adjusted using this submenu. The selection is a 24 hour clock and DD:MM:YYYY date format or a 12 hour clock with the MM:DD:YYYY date format.

Go into the Setup Menu and then scroll up or down to the Date/Time Format submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.20 Ethernet Configuration

This set of submenus allows the user to enter the Ethernet IP address, Subnet Mask, Gateway address and DNS1 values for TCP/IP communications with a BMS or RMS central monitoring system.

Go into the Setup Menu and then scroll up or down to the Ethernet Configuration submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.21 Modbus Slave Address

If the unit will be part of an RS-485 Modbus RTU BMS/RMS monitoring system, it must be assigned a Modbus Slave Address. This submenu allows the user to enter the slave address.

Go into the Setup Menu and then scroll up or down to the Modbus Slave Address submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Setup Lock / Output Mode / Compensation

7.22 LED Brightness

The unit status LED's have three brightness levels. The default is set to medium.

Go into the Setup Menu and then scroll up or down to the LED Brightness submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.23 Unit of Measure

This submenu is used to set the unit of measurements to Metric or Imperial.

Go into the Setup Menu and then scroll up or down to the Unit of Measure submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.24 Customer ID

This submenu allows the user to assign a name to the unit for reporting purposes when Fault or Power Log files are saved to a USB stick or drive.

Go into the Setup Menu and then scroll up or down to the Customer ID submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Use the right arrow to advance to the next character. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.25 Battery Replaced

Use this submenu to reset the battery replacement timer after finishing the procedure described in Section 8.2.

Go into the Setup Menu and then scroll up or down to the Battery Replacement submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

7.26 Language

This submenu is used to change the language that all of the display screens, messages, alarms and reports are displayed in. The unit comes with English, German, French, Russian, Danish, Spanish, Norwegian, Italian, Swedish, Portuguese, Polish, Czech, Turkish, Finnish, Dutch etc. already installed. The default is set to English.

Go into the Setup Menu and then scroll up or down to the Language submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Service, Maintenance, Overhaul

8.0 Service, Maintenance, Overhaul

To make certain that the unit is always ready for use it must be maintained on a regular basis.



Only qualified personnel should remove covers for service, maintenance or overhaul purposes.

8.1 Recommended Maintenance Schedule

- Check aircraft connector. Daily / upon use
- Check output cable for damaged insulation. Weekly
- Verify function of the Aircraft Connector Switch, if present. Quarterly
- Check air-filters - Wash or change as appropriate. Quarterly
- Check that all fans are running properly.
(use Boost mode in Fan Control setup submenu) Yearly
- Check rubber seals at front door, rear panel. Yearly
- Check internal bolt/screw and wire connections. Yearly
- Visual inspection of PCB's - control unit / gate drive. Yearly
- Verify proper operation of the output contactors' contact sets and coil Yearly
- Verify the output voltage at aircraft connector(s) with and without load Yearly

Especially for mobile units

- Check tires for wear and tear Yearly
- Check correct air pressure (4.3 Bar = 62 PSI) Quarterly

8.2 Battery back-up & replacement

Situated on the back of the control board there is a coin type lithium battery which ensures that Firmware / Setup data etc. are not lost during mains drop-outs. The expected life of the battery is approximately 7 years. Note, a low battery voltage does not affect the internal safety system of the GPU that monitors the output voltage, among others. Thus aircraft connected to the GPU are not exposed to any danger. However, to avoid loss of data and Control Board lock up *, we recommend changing the battery after **5 years** of use.

Note!

A time stamp is stored in the ID chip (A6) upon production and after 5 years a warning occurs at the display, telling the user/operator to replace the Control Board battery.

It is strongly recommended to change the battery when this message is shown:



Fig. 8.2.1

To allow the user/operator to use the converter, it is possible to postpone the battery change, by pressing the ◀ (left arrow) push button.

The warning message occurs 90 seconds after the unit is powered on or the output contactor(s) are opened (the unit is in Standby Mode). If this message is ignored for 6 months the controls will be locked out and the below failure message will be displayed.



Fig. 8.2.2

The battery has to be changed before the unit can be operated again.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Service, Maintenance, Overhaul



To ensure high reliability of the back-up battery, the only type of battery that can be used on the Control Board is the Panasonic BR-2032



Before removing the Control Board and to avoid any static discharge to the Control Board during the replacement of the battery, please take ESD (Electro Static Discharge) precautions.

How to change the battery:

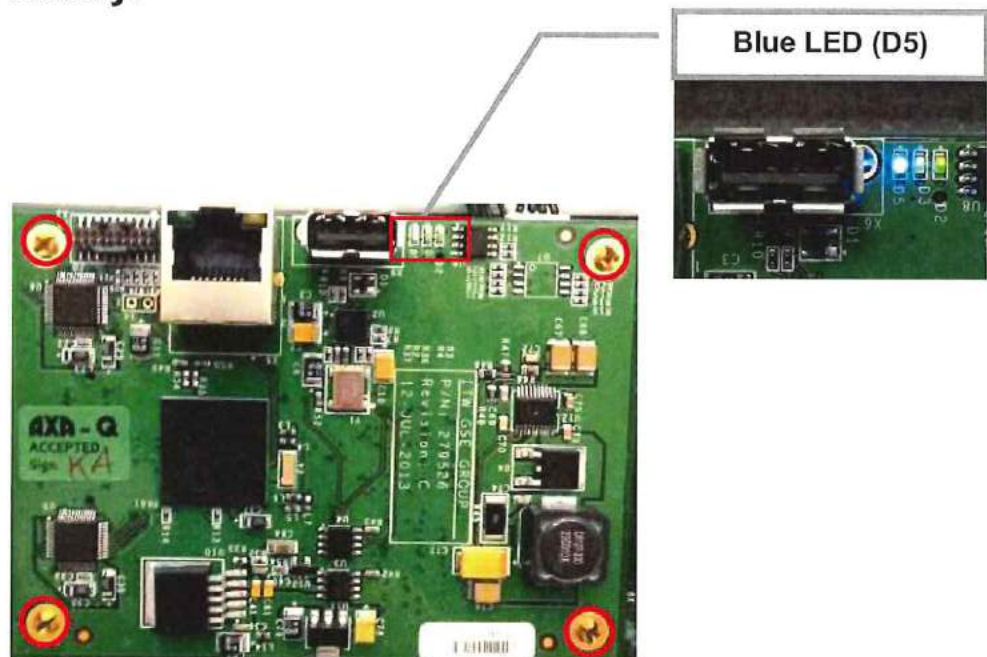



Fig. 8.2.3 Control Board (front view)

To replace the battery, **Switch OFF** the unit by means of Q1. Remove the Control Board from its 4 posts marked with a  in Figure 8.2.3. Place the PCB on an insulated surface, with the back side face up.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Service, Maintenance, Overhaul

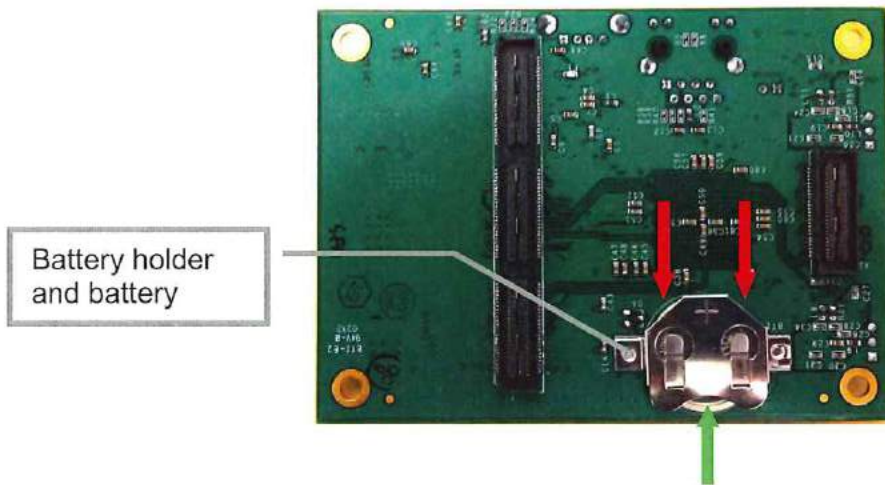


Fig. 8.2.4 Control Board (rear view)

Before you remove the battery from the holder, make sure that the replacement battery is within reach, as the **Control Board must not be without battery power for more than 30 seconds**.

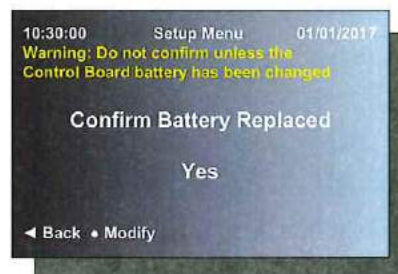
Otherwise, all firmware and the setup data will be erased. *

Remove the battery from the holder using a small **insulated** screwdriver to push out the battery, direction indicated by the two red arrows on Figure 8.2.4 and insert the new battery in the direction of the single green arrow on Figure 8.2.4.

Mount the control board on the interface board again by gently pressing the PCB to its rest on the Interface Board. Make sure that all 4 corners are fully pressed towards the Interface Board.

Switch on the unit via the input switch Q1 and close the door. The unit now passes through the initialization test and goes into standby mode.

Enter the setup menu and select menu item "Battery Replaced" to confirm new battery installation.



* Important Note!

If the blue LED on the Control Board (location can be found on the Fig. 8.2.3) flashes with approximate 2 flashes per second and the display reports "Communication Error", the firmware on the Control Board has been erased. The Control Board must be sent to ITW GSE to be reloaded.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Troubleshooting & Repair

9.0 Troubleshooting & Repair



Only have qualified personnel remove covers for troubleshooting and repair. Please be aware that the DC capacitors can remain charged to a dangerous voltage **up to 5 minutes** after the mains input power has been disconnected.

Usually the display text provides sufficient information to get the ground power unit into operation again. In case the display is blank, please check Q4 (Circuit Breaker) and fuse F3 at the Interface Board A2 (corresponding LED D8). The following fuses are located on the Interface Board (A2):

Fuse #	Applicable for	Type	Rated voltage	Amp rating
F1 (D24)	I/O Fuse	ATO Blade Fuse	32 V	2 A
F2 (D24)	I/O Fuse	ATO Blade Fuse	32 V	2 A
F3 (D8)	Display Fuse	ATO Blade Fuse	32 V	2 A
F4 (D2)	Interface Fuse	ATO Blade Fuse	32 V	5 A
F5 (D4)	Fan Fuse	ATO Blade Fuse	32 V	10 A



Fig. 9.0.1 Fuses F1-F5 and LED indication (A2 Interface Board)

If the displayed text does not provide sufficient information to solve the problem, Table 1, Table 2 and Table 3 (section 9.1) suggest corrective actions to be carried out for each error code.

Additional error information regarding the output voltage, overload, covering the error codes area can be derived from the error code according to the following directions:

Output Voltage: 30xx / 31xx / 35xx

Overload: 40xx / 41xx / 42xx / 43xx / 44xx / 45xx / 46xx / 47xx

Phase code:

xx01 = Phase A

xx02 = Phase B

xx03 = Phase A & B

xx04 = Phase C

xx05 = Phase A & C

xx06 = Phase B & C

xx07 = Phase A, B & C

Examples: Error Code 3501 refers to "Output Voltage Too Low" at phase A.

Error Code 4407 refers to "Overload I > 300% - 1 sec." at all 3 output phases.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Troubleshooting & Repair

9.1 Fault Guidance

In case you need to contact us for further fault guidance, please do not forget to enter the serial number of the GPU (found at the rating plate) and the actual error code on the fault-finding form that can be downloaded from www.itwgse.com

List below shows the complete list of error codes and first corrective action:

Error code	Error text in display	Help text	1st. Corrective action
0	NO ERRORS		
100	LOGGING UNSUCCESSFUL		Press start to reset
200	CONTROL BOARD FAILURE	Watchdog Timeout	
201	CONTROL BOARD FAILURE	CRITICAL: Memory Error	
202	WRONG SOFTWARE VERSION		Install correct software version
250	UPDATE FAILED		Please retry operation
300	CONTROL VOLTAGE LOW	Control Voltage < 20V (Running)	Press start to reset
301	CONTROL VOLTAGE LOW	Control Voltage < 20V (Standby)	
350	F1 OR F2 FUSE BLOWN		Replace fuse F1/ F2 and press start to reset
400	EMERGENCY STOP ACTIVATED		Release emergency stop and press start to reset
500	CONTROL BOARD ADC0 FAILURE		Press start to reset
600	CONTROL BOARD ADC1 FAILURE		
700	CONTROL BOARD BATTERY FAILURE		
750	REAL-TIME CLOCK NOT SET	Please set to current time and date	Set time & date
800	INPUT VOLTAGE TOO LOW	Voltage < 340V – 500ms	Press start to reset
900	INPUT VOLTAGE TOO HIGH	Voltage > 460V – 500ms	
1000	SOFTSTART ERROR	DC Voltage < 400V	
1100	DC VOLTAGE TOO LOW	DC Voltage < 300V - 30ms	
1200	DC VOLTAGE TOO HIGH		
1201	DC VOLTAGE TOO HIGH	DC Voltage > 800V – 30 s	
1202	DC VOLTAGE TOO HIGH	DC Voltage > 850V - 2.5ms	
1300	DC CAPACITOR SHARING ERROR	DC Voltage > 850V	
1400	DC RIPPLE TOO HIGH	DC Ripple > 20V – 3 minutes	
1450	DC RIPPLE TOO HIGH	DC Ripple > 10V – 5s	
1501	INVERTER TEMP TOO HIGH	IGBT 1 Temperature > 110 °C	
1502	INVERTER TEMP TOO HIGH	IGBT 2 Temperature > 110 °C	
2000	GATE VOLTAGE ERROR	CPLD Unknown Fault	
2000+code	GATE VOLTAGE ERROR	IGBT XY Ready	
2000+code	GATE VOLTAGE ERROR	IGBT XY Fault	
3000	OUTPUT VOLTAGE TOO HIGH	Voltage > 130V - 250ms	
3100	OUTPUT VOLTAGE TOO HIGH	Voltage > 140V - 15ms	
3500	OUTPUT VOLTAGE TOO LOW	Voltage < 104V - 500ms	
4000	OVERLOAD: 100% < I < 125% - 600 s	Phase X	
4100	OVERLOAD: 125% < I < 150% - 60 s	Phase X	
4200	OVERLOAD: 150% < I < 200% - 30 s	Phase X	
4300	OVERLOAD: 200% < I < 300% - 10 s	Phase X	
4400	OVERLOAD: I > 300% - 1 s	Phase X	
4500+code	SHORT CIRCUIT AT OUTPUT	Phase X	
4600+code	FILTER CURRENT TOO LOW	Phase X	
4700+code	FILTER CURRENT TOO HIGH	Phase X	
4800	INVERTER SOFTSTART FAILURE		
5000	TRANSFORMER TEMP TOO HIGH		
5100	EARTH LEAKAGE FAULT AT OUTPUT		
5101	EARTH LEAKAGE FAULT AT OUTPUT		
5200	NEUTRAL VOLTAGE FAULT AT OUTPUT		

Table continues on next page

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Troubleshooting & Repair

Continued from previous page

Error code	Error text in display	Help text	1st. Corrective action
6001	EF OUTPUT 1 RIPPLE TOO HIGH	Ripple Voltage Exceeded Limit	Press start to reset
6002	EF OUTPUT 2 RIPPLE TOO HIGH	Ripple Voltage Exceeded Limit	
6101	CABLE 1 TEMPERATURE TOO HIGH		
6102	CABLE 2 TEMPERATURE TOO HIGH		
6201	NEUTRAL CONDUCTOR RUPTURE OUTPUT 1		
6202	NEUTRAL CONDUCTOR RUPTURE OUTPUT 2		
6301	EF SIGNAL DROP OUT - OUTPUT 1	EF Signal Disappeared at Output 1	
6302	EF SIGNAL DROP OUT - OUTPUT 2	EF Signal Disappeared at Output 2	
6003	EF SIGNAL DROP OUT – 28 V OUTPUT	EF Signal Disappeared at 28 V Output	
7000	OUTPUT VOLTAGE TOO HIGH	Voltage > 32V - 4s	
7100	OUTPUT VOLTAGE TOO HIGH	Voltage > 40V – 150 ms	
7200	OUTPUT VOLTAGE TOO LOW	Voltage < 20V - 4s	
7300	SHORT CIRCUIT AT 28V OUTPUT	>75kW	
7400	28V OUTPUT CURRENT TOO HIGH		
7500	28V RECTIFIER TEMP TOO HIGH		
8000	ACR SUPPLY VOLTAGE MISSING		
8001	ACR ERROR		
8100	CABLE COIL / VFD ERROR	Check Cable Coil, VFD & Motor	
8200	COIL WINDING TIME-OUT	Coil Winding Exceeded 50 s	
8300	FAULT – CABLE HANDLING SYSTEM		
9000	END OF FACTORY TEST		
9100+code	PLUG & PLAY FAILED - OUTPUT X		
9200+code	PLUG & PLAY COMPLETED - OUTPUT X		

List below shows the complete list of error codes and next corrective actions:

Error code	2nd. Corrective action	3rd. Corrective action	4th. Corrective action
0			
100			
200	Replace Control Board A1		
201	Verify ID Chip inserted	Contact ITW GSE	
202			
250			
300 - 301	Check input voltage	Check Q4 & G1	
350	Check wires attached to X1 (X2 /X3)		
400	Check emergency stop	Check user EPO (A2:X14)	Replace Control Board A1
500	Check input voltage	Replace Control Board A1	
600	Check input voltage	Replace Control Board A1	
700	Replace battery		
750	Check / Set to current time and date		
800	Check input voltage	Replace Control Board A1 Replace Interface Board A2	
900	Check input voltage	Replace Control Board A1 Replace Interface Board A2	
1000	Check input voltage	Check DC softstart charging voltage > 400 V	Replace Interface Board A2 Replace Capacitor Module A5 Replace Control Board A1
1100	Check input voltage	Check Q5	Replace Control Board A1 Replace Interface Board A2
1200			
1201	Check input voltage	Replace Control Board A1	Replace Interface Board A2
1202	Check input voltage	Replace Control Board A1	Replace Interface Board A2
1300	Check DC sharing voltage at R1	Replace Control Board A1	Replace Interface Board A2
1400	Check input voltage	Check equal voltage across V1 – V6	Replace Control Board A1 Replace Interface Board A2
1450	Check input voltage	Check equal voltage across V1 – V6	Replace Control Board A1 Replace Interface Board A2

Table continues on next page

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Troubleshooting & Repair

Continued from previous page

Error code	2nd. Corrective action	3rd. Corrective action	4th. Corrective action
1501	Check fuse F5	Set fans to "Boost" and check voltage between + & – and PWM & – at fan terminals (10 V)	Check dust filters Replace Control Board A1 Replace Interface Board A2
1502	Check fuse F5	Set fans to "Boost" and check voltage between + & – and PWM & – at fan terminals (10 V)	Check dust filters Replace Control Board A1 Replace Interface Board A2
2000 - 2024	Replace Control Board A1	Replace Interface Board A2	Replace Inverter Module
3000	Check voltage setup value	Replace Control Board A1	Replace Interface Board A2
3100	Replace Control Board A1	Replace Interface Board A2	
3500	Check voltage setup value	Replace Control Board A1	Replace Interface Board A2
4000	Remove overload and press start	Replace Control Board A1	Replace Interface Board A2
4100	Remove overload and press start	Replace Control Board A1	Replace Interface Board A2
4200	Remove overload and press start	Replace Control Board A1	Replace Interface Board A2
4300	Remove overload and press start	Replace Control Board A1	Replace Interface Board A2
4400	Remove overload and press start	Replace Control Board A1	Replace Interface Board A2
4500+code	Disconnect load / output cable	Replace Control Board A1	Replace Interface Board A2
4600+code	Check output filter capacitors C7-C9	Check output transformer T2	Replace Control Board A1 Replace Interface Board A2
4700+code	Check output filter capacitors C7-C9	Check output transformer T2	Replace Control Board A1 Replace Interface Board A2
4800	Check DC voltage	Check output voltage/feedback voltage	Replace Control Board A1 Replace Interface Board A2 Replace Inverter Module
5000	Let the unit cool down and press start to reset	Check dust filters and fans	Check(short circuit sensor) replace sensor TH if necessary Replace Control Board A1 Replace Interface Board A2
5100	Check setup value	Remove load and check output cabling	Replace T5 Replace Control Board A1 Replace Interface Board A2
5101	Check / replace output capacitors		
5200	Check setup value	Remove load and check output cabling for insulation failure	Replace Control Board A1 Replace Interface Board A2
6001	Check setup value	Remove load and check output cabling	Replace Control Board A1 Replace Interface Board A2
6002	Check setup value	Remove load and check output cabling	Replace Control Board A1 Replace Interface Board A2
6101	Remove load and let plug cool down	Check connector / output cabling for any malfunction	Replace Control Board A1 Replace Interface Board A2
6102	Remove load and let plug cool down	Check connector / output cabling for any malfunction	Replace Control Board A1 Replace Interface Board A2
6201	Check / correct installation	Replace NCR Board A10	Replace Control Board A1 Replace Interface Board A2
6202	Check / correct installation	Replace NCR Board A10	Replace Control Board A1 Replace Interface Board A2
6301	Verify that output cable is correct inserted	Check / correct installation	Replace Control Board A1 Replace Interface Board A2
6302	Verify that output cable is correct inserted	Check / correct installation	Replace Control Board A1 Replace Interface Board A2
6303	Verify that output cable is correct inserted	Check / correct installation	Replace Control Board A1 Replace Interface Board A2

Table continues on next page

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Troubleshooting & Repair

Continued from previous page

Error code	2nd. Corrective action	3rd. Corrective action	4th. Corrective action
7000	Check output voltage setup value	Check ARU Module and wiring	
7100	Check output voltage setup value	Check ARU Module and wiring	
7200	Check output voltage setup value	Check ARU Module and wiring	
7300	Remove short circuit	Check output cables	
7400	Remove overload	Replace Control Board A1	Replace Interface Board A2
7500	Let the unit cool down and reset	Check airflow / air filters / fan	Check temp. sensor at rectifier heat sink.
8000	Check ACR Supply Q6		
8001	Reset ACR	Check ACR VFD	
8100	Check Cable Coil, VFD & Motor	Replace Control Board A1	Replace Interface Board A2
8200	Check Cable Coil, VFD & Motor	Replace Control Board A1	Replace Interface Board A2
8300	Check Cable Handling System	Replace Control Board A1	Replace Interface Board A2
9000			
9100+code	Repeat cable Identification		
9200+code			

Note!

Before changing any PCB's / Inverter Module check corresponding connection and wiring.

Please observe!



To prevent PCB damage from electrostatic discharge, wear ESD wrist strap when servicing / replacing.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Illustrated Parts List

10.0 Illustrated Parts List

Please refer to www.itwgse.com for recommended list of spare parts. It is also possible to find diagrams and drawings of the unit at this website.

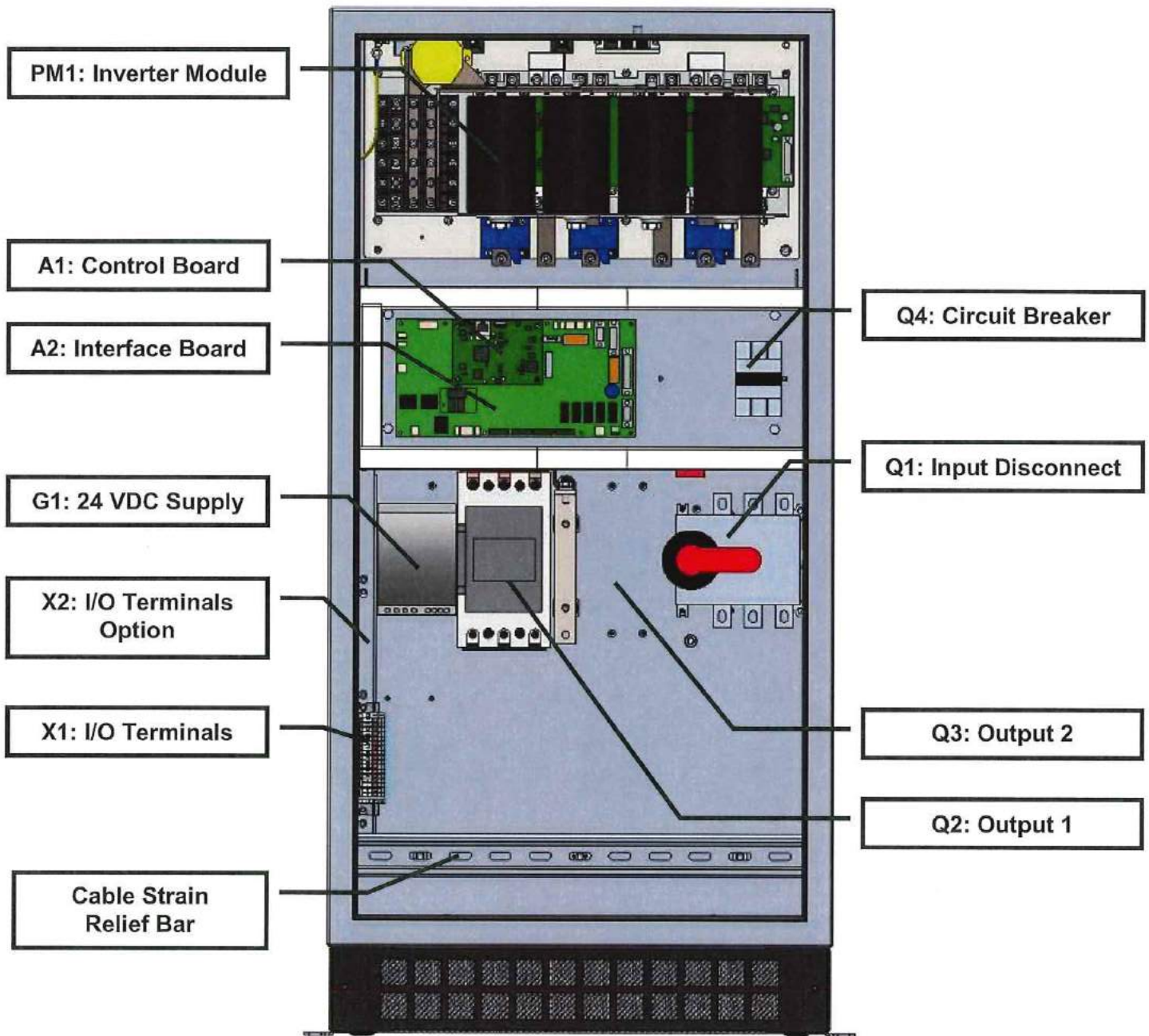


Figure: 10.0.1 Front View

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Illustrated Parts List

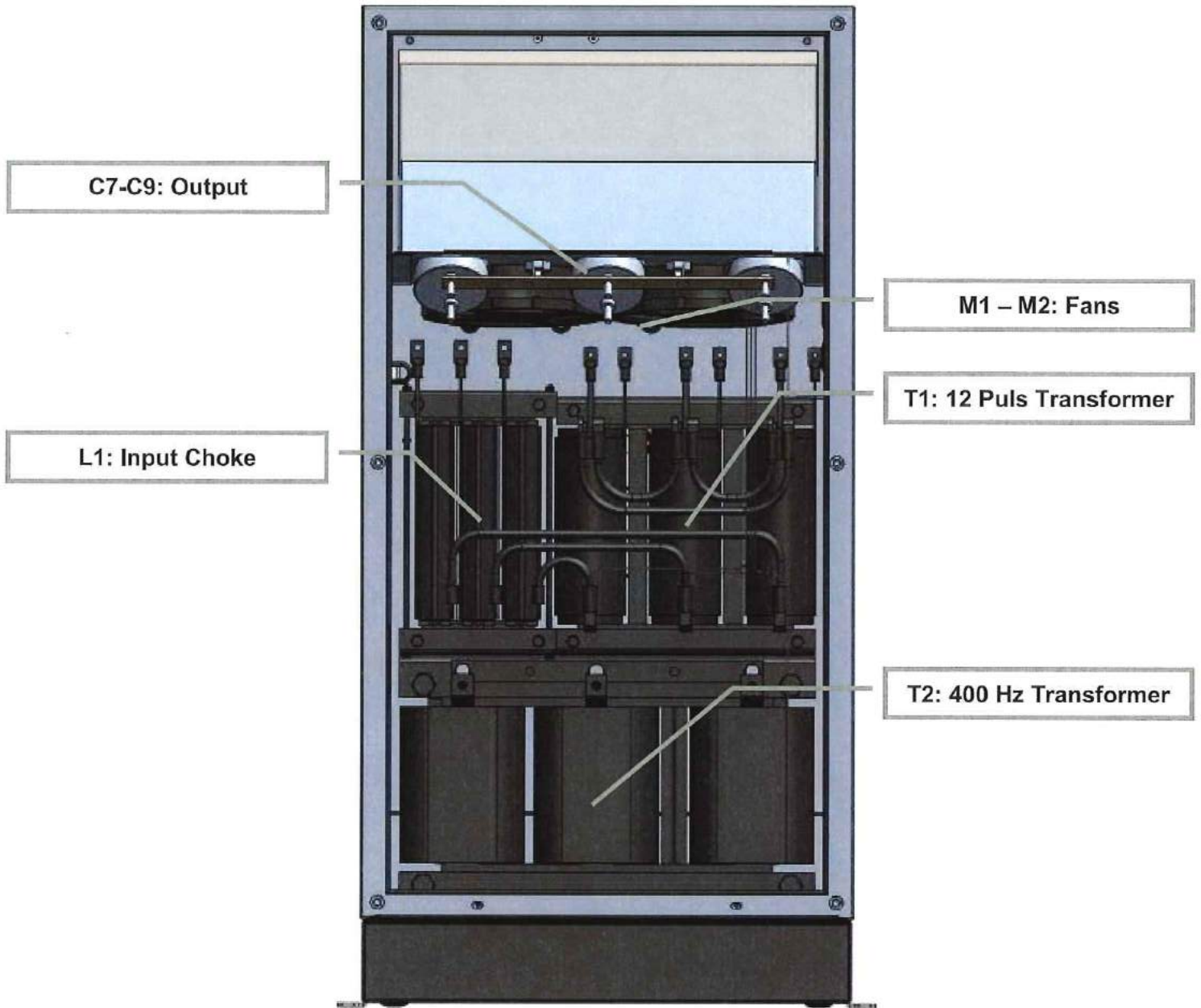


Figure 10.0.2 Rear View

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Illustrated Parts List

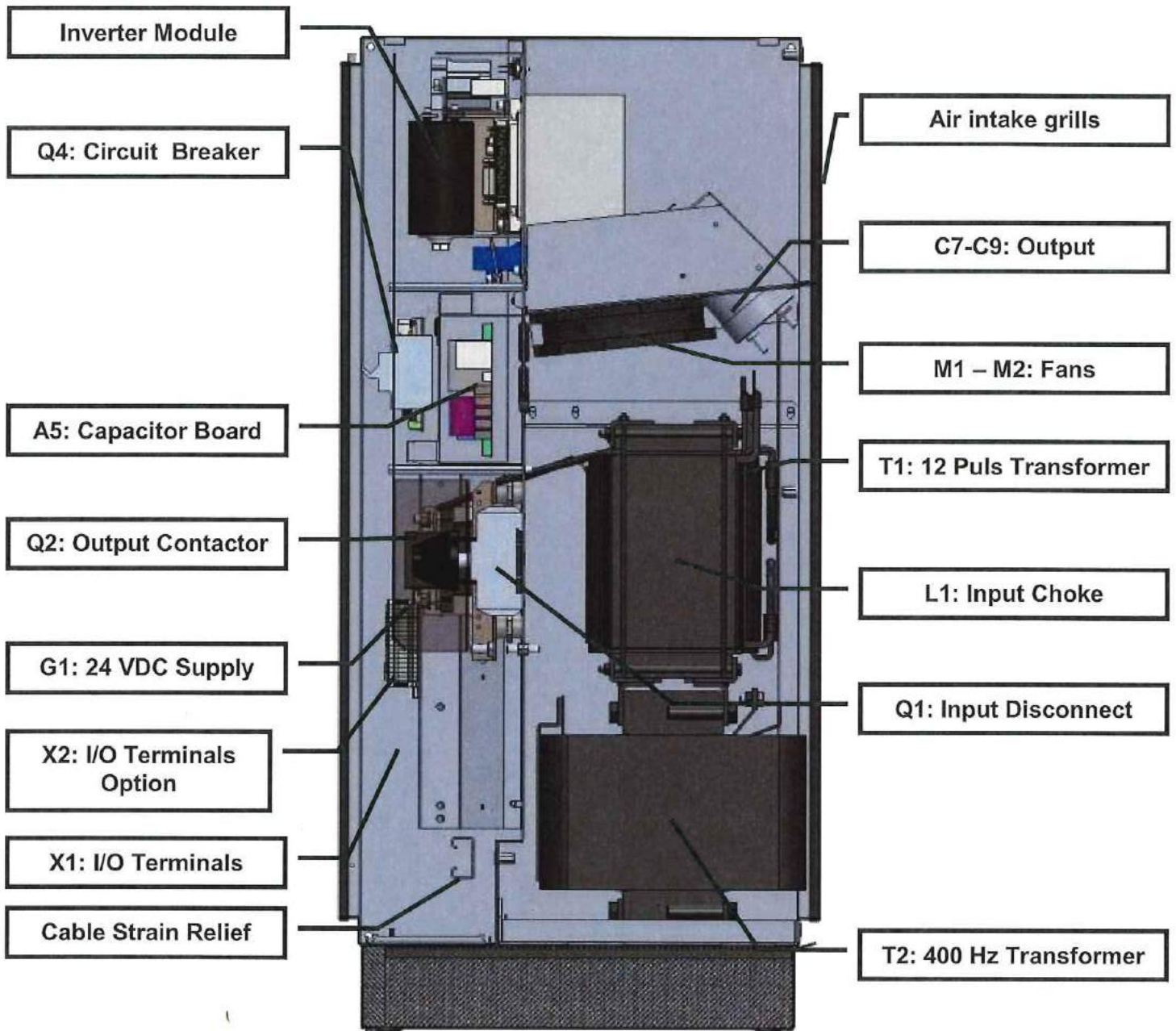


Figure 10.0.3 Side View cut

Note!

In mobile and bridge mounted units, the display module and the emergency stop button are situated in a separate box. (See Section 11.0 Options item 578xxx Remote Control Boxes)

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Options

11.0 Options

Note!

For Americas use AP-xxxxxx numbers.

578803 / AP-578803 Base module

Additional base module, extends the height/length of the ground power unit by 340 mm (13.8") and the weight by 20 kg/51 lbs. (Refer to drawings section 5)

578804 / AP-578804 Lockable Door (Fixed)

As a standard, the GPU is supplied with a quarter-turn lock intended for a double bit 5 mm pin key. One key is supplied per ground power unit.

On an optional basis, the ground power unit can be supplied with a lockable swing handle at the front door. The handle is locked by a profile square 6 mm cylinder according to DIN 18252/18254 (depth = 40 mm). Each ground power unit is supplied with 2 identical DIRAK 1333 keys.



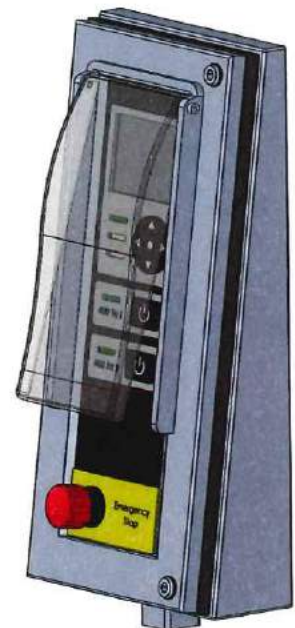
5788xx / AP-5788xx Remote Control Boxes available

578806 / AP-578806 1 x 400 Hz Output

578818 / AP-578818 2 x 400 Hz Output

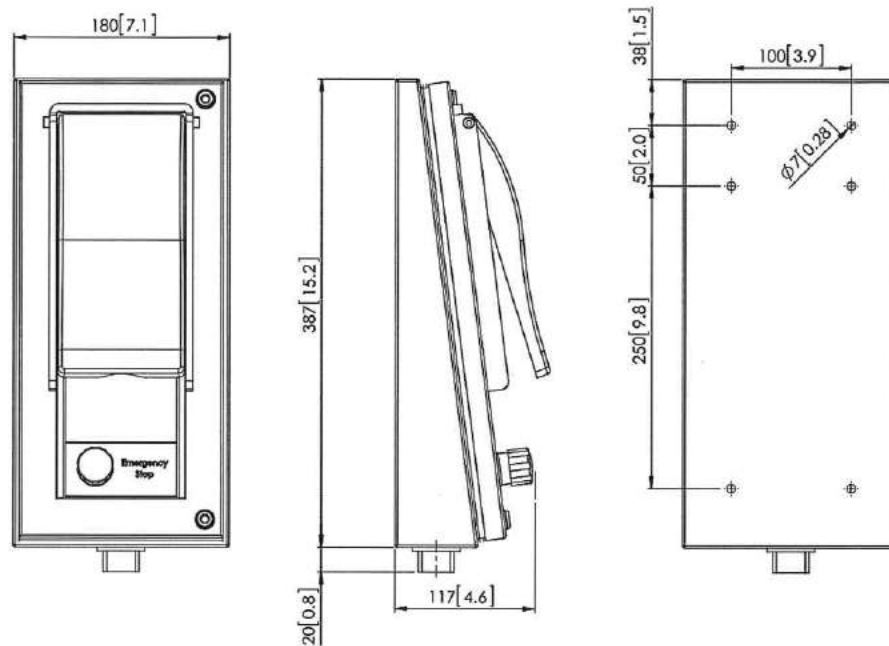
578819 / AP-578819 1 x 400 Hz & 1 x 28 VDC Output

578820 / AP-578820 1 x 400 Hz Output & controls for Hoist



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Options

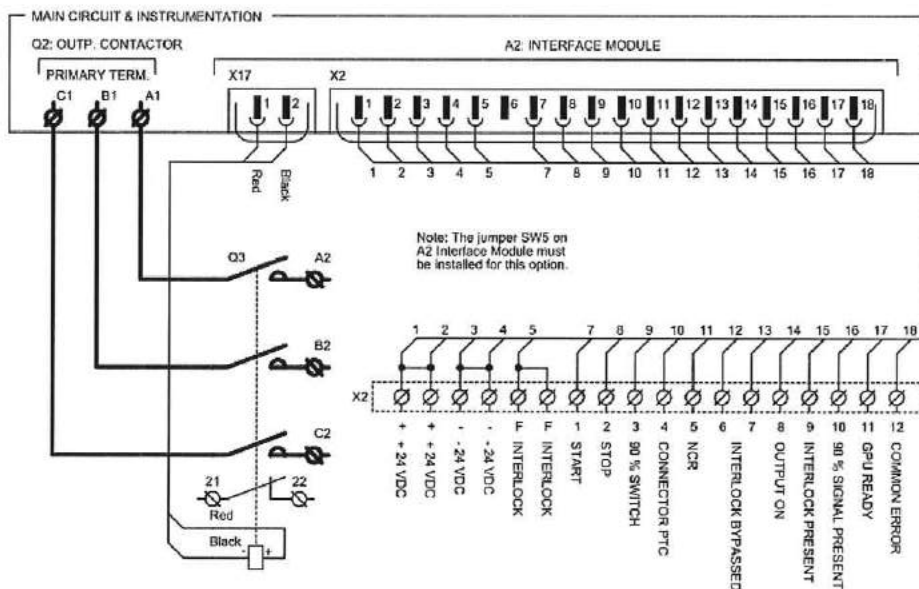


The control box is used for operation of the ground power unit when the GPU is located away from the aircraft parking position, placed under or on the side of a passenger boarding bridge or on a trailer. (Above picture shows the configuration with 2 x 400Hz output).

578807 / AP-578807 Additional Output Contactor (Diagram 478801)

All units are equipped with one output contactor.

All models are, however, prepared for an additional output contactor and I/O terminal block X2. Please refer to section 7.0 for Output Mode / Compensation possibilities.



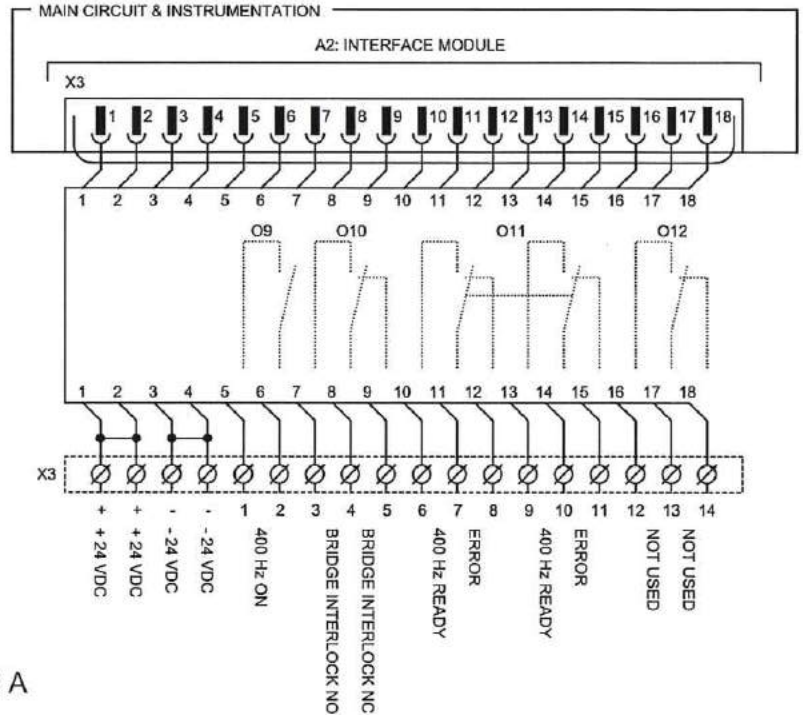
Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Options

578808 / AP-578808 Dry Contacts (Diagram 478801)

If dry contacts are needed for additional indication / to the PBB or to a BMS system, this option offers the following dry contact relays:

- Q9 400 Hz On (N.O.)
- Q10 Bridge Interlock (N.O.)
Bridge Interlock (N.C.)
- Q11 400 Hz Ready (N.O.)
Error (N.C.)
- Q11 400 Hz Ready (N.O.)
Error (N.C.)
- Q12 Not Used (N.O.)
Not Used (N.C.)

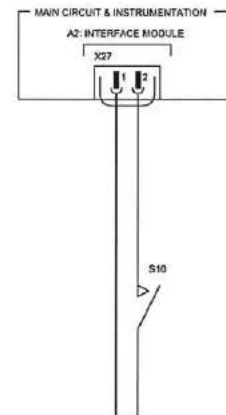


Note!

Contacts $V_{max} = 50 \text{ V AC/DC}$ and $I_{max} = 2 \text{ A}$

578809 / AP-578809 Door Interlock (Diagram 478801)

The door interlock ensures that the ground power unit's output contactor(s) opens and the unit immediately returns to standby mode if the door is opened.

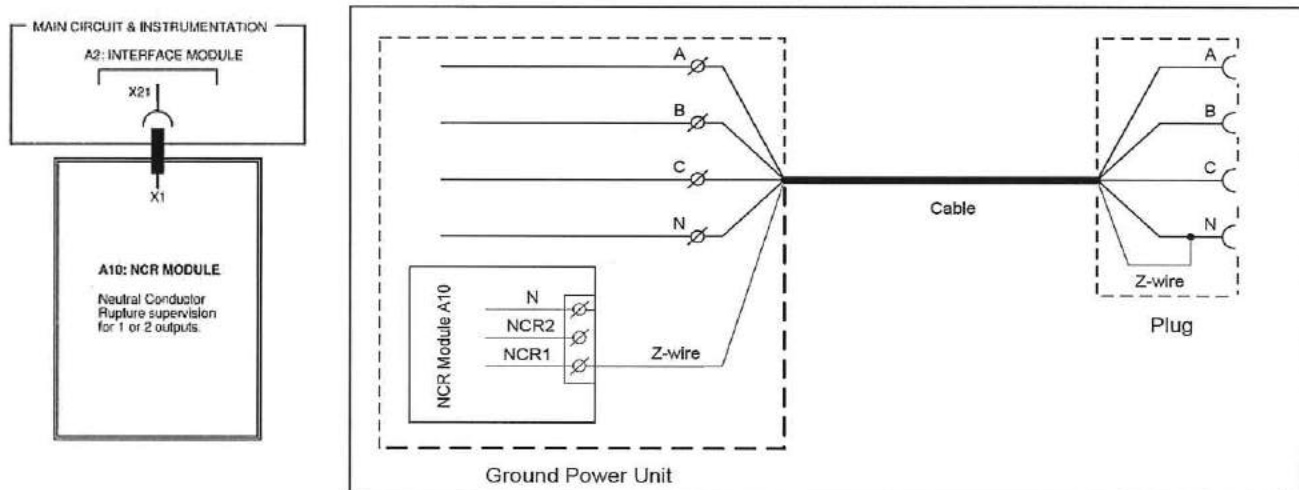


Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Options

578810 / AP-578810 Neutral Conductor Rupture Supervision

A broken neutral conductor in the 400 Hz cable combined with an unbalanced aircraft load could lead to a destructive phase-neutral voltage in the aircraft and to hazardous voltages between the aircraft chassis and ground. The NCR option ensures that a broken neutral will be detected immediately.



Principle wiring diagram for Neutral Conductor Rupture Supervision

Unbalanced voltage at the aircraft connector due to a broken neutral would add a 400 Hz voltage to the 28 VDC interlock voltage measured at the ground power unit. If the injected AC voltage exceeds approx. 10 VAC the output is disconnected. This type of error is recognised as an interlock failure by the ground power unit. Since the disconnection is a reaction to a heavy unbalanced voltage at the aircraft connector, it means that this type of supervision does **not** protect sensitive equipment in the aircraft. The NCR option protects personnel as well as the aircraft in case of a broken neutral.

Note!

In general ITW GSE does not recommend the NCR option for the following reasons:

- 1) The need for an additional control wire which is likely to be the first to break.
- 2) The difficulties of implementing the method in existing installations if a free control wire is not present.
- 3) The standard protections built into the ITW GSE 2400 series are considered adequate to safeguard against hazards related to a broken neutral.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

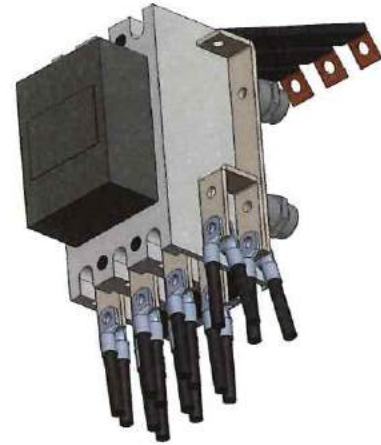
Options

578814 / AP-578814 Terminal Extension

If more than 2 x cables per output phase are needed, for instance 2 || 7 x 35 mm², the terminal extension allows connection of up to 4 x cables per phase.

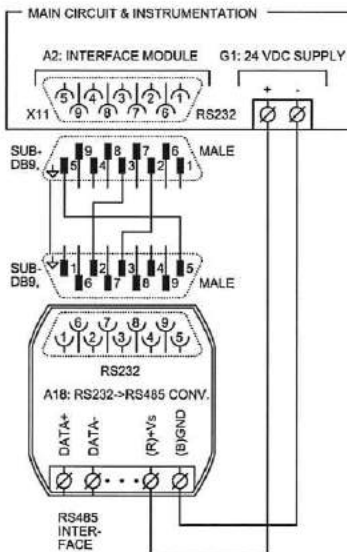
The kit consists of:

- 4 x extension bars
- Bolts, washers, spring washer and nuts.



578815 / AP-578815 RS485 Interface (Diagram 478801)

All units are supplied with connections for RS232. The RS485 Interface option provides a galvanic isolated RS485 connection and allows for multi-point connection.



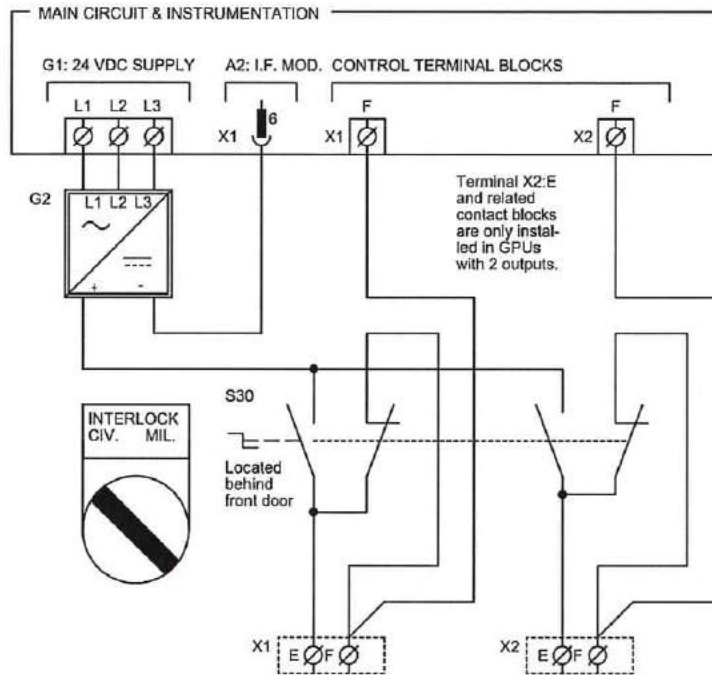
PIN Assignment for RS485 Interface

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Options

578817 / AP-578817 Military Interlock (Diagram 478801)

For military aircraft, the interlock system must be switched from civilian interlock to military interlock by means of selector switch (S30) behind the front door. The GPU thereafter delivers 28 VDC on the E pin and this voltage is returned to the F pin by the aircraft.



Standard wiring diagram for military interlock

Note!

This option requires a 400 Hz cable **without** the E&F jumper in the connector head.

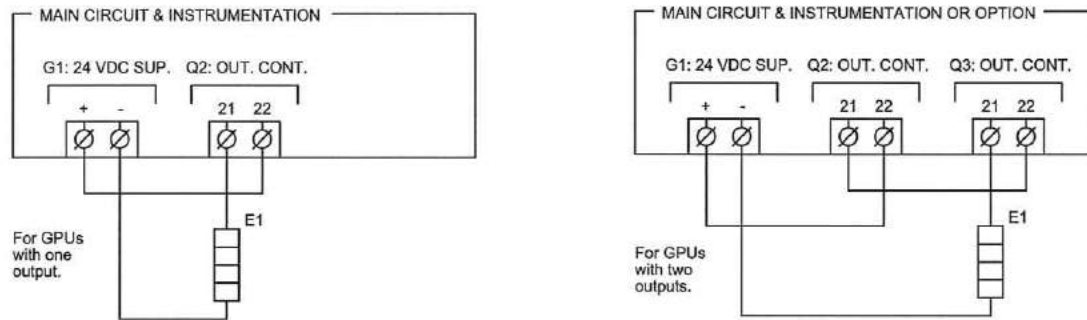
Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

Options

578829 / AP-578829 Anti-Condensation Heater (Diagram 478801)

In areas with high relative humidity, temperature drops cause formation of dew inside the enclosure of the GPU. On a long-term basis this can affect components such as relays, switchgears and printed circuit boards (PCBs). Dew formation can however, be avoided by installation of heating elements in the GPU.

During operation the waste heat from the circuits prevents dew from arising. In stand-by mode where the internal losses are insignificant, one 30 W anti-condensation heater automatically switches on and prevents condensation from forming.



Schematic for Heater connection

591100 / AP-591100 Auto Calibration Plug

Required for Plug & Play setup.
See section 7.



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

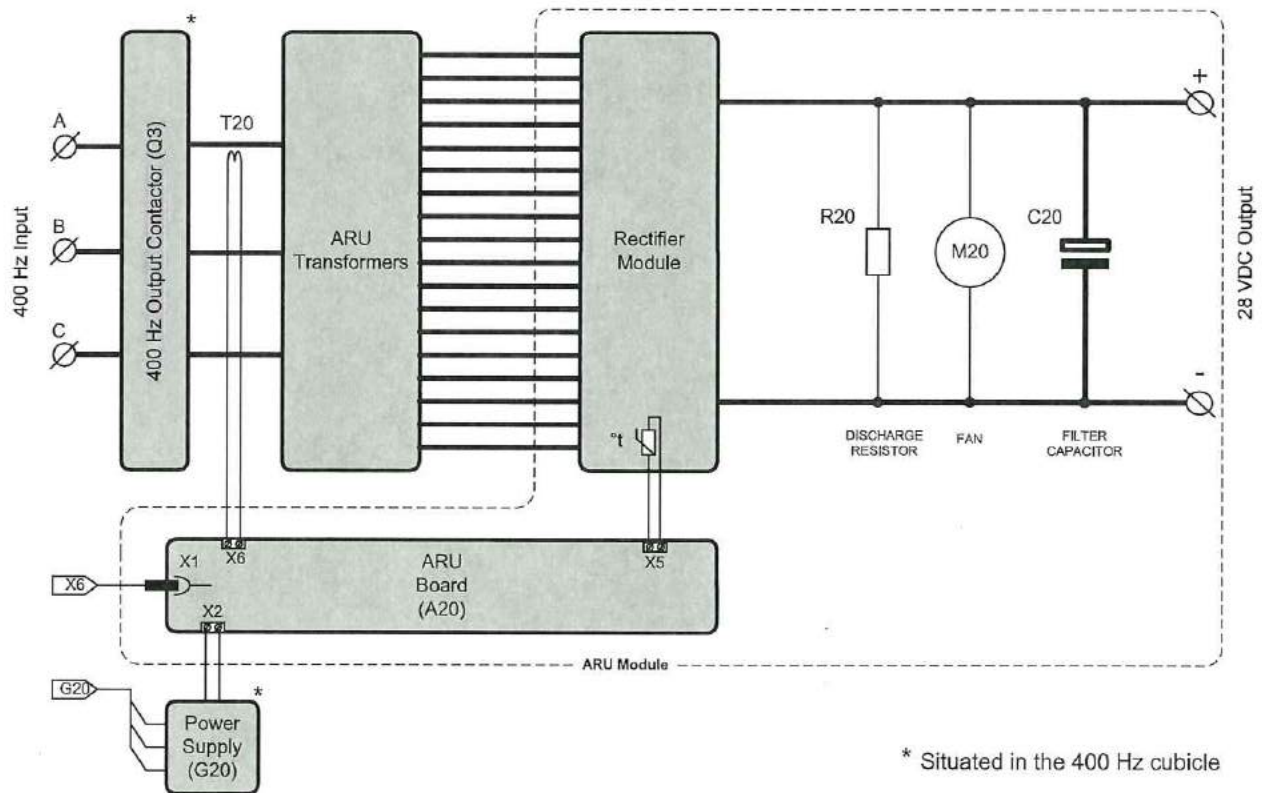
For GPUs with 28 VDC Active Rectifier Unit

12.0 For GPUs with 28 VDC Active Rectifier Unit

All ITW GSE 2400 Compact units from 30 kVA to 90 kVA can be equipped with a 28 VDC Active Rectifier Unit (ARU) output.

Both 400 Hz & 28 VDC outputs can be used simultaneously. The total continuous amount of power from the unit is calculated as the sum of 400 Hz and 28 VDC output and cannot exceed the total 400 Hz power rating of the unit.

12.1 General Description



12.1.1 Principle of 28 VDC ARU

The 28 VDC section is basically an Active Rectifier Unit and supplied from the 400 Hz section, where the 28 VDC output voltage is controlled regardless of the varying 400 Hz input voltage. The DC output current is calculated very precisely on the basis of the 400 Hz parameters and via the current transformer T20, located in phase A at the main power input.

Please refer to section 5.0.2 for outline drawings.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

Input Contactor (Q3):

The 400 Hz input power to the ARU is supplied and controlled via Q3.

Power Supply (G20):

24 VDC / 10 A (Factory adjustment = 25 Volt) regulated control voltage is supplied from the Power Supply G20. This module has a wide input range (340-575 VAC). It is supplied via the capacitor module and pre-fused from the 3-phase circuit breaker Q4 (shared with G1) and located in 400 Hz part.

Refer to Figure 15.0.1.for location layout.

ARU Transformers (T20):

The ARU transformers step down the 3 phase 400 Hz voltage (3 x 200 Vac) to an appropriate level for obtaining 28 VDC at the output.

ARU Rectifier (PM20):

The output voltage is kept at 28 VDC by using thyristors, regardless of the input voltage level and the load.

ARU Board (A20):

The ARU Board interfaces with the processor board and the rest of the 28 VDC unit.

- Supplied from G20 (X2)
- Connection to ARU control input on A2 (X1)
- Control of thyristors.
- Measures the output voltage.
- Interface for heatsink thermostat (X5)
- Input for current transformer T20 (X6)

Resistor (R20):

The discharge resistor R20 is part of the output filter stage and discharges the capacitor C20 when the unit is turned off.

Filter Capacitors (C20)

The output filter capacitors are also part of the output filter stage and ensures that the AC ripple is kept to a minimum, less than 2% at the output.

Fan (M20)

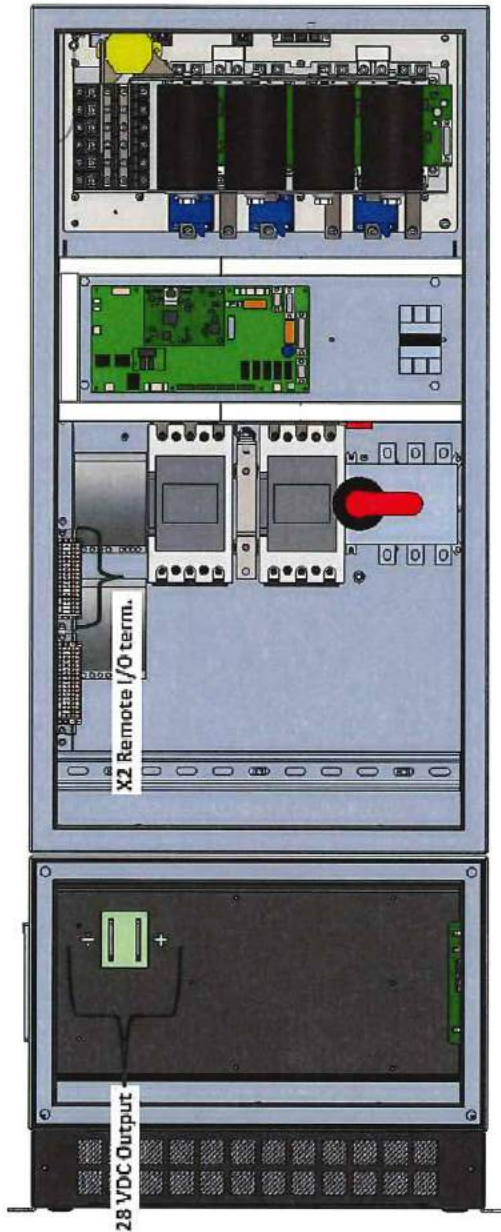
The fan M20 is part of the total forced cooling of the unit, the primary task for the fan is to cool down the rectifier module. The air is drawn in via the filter grill on the left hand side of the base module. The ARU transformers are cooled by the fans located in the 400 Hz part.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

12.2 Connection of Cables

Standard Remote I/O terminals
(Refer to **section 4.9** for connection of I/O terminals)



* THE 90% SWITCH IS AS STANDARD BY-PASSED BY CONNECTING TERMINAL + & 3.

28 VDC Output terminals: 2 x 4 x $\phi 11$ (M10 bolt) 50Nm (444 in-lb)
Remote I/O terminals: 15 x 0.4 - 4 mm² (AWG21 – 11)

Fig. 12.2.1 Connection of Cables

Note!

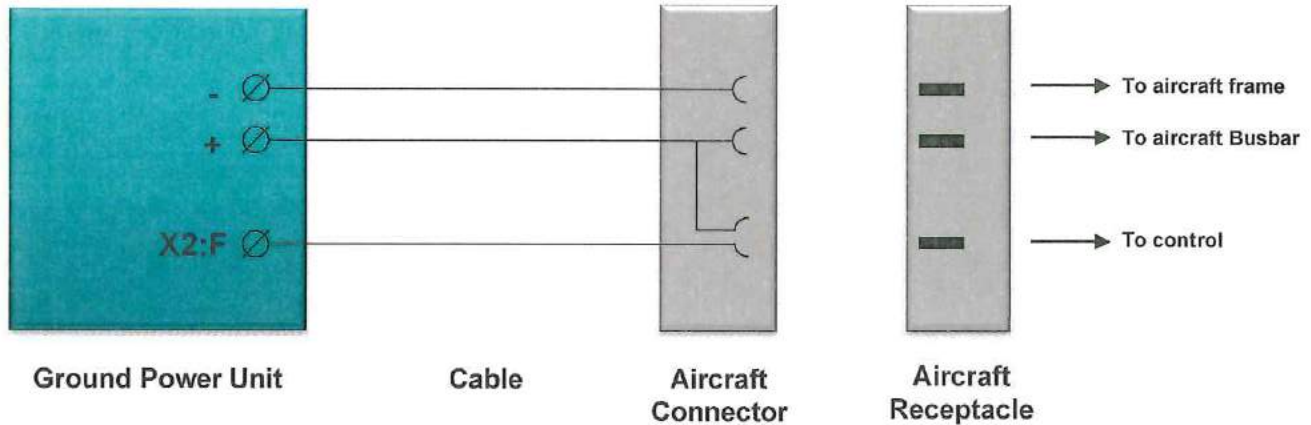
Recommended output cable dimension to the aircraft is 2 x 120 mm² to minimize the voltage drop.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

12.3 Interlock

To ensure personnel health and safety, the converter is equipped with an interlock system. The system ensures that the output only stays engaged as long as the plug is inserted into the aircraft receptacle. I.e. as long as 28 VDC is present at terminal X2:F.



12.3.1 Standard wiring diagram

For service, maintenance and test purposes, the interlock system can be by-passed via the display setup. To ensure personnel health and safety, the converter automatically returns into normal mode once it receives a 28 VDC voltage at terminal F2 e.g. when the plug is connected to an aircraft.

The 28 VDC output can be operated remotely via the I/O terminals related to Output 2.

Please refer to section 4.9

Note!

Converters to Americas requires a "split-C" connector, which is typically a special order from most aircraft manufactures.

Note!

The 90% switch input is as standard by-passed by connecting terminal + & 3 (X2)

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

12.4 Operator's Instruction

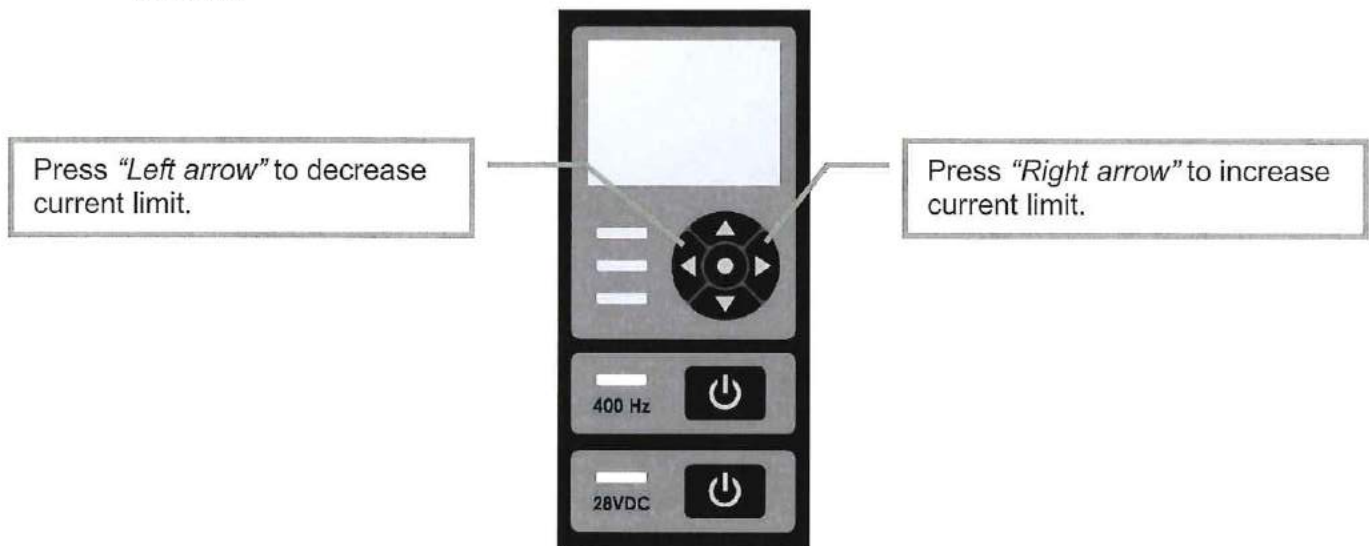
The 28 VDC ARU is operated by means of the Display / Keyboard Interface.




Please refer to section 6.0 (Operators Instructions) and 6.1 (Using the Display/Keypad).

12.5 Operating the unit

- To adapt the 28 VDC output power to different types of aircraft, it is possible to set a maximum DC current level in steps of 50/100/200/300 A (step size can be set via the setup menu). With the output off, decrease the current limit by using the left navigation arrow and use the right navigation arrow to increase current limit.
- Depending on the rating of the GPU:
400 A rating e.g. 200 to 1600 Amp (in selected increment step)
600 A rating e.g. 300 to 2400 Amp (in selected increment step)

To ensure hassle-free starting of the aircraft engine, the current limit function is delayed 0.7 seconds.



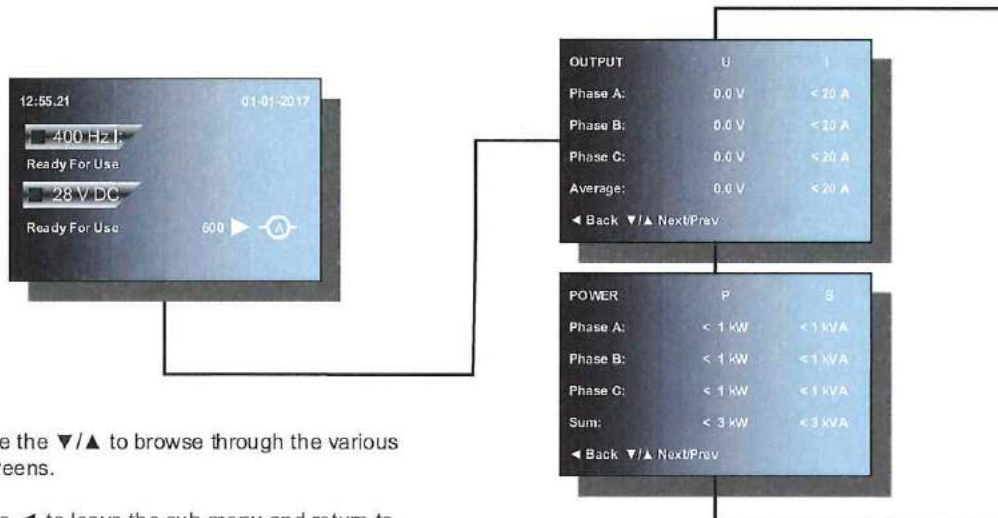
- Insert the aircraft cable into the aircraft. Make sure the cable is inserted till you feel a natural resistance. The plug may be equipped with a 90% switch /split "F" pin. In this case the unit will not function if the plug is not fully inserted.
- Press the 28 VDC Start/Stop  button.
- The unit is now in operation and ready to supply the aircraft with power. This is also indicated via the green LED located close to the 28 VDC Start/Stop button.   **28VDC**
- If the unit shuts off and no longer is supplying power to the aircraft, this is reported in clear text in the display. Also a corrective action is displayed.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

- During operation, various parameters can be viewed via the display. Use the navigation keys ▼▲ to browse through the available screens:

Default Display Screen Standby



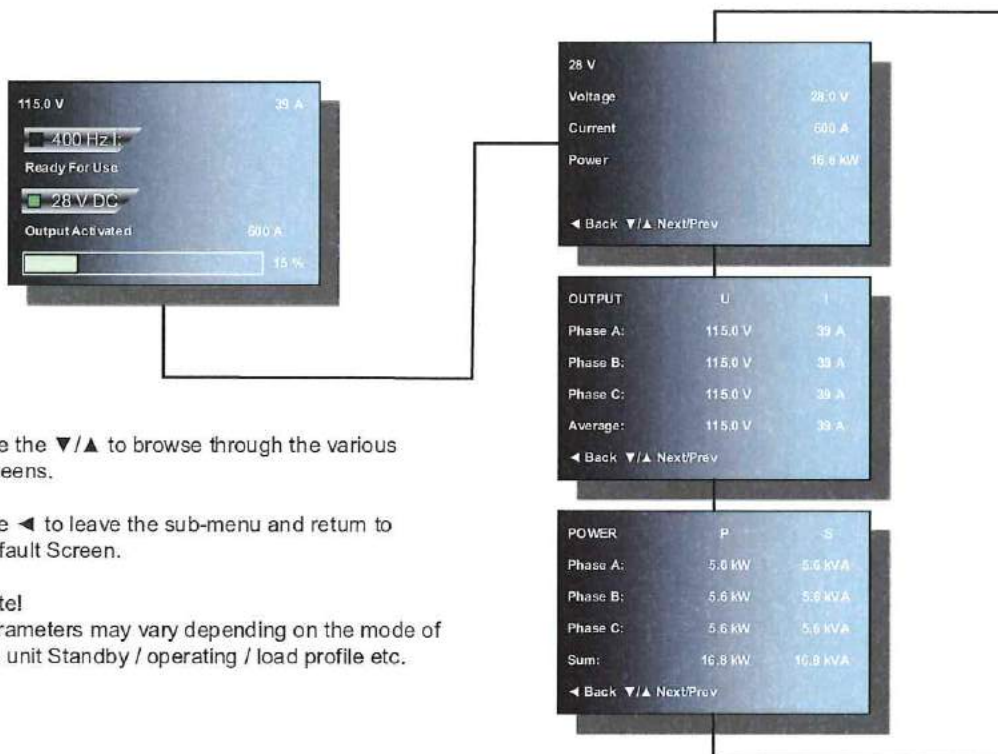
Use the ▼/▲ to browse through the various screens.

Use ◀ to leave the sub-menu and return to Default Screen.

Note!

Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Default Display Screen Operating



Use the ▼/▲ to browse through the various screens.

Use ◀ to leave the sub-menu and return to Default Screen.

Note!

Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

- After operation, the unit has to be turned off before removing the aircraft plug.

Press the 28 VDC Start/Stop  button

- The aircraft cable can now be removed from the aircraft and placed at the cable rest position.

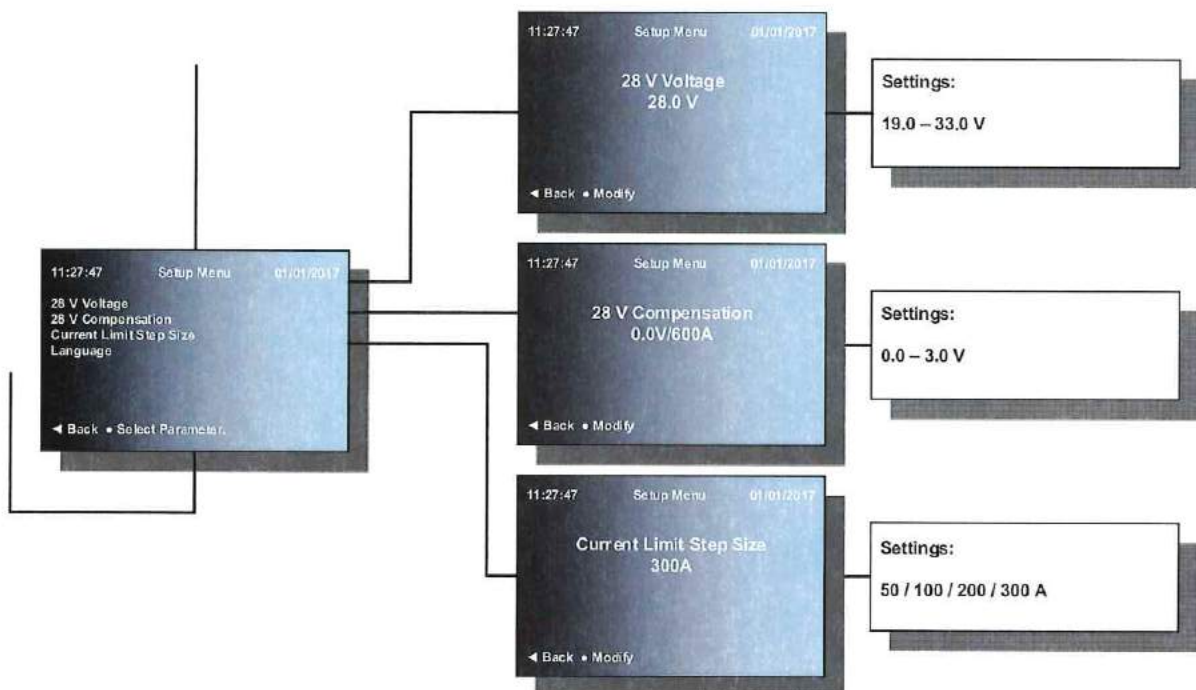
Note!

Please note that the 28 VDC Start/Stop  button also functions as a Reset push button.

If, for some reason, the unit stops due to an error / failure, press the Start/Stop/Reset to reset the unit, once the fault number and message have been recorded and reported to maintenance. Note that this will remove the fault message from the screen if it is no longer active.
(The Black Box will still have a record of the actual fault)

12.6 Additional menu items for ARU

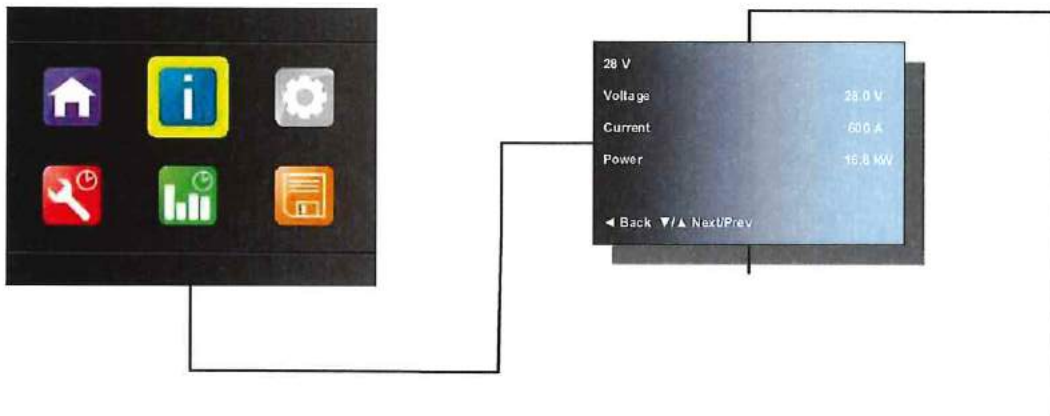
Setup – ARU additional parameters



Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

Parameters – ARU additional parameters



Use the ▼/▲ to browse through the various screens.

Use ◀ to leave the sub-menu and return to basic Icon Menu.

Note!
Parameters may vary depending on the mode of the unit Standby / operating / load profile etc.

Please refer to section 6.1 (Using the Display/Keypad).

12.7 ARU Default Factory Settings

28 V Voltage (V):	28.0
28 V Compensation (V/600 A):	0.0 (Set if GPU is supplied with cable)
28 V Current Limit (A):	1600 A (400 A version) 2400 A (600 A version)
Output Mode:	Simultaneous
Fan Control:	Normal
Cable Temperature:	Normally Open

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

12.8 28V Voltage

This Setup submenu allows the 28 volt output to be adjusted between 19.0 VDC and 33.0 VDC using the UP and DOWN navigation buttons. (Please note that the acceptable voltage range for all commercial DC powered aircraft is 26V to 29V.

Enter the Setup Menu and then scroll up or down to the 28V Voltage submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

12.9 28V Compensation

DC voltage drops quickly as the current increases over a given length of cable. This Setup submenu allows the 28 volt output to be automatically adjusted as the load increases. The allowed setting is between 0.0 and 3.0 VDC at the rated continuous load of the unit. Note that the maximum output voltage of the unit is 33 VDC.

Enter the Setup Menu and then scroll up or down to the 28V Compensation submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

12.10 Current Limit Step Size

This Setup submenu is used to set the default current limit step size in steps of 50 / 100 / 200 / 300 A. The current limit settings are from 200 amps to 1600 amps for the 400 amp version of the unit and from 400 amps to 2400 amps for the 600 amp version, current limit can be changed at the standby screen menu. Increment / Decrement of the current limit depend on the selected steps in the setup menu.

Enter the Setup Menu and then scroll up or down to the Current Limit Step Size submenu. Press the center ● button to enter the submenu and then press the ● button again to allow the value to be changed. Press the up or down arrow buttons to change the selection. Press the center ● button to record the new value. Press the LEFT arrow button to exit the submenu and return to the submenu list.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

13.0 Specifications

Output:

Voltage	: 28 VDC
Current	: 400/600 A continuously
Voltage regulation	: < 0.5%
Voltage ripple	: < 2%
Voltage transient recovery	: Complies with ISO 6858 / MIL-704E
Overload capability	: 400 A 600 A
	800 A 1200 A for 30 seconds
	1200 A 1800 A for 10 seconds
	1400 A 2100 A for 5 seconds
	1600 A 2400 A for 2 seconds

To protect the aircraft, the output voltage is decreased by 1 V per 300 A in the overload range (600-2400 A).

Setup:

Output voltage	: 19-33 V
Voltage compensation	: 0-3 V per 600 A
Current limit	: 200-1600 A in steps of 50/100/200/300 A (400 A version)* 300-2400 A in steps of 50/100/200/300 A (600 A version)*

*Steps depending on chosen value in the setup menu.

Protections:

Rectifier temperature to high

Short circuit at output

Over-and under voltage at output in case:

U < 20 VDC for more than 4 seconds

U > 32 VDC for more than 4 seconds

U > 40 VDC for more than 150 ms

Physical:

Additional weight to 400 Hz unit: 100 kg / 220 pound

For dimension please refer to section 5.0.2 (e.g. units equipped with base module).

Ambient:

Operating ambient for the 400 Hz and 28 VDC combination unit is -40°C to 45°C / -40 F to 113 F.

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

14.0 Troubleshooting & Repair

Please refer to section 9.1 for Fault Guidance

Additional 28 VDC ARU related failures:

6102	Cable 2 temperature too high
6302	EF signal drop out – Output 2
6303	EF signal drop out – 28 V Output
7000	Output voltage too high (>32 V – 4 sec.)
7100	Output voltage too high (>40 V – 150 ms.)
7200	Output voltage too low (<20 V – 4 sec.)
7300	Short circuit at 28 V output
7400	28 V output current too high
7500	28 V rectifier temp. too high

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

15.0 ARU illustrated parts list

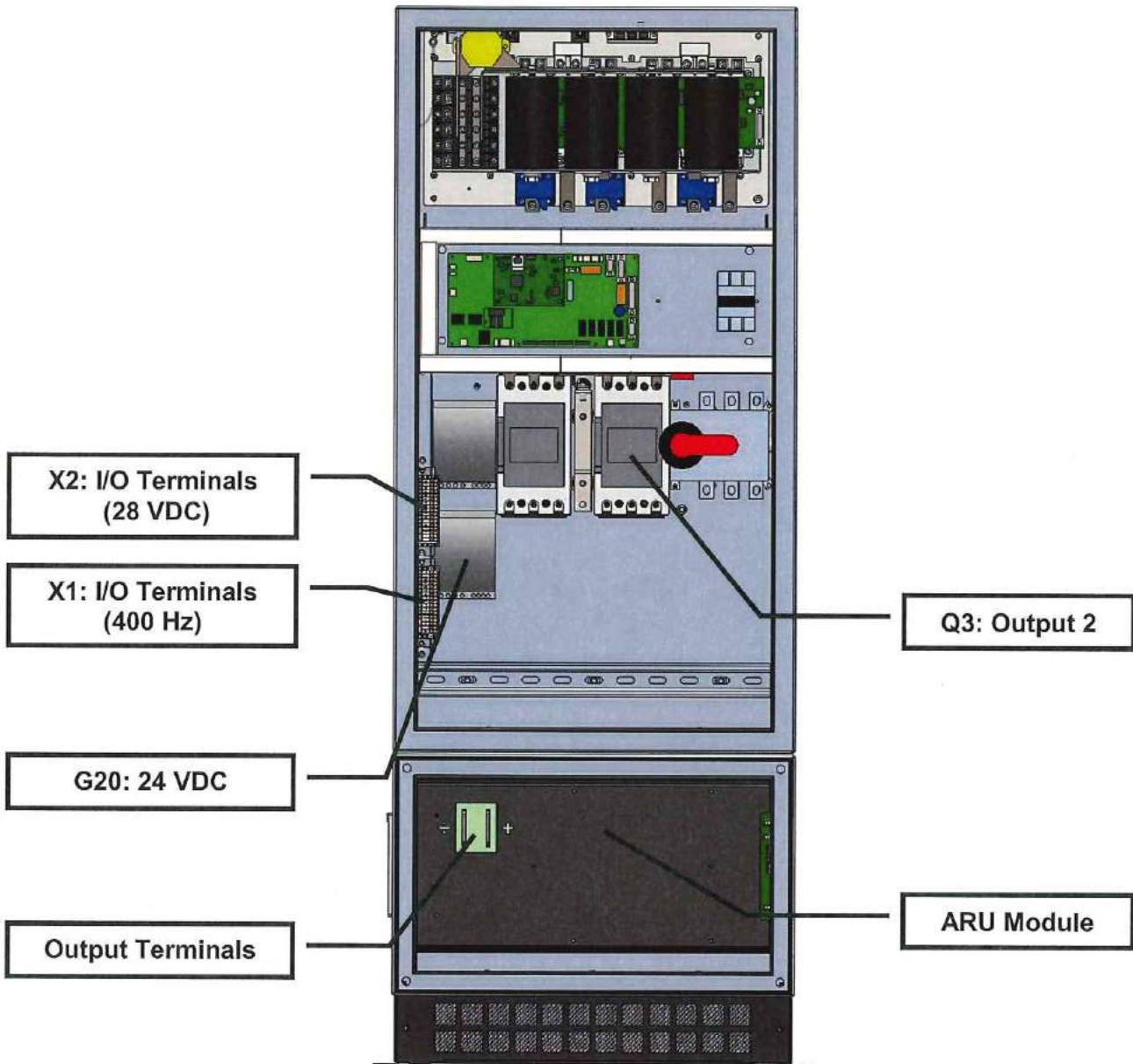


Figure: 15.0.1 Front View (complete unit)

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

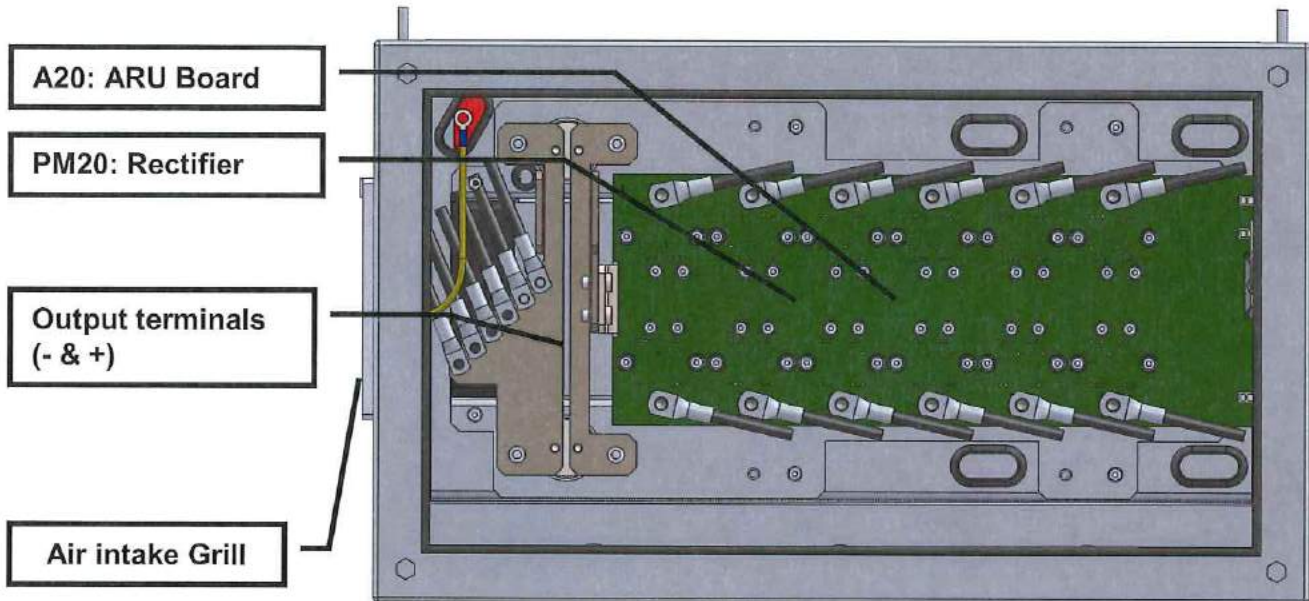


Figure 15.0.2 Front View (ARU)

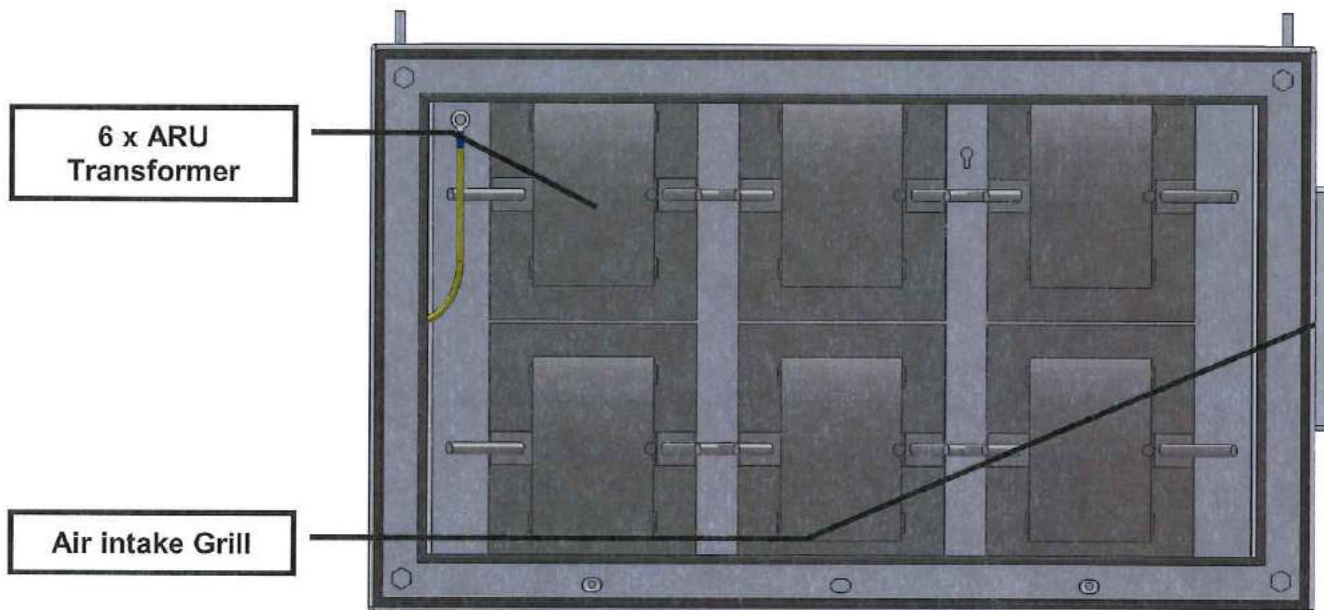


Figure 15.0.3 Rear View (ARU)

Operation Manual – ITW GSE 2400 Compact – 30 - 90 kVA

For GPUs with 28 VDC Active Rectifier Unit

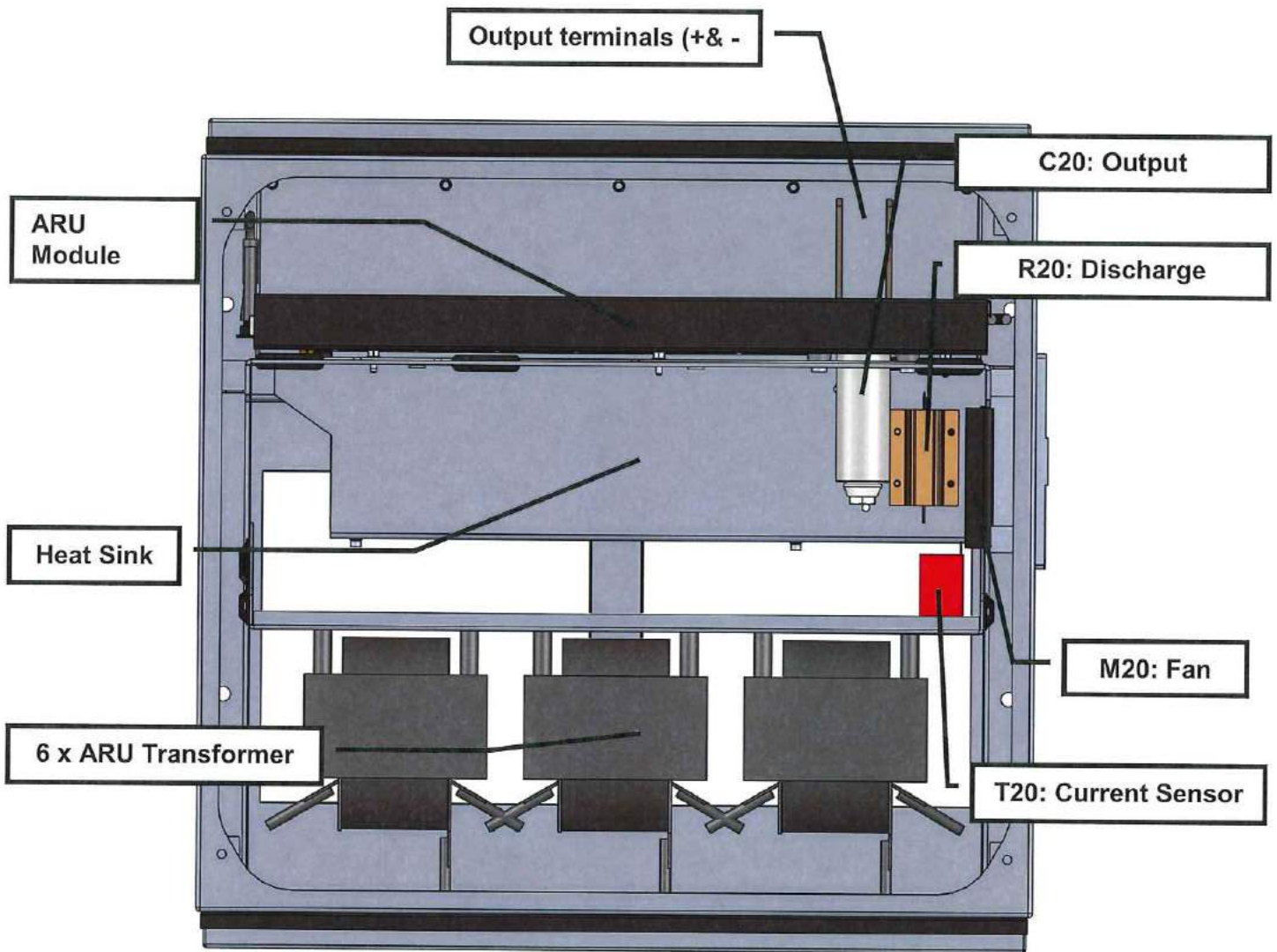


Figure 15.0.4 Top View (ARU)

AXA 2400

Illustrated Parts List

GPU 30-90kVA CE & UL

Table of Content

AXA 2400 GPU	1
Front and Back View - Outside	1
Front Door – Inside	2
Front view - Inside with Cover	3
Front view – Inside behind lid	4
Rear View	5
Remote Control Boxes	6
Remote - 1 x 400 Hz Output	6
Remote - 2 x 400 Hz Output	7
Remote - 1 x 400 Hz & 1 x 28 VDC Output (ARU)	8
Remote - 1 x 400 Hz Output & controls for Retriever/Hoist	9
ARU illustrated parts list	11
Front View (completet unit)	11
Front View (ARU)	12
Back View (ARU)	12

Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

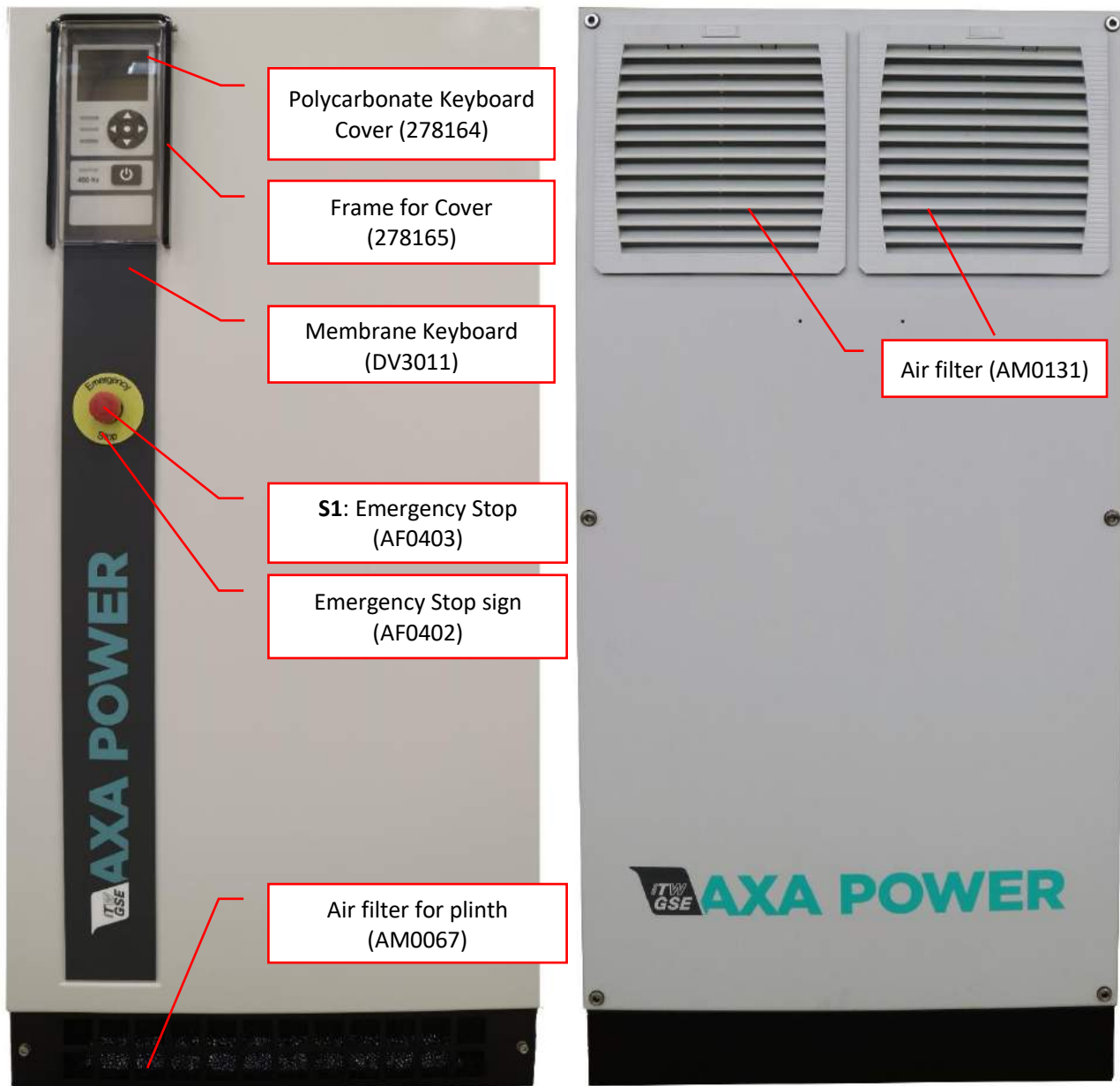
Recommended Spare parts list 578710 rev. A

AXA 2400 GPU

Please refer to www.itwgse.com/axapower for recommended list of spare parts. It is also possible to find diagrams and drawings of the unit at this website.

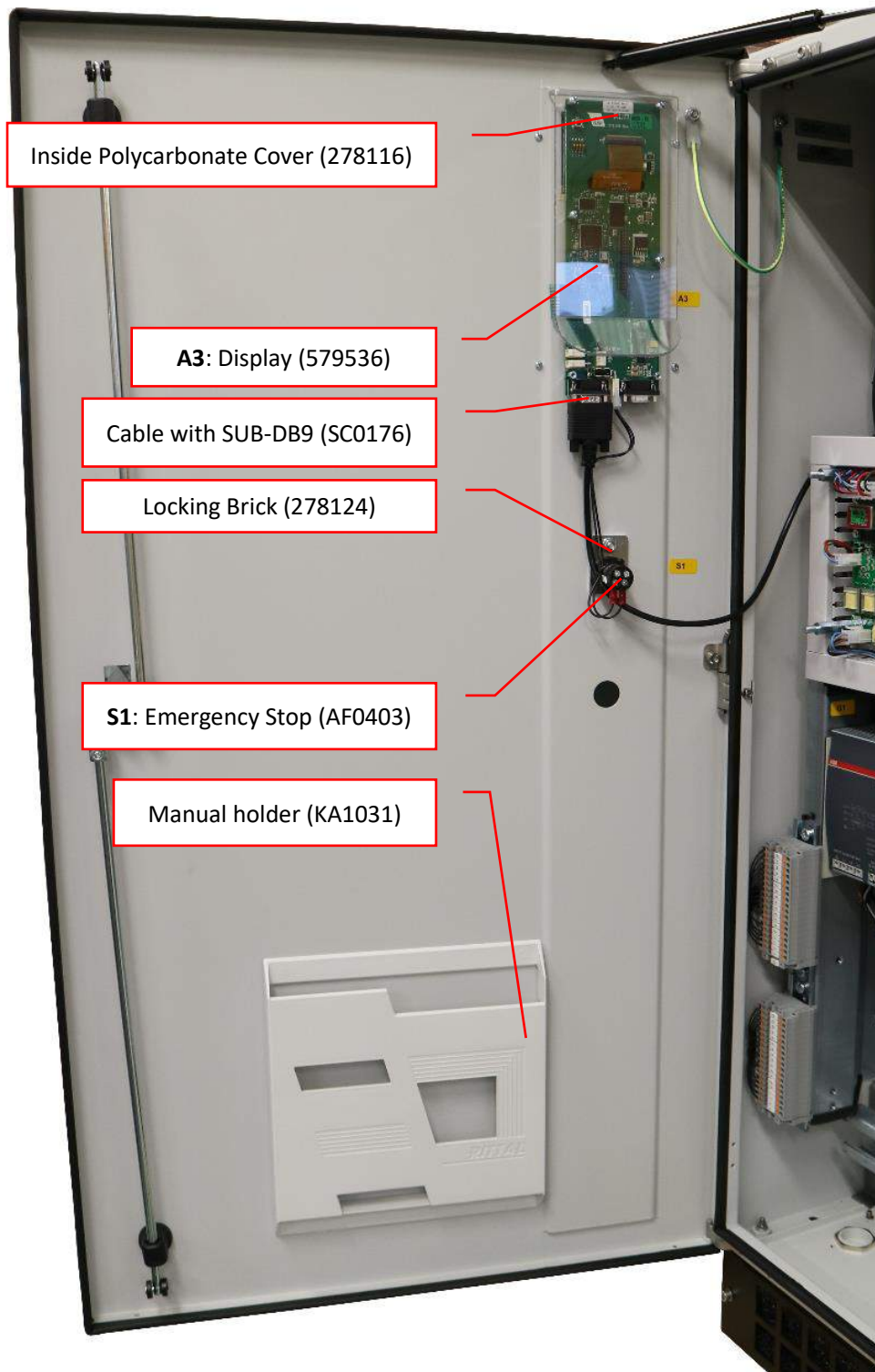
Comp. No.: Name (Part no.)

Front and Back View - Outside



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA
Recommended Spare parts list 578710 rev. A

Front Door – Inside



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

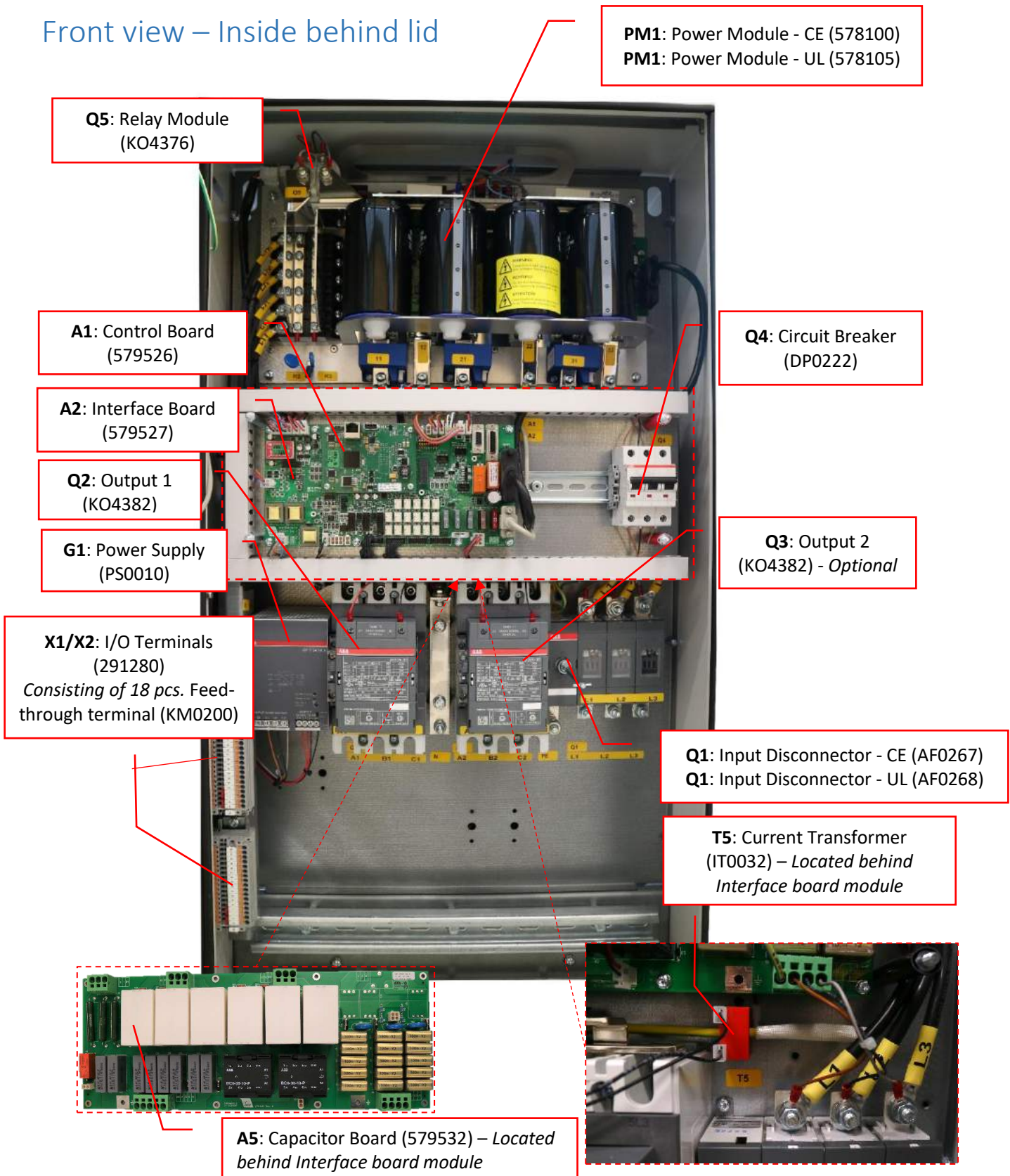
Front view - Inside with Cover



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

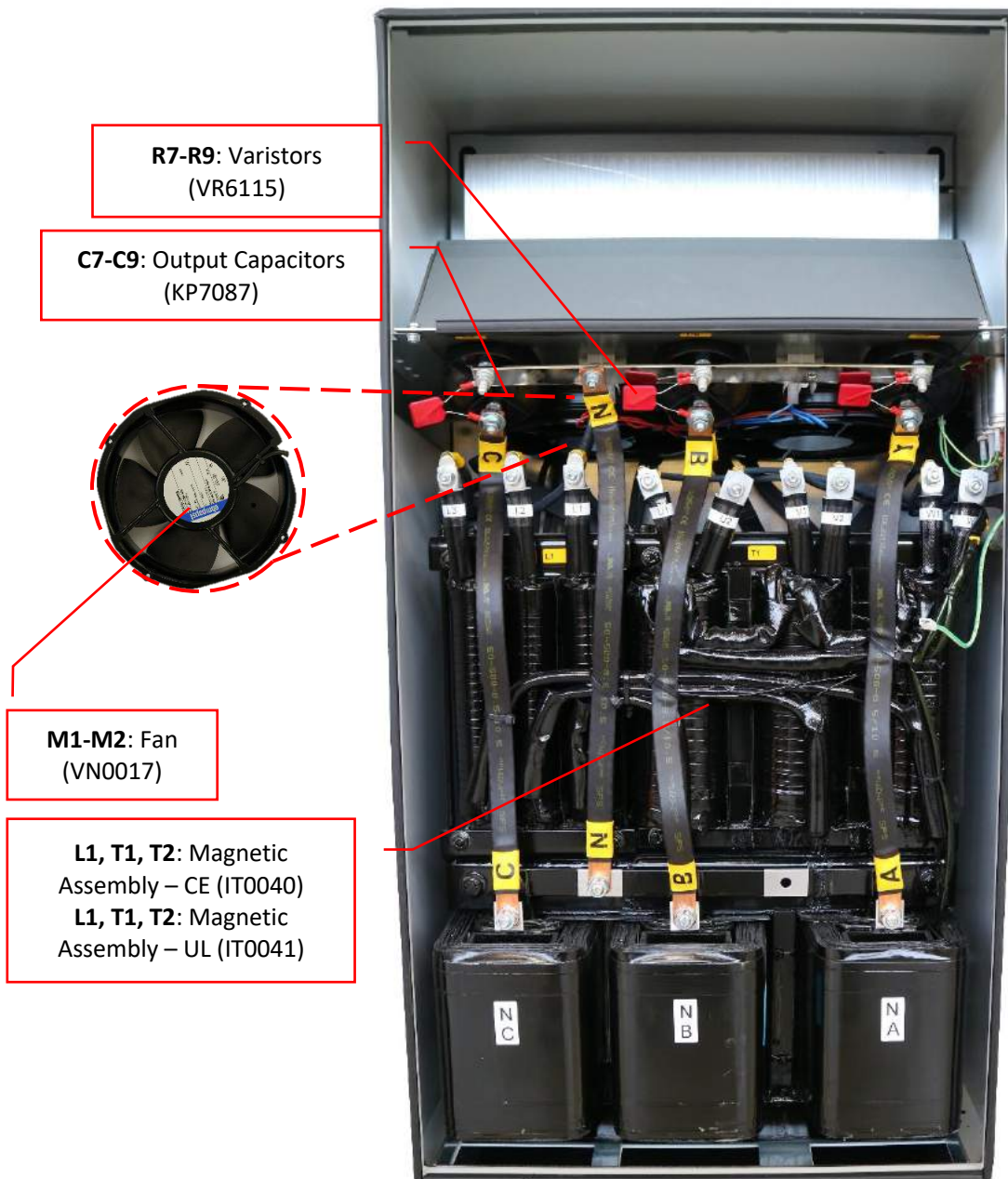
Front view – Inside behind lid



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Rear View



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Remote Control Boxes

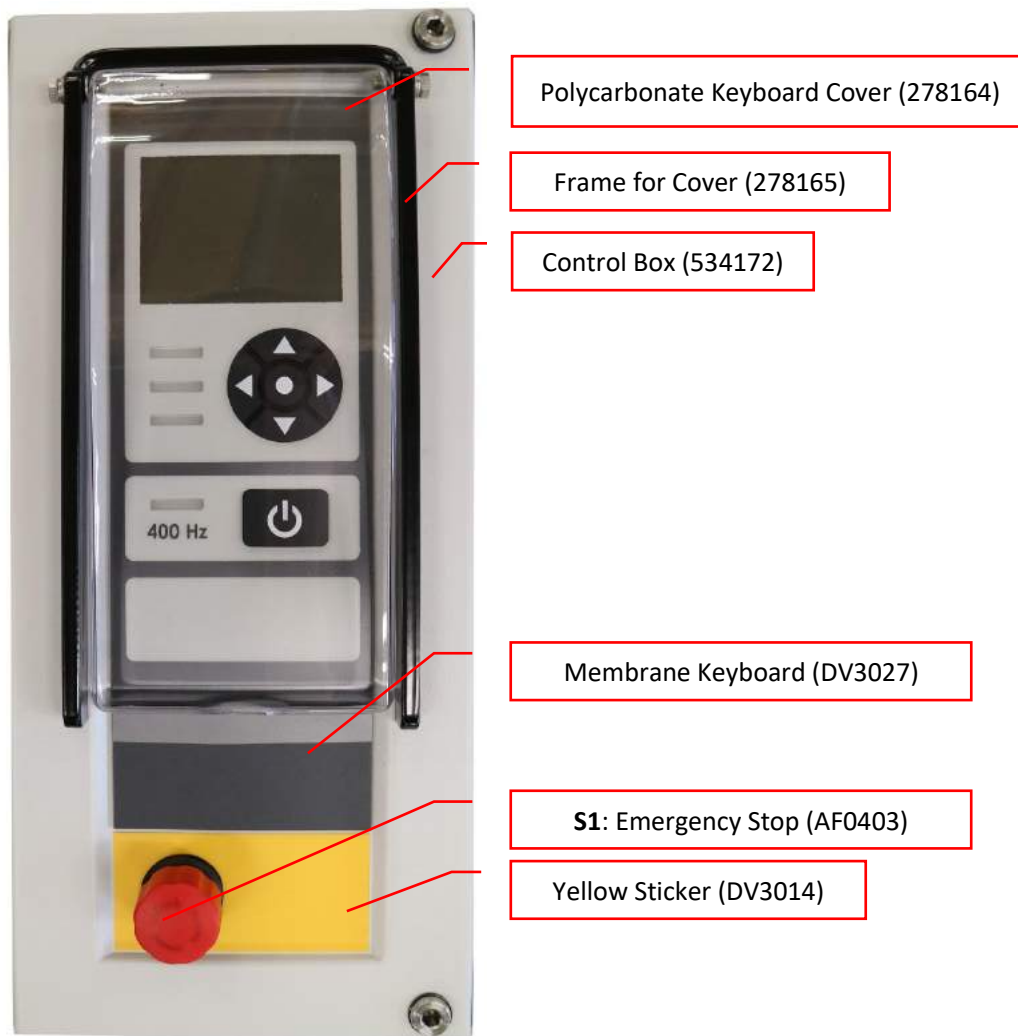
Here are the available remote control boxes illustrated:

- 1) 578806 1 x 400 Hz Output
- 2) 578818 2 x 400 Hz Output
- 3) 578819 1 x 400 Hz & 1 x 28 VDC Output (ARU)
- 4) 578820 1 x 400 Hz Output & controls for Retriever/Hoist

The four different remotes are illustrated below and the inside of the remote box is illustrated in the end.

Remote - 1 x 400 Hz Output

Complete unit: (578806)



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Remote - 2 x 400 Hz Output

Complete unit: (578818)



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Remote - 1 x 400 Hz & 1 x 28 VDC Output (ARU)

Complete unit: (578819)



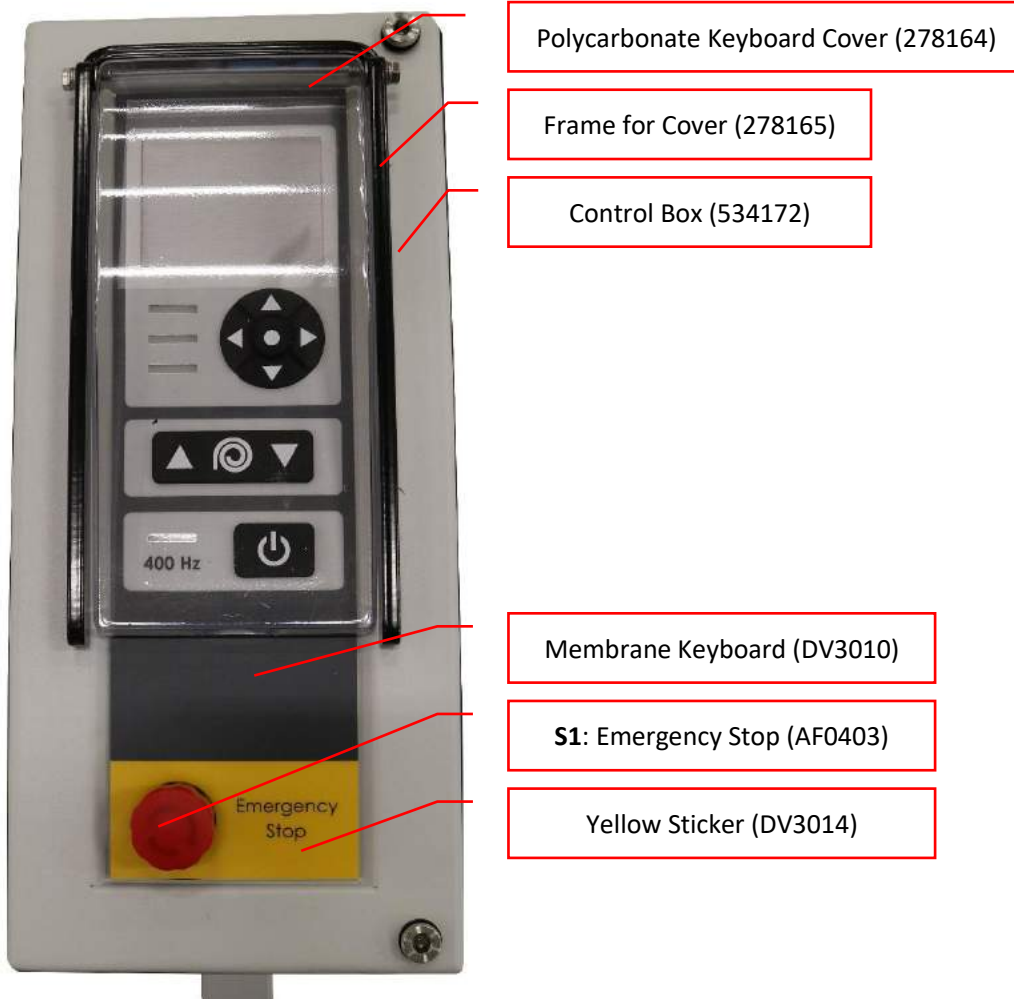
Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Remote - 1 x 400 Hz Output & controls for Retriever/Hoist

Complete unit: (578820)

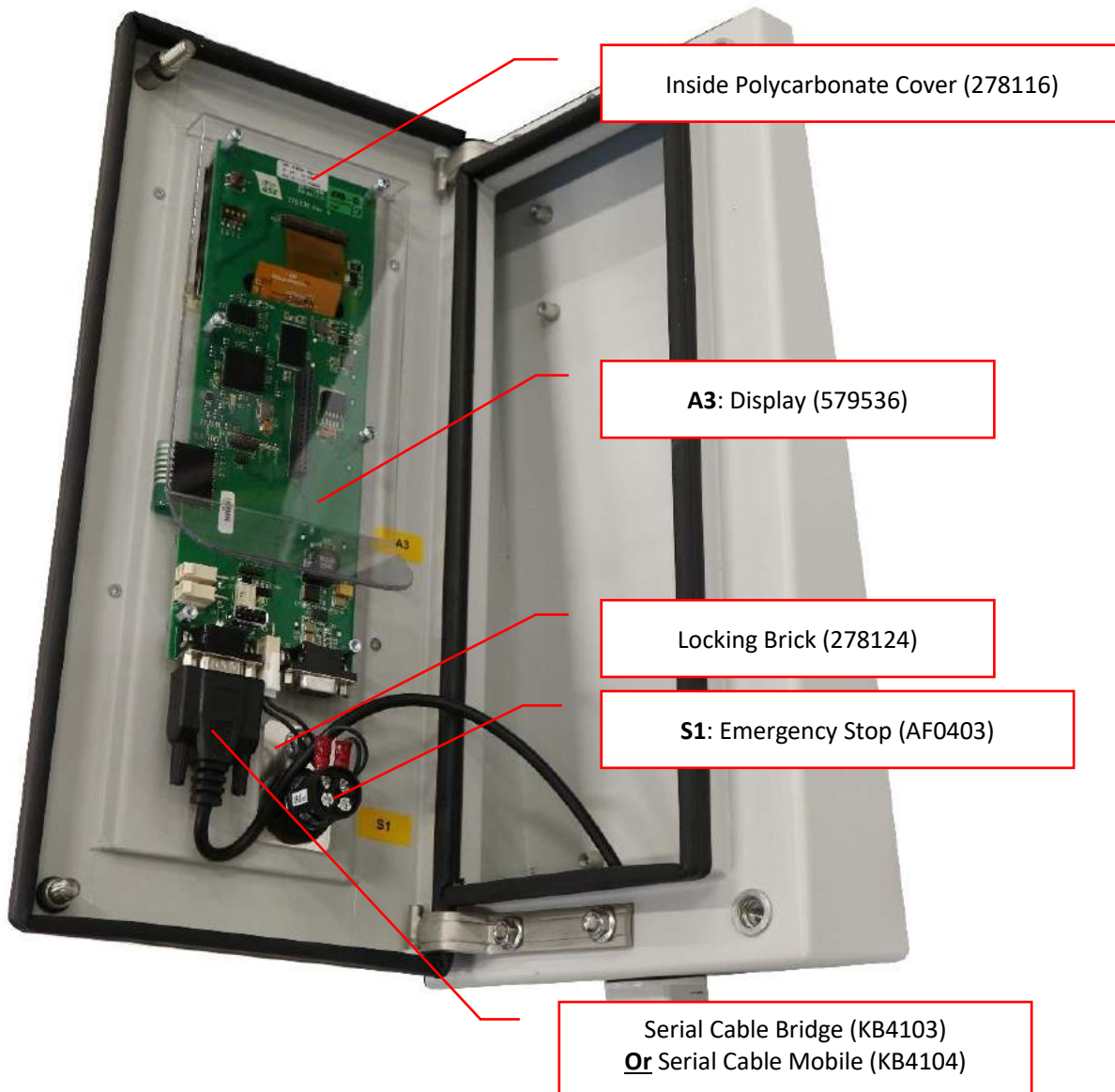
Outside view



Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Inside View

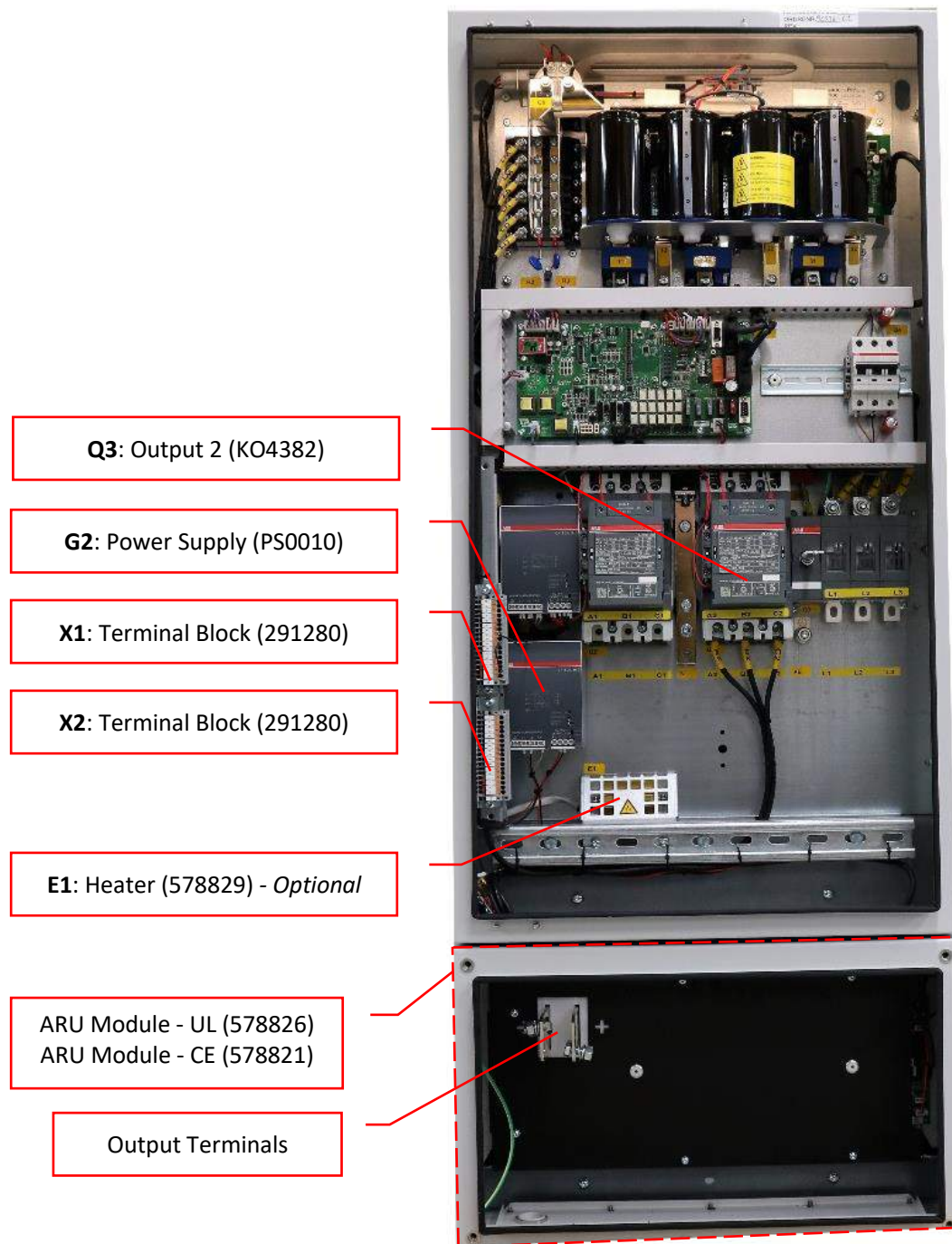


Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

ARU illustrated parts list

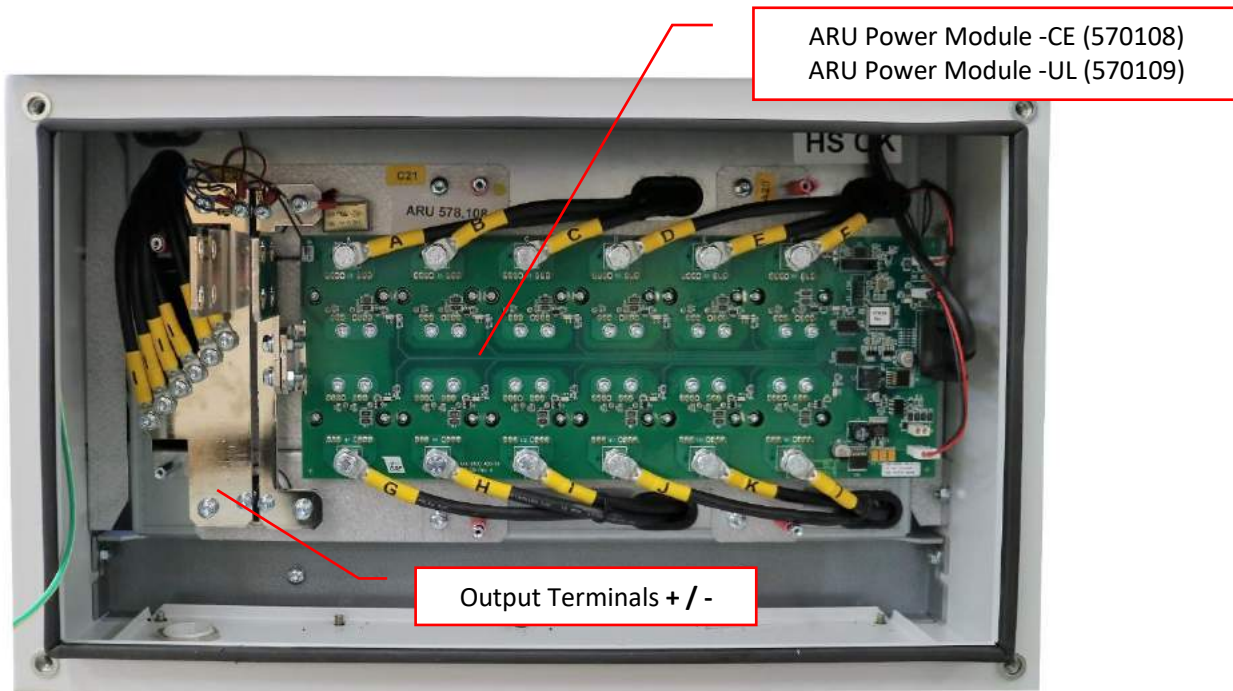
Front View (complete unit)



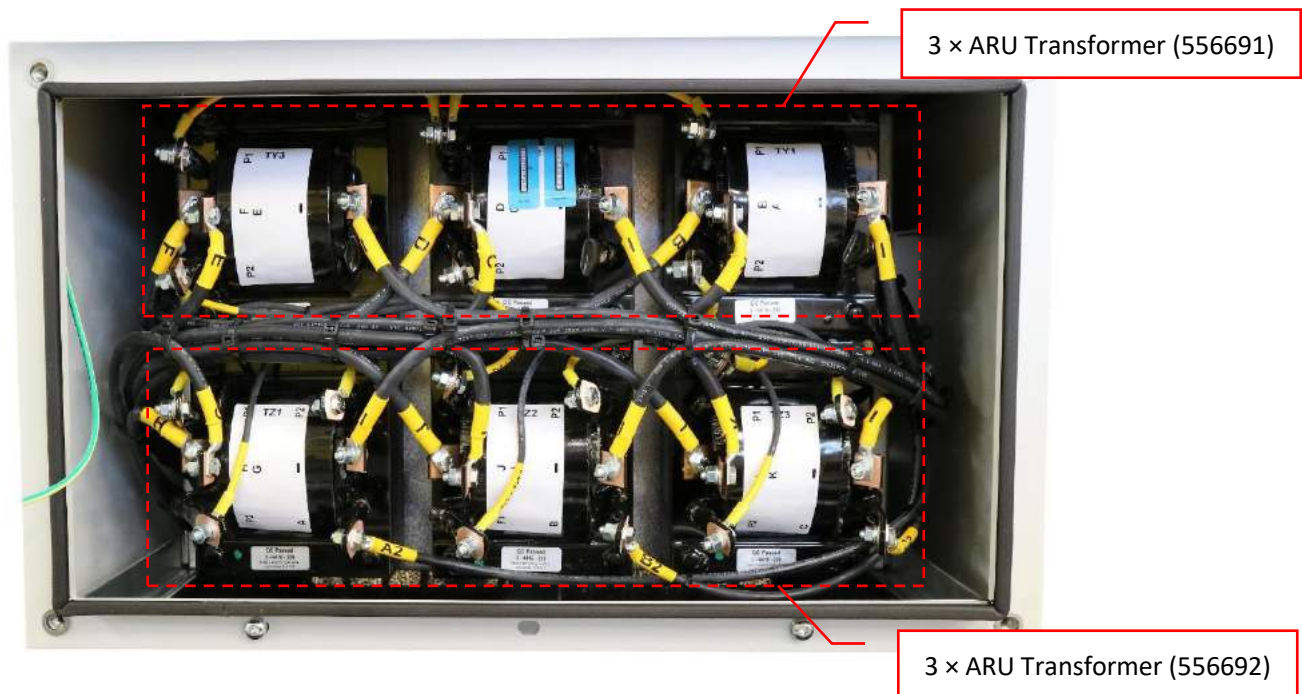
Illustrated Parts List - AXA 2400 Compact – 30 - 90 kVA

Recommended Spare parts list 578710 rev. A

Front View (ARU)



Back View (ARU)



Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
STANDARD SERVICE PROVIDER AGREEMENT
PURCHASE OF NEW ITW GSE PRECONDITIONED AIR AND GROUND POWER
UNITS FOR THE LEE COUNTY PORT AUTHORITY
RFB 19-04

THIS STANDARD SERVICE PROVIDER AGREEMENT is entered this ____ day of _____, 20__, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and ITW GSE, INC., a Florida corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 11001 U.S. Highway 41 North, Palmetto, FL 34221, Federal Identification Number 26-1568318.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below to provide ITW GSE Preconditioned Air and Ground Power Units for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the goods and/or services required under this Agreement and has submitted a bid agreeing to provide the requested goods or services, and states that it is qualified, willing and able to provide and perform all such services and provide any goods required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and

WHEREAS, the Provider has been selected to provide the goods and/or services described below as the result of a competitive selection process by Authority in accord with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to provide the goods and/or perform the services required to complete the work set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for one (1) year.

5.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

7.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

8.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement, either in a Lump Sum/Not to Exceed Amount or for Work in Progress, based upon Provider's monthly invoice, as described in this Section.

9.2 METHOD OF PAYMENT

- (a) LUMP SUM - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum as specified in Exhibit "B".

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Provider as may be required and/or necessary to complete each and every task set forth in the Scope of Services.

- (b) PAYMENT SCHEDULE - The Authority shall issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to

the amount of any Provider's invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.0 FAILURE TO PERFORM

Should the Provider fail to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

11.0 AUTHORITY'S REPRESENTATIVE

The James Furioli, Director of Maintenance, shall administer this Agreement for Authority.

12.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such

systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

13.0 AIRPORT SECURITY REQUIREMENTS

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall notify the Airports Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5)

days, the Provider shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

14.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.

15.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

16.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider 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 Port Authority deems appropriate.

17.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

17.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 17.2.1 through 17.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

17.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

17.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. If Provider provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$1,000,000
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If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

17.2.2. Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

17.2.3. Employers Liability and Workers' Compensation Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Florida Statutory Requirements

Employer's Liability

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

17.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

17.2.5. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

18.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

19.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

20.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

21.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the

Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

22.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

23.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, 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.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

24.0 COVENANTS AGAINST DISCRIMINATION

24.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

24.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

24.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 24.1 through 24.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

25.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 25.1. All persons employed by Provider during the term of this Agreement
- 25.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

26.0 HEADINGS

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

27.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

28.0 NOTICES AND ADDRESS

28.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Attention: Airport Executive Director

ITW GSE INC.
11001 U.S. Highway 41 North
Palmetto, FL 34221
Attention: Alberto Rocha, Sales Director

28.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

29.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) calendar days written notice to the Provider.

30.0 TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Consultant is found to have submitted a false certification under Section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

31.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

32.0 SECURING AGREEMENT DISCLOSURE

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

33.0 AMENDMENTS OR MODIFICATIONS

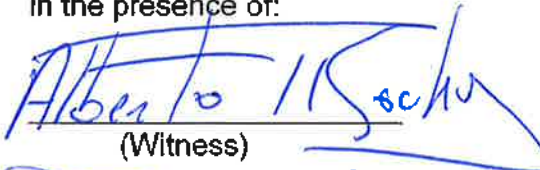
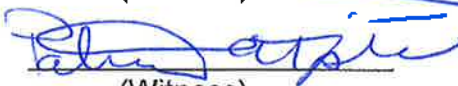
The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

34.0 ACCEPTANCE


Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

Signed, Sealed and Delivered
in the presence of:


(Witness)

(Witness)

Provider

By: 
Title: Division Controller
Date: 12/18/18

(CORPORATE SEAL)



ITW GSE Inc.
11001 U.S. Hwy 41 N
Palmetto, FL 34221
Phone: +1-941-721-1000
Fax: +1-941-721-1087

ATTEST:
LINDA DOGGETT, CLERK OF COURT

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of
Florida

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Office of the Port Authority Attorney

I:\DOCS\FMA\005268\11M6039.WPD

EXHIBIT "A"

SCOPE OF SERVICES

Delivery of three (3) new ITW GSE 3400 PCA ADF-130/2H PC Air and two (2) new ITW GSE 90SX240H Ground Power Units. Designated models only. Due to standardization, no substitutes will be allowed.

A. Bids must include:

- **Three (3) New ITW GSE 3400 PCA ADF-130/2H PC Air Units**
 1. Delivery of all materials and equipment
 2. Spare parts and accessories
 3. All manuals
 4. In-process inspection and testing of all equipment installations
 5. Freight

FOB Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913

- **Two (2) New ITW GSE 90SX240H Ground Power Units**
 1. Delivery of all materials and equipment
 2. Spare parts and accessories
 3. All manuals
 4. In-process inspection and testing of all equipment installations
 5. Supply all passenger boarding bridge mounting brackets
 6. Freight

FOB Southwest Florida International Airport
11000 Terminal Access Road
Fort Myers, FL 33913

General Conditions

- Provider must list recommended initial spare parts for the equipment, including standard commercial prices and lead times to acquire such spare parts. Complete technical manuals must be supplied to the Lee County Port Authority.
- During the term of this Agreement, Provider must furnish on-going service and maintenance for any and all listed equipment upon expiration of the manufacturer's standard warranty.
- In the event of unit failure Provider agrees to provide an on-site repair response within 24 hours for one (1) year from the date of this Agreement for PC Air Units and two (2) years from the date of this Agreement for Ground Power Units.
- Provider's prices must remain firm for the entire term of this Agreement.

Standard Manufacturer's Warranty is Required

- a. Provider must warrant that for a period of one year from the date of delivery and/or installation of each piece of equipment, and its acceptance by the Authority, whichever is later, the goods provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.
- b. During the warranty period, Authority may, at its option, request that Provider repair or replace any defective goods, by written notice to Provider. In that event, Provider shall repair or replace the defective goods, at Provider's expense, within thirty days. Alternatively, Authority may return the defective goods, at Provider's expense, for a full refund. Exercise of either option shall not relieve Provider of any liability to Authority for damages sustained by virtue of Provider's breach of the warranty.

EXHIBIT "B"

COMPENSATION SCHEDULE

New Hobart ITW GSE 3400 PCA ADF-130/2H PC Air Units Price per unit	\$77,800
New Hobart ITW GSE 90SX240H Ground Power Units Price per unit	\$25,000
New Hobart ITW GSE 3400 PCA ADF-130/2H PC Air Units Total Cost	\$233,400
New Hobart ITW GSE 90SX240H Ground Power Units Total Cost	\$50,000
Total Cost All Units	\$283,400

EXHIBIT "C"

CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

Name and Address of Agency	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A
	COMPANY LETTER B
Name and Address of Insured	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors				General Aggregate		\$
					Products Comp/Ops Aggregate		\$
					Personal & Advertising Injury		\$
					Each Occurrence		\$
					Fire Damage (Any one Fire)		\$
					Medical Expense (Any one Person)		\$
					Specific Project*		\$As above
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	Each Accident	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	Each Occurrence	Aggregate
						\$	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory		
					(Each Accident)	\$	
					(Disease-Policy Limit)	\$	
					(Disease-Each Employee)	\$	
	OTHER						

- Contractual Liability Coverage
 Description of Contract:
 The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:
 The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
 Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:



Lee County Port Authority
 11000 Terminal Access Road
 Suite 8671
 Fort Myers, Florida 33913

Name and Address of Certificate Holder

Date Issued: _____
 Authorized Representative: _____
 Address: _____
 Telephone #: _____

Lee County Port Authority
11000 Terminal Access Road.,
Fort Myers, Florida 33913

Suite 8671

PLEASE READ CAREFULLY



CERTIFICATE OF

LEE COUNTY PORT AUTHORITY

INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the purchase of seven (7) fleet vehicles, three (3) from Tamiami Ford under Collier County Contract #12-5935 and four (4) vehicles from Alan Jay Automotive under Sourcewell Contract #2019-120716-NAF in the amount of \$273,878.48.
2. **FUNDING SOURCE:** Funds are available in accounts: VB5131541200.506430, Vehicles/Rolling Stock and PD5420141206.506430, Gerlach Trust used exclusively for Airport Police Department Canine expenses.
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides for the replacement of five (5) vehicles and the purchase of two (2) new additional vehicles utilizing two separate cooperative purchase agreements; Collier County Contract #12-5935 and Sourcewell Contract #2019-120716-NAF.

5. **CATEGORY:** 7.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. **BACKGROUND:**

The Lee County Port Authority Maintenance Department maintains a vehicle condition and replacement program that provides staff with a systematic method to monitor the airport's fleet and to plan for the well-balanced replacement of nearly 100 vehicles. Based on the program and staff's evaluation, five (5) vehicles have been identified for replacement in FY 18/19. The selection is based on several criteria, including but not limited to the vehicle's age, mileage, condition, hours, type of operation and cost of ownership over the previous five years.

In addition to the replacement of five (5) vehicles, two (2) additional vehicles are requested to be added to the fleet, one (1) for the Airport Police Canine Department and one (1) for Maintenance to support the growth and expanded responsibilities of their respective departments. Each new vehicle includes a standard manufacturer's warranty of 36-months/36,000 miles. Routine maintenance will be provided by the Lee County Port Authority Vehicle Maintenance staff. The five (5) vehicles being replaced will be sold at auction once the new vehicles arrive.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X (4-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

Cooperative purchase agreements will be utilized which combines purchase requirements of two or more public entities in order to leverage the benefits of volume purchases, obtain delivery and supply chain advantages, and reduce administrative time and costs.

The Sourcewell contract is based on combined requirements of multiple organizations and is a cooperative resource that offers nationwide contracts on a variety of vehicles, equipment and services. The Collier County contract was competitively bid and allows other local governments to piggyback additional vehicle purchases under the same contract pricing and terms agreed to by Collier County. By utilizing these two cooperative purchase agreements, the Authority is able to reduce administrative costs and gain the economies of scale that it would otherwise not receive if it solicited competitive bids on its own.

Staff recommends the purchase of the following seven (7) vehicles:

(2) 2019 Ford F-150 Super Crew 4x4 Pursuit Trucks (Police)*	\$116,217.12
(1) 2019 Ford F-150 XL Super Crew 4x4 (Operations)	\$ 43,605.36
(2) 2019 Chevy 1500 4x4 Crew Cabs (Maintenance)	\$ 61,515.00
(1) 2019 Chevy 2500HD 4x4 Double Cab (Maintenance)	\$ 28,190.00
(1) 2019 Chevy 1500 4x4 Double Cab (Maintenance)	\$ 24,351.00

Total purchase amount for the seven (7) vehicles: \$273,878.48

*One of the trucks requested by APD will be paid for utilizing funds from the Gerlach Trust. The Gerlachs, a local family, established the trust in 2010, bequeathing \$288,110.71 to the Port Authority for use in supporting the LCPA Airport Police Canine Department.

The following five (5) vehicles are scheduled to be replaced and ultimately sold at auction:

2014 Dodge Charger Police Interceptor
2004 Ford Explorer XLS 4x4
1998 Ford F150 XL 4x4
2006 Ford F250 XLT 4x4
2000 Ford F150 WS 4x4

Attachment:

1. Vehicle Quotes

**FORD - 2019 - Ford F150 Police Responder
Super Crew (4 Door) 4x4**

	LCPA - APD Patrol Unit	Tamiami Ford	Doug Holland
CODE #	Description	Notes	Price
W1P	Super Crew 4x4 - 5.5' Box		39929.7
994	3.5L V6 EcoBoost®		Standard Equipment
44G	Electronic Ten-Speed Automatic		Standard Equipment
53A	Trailer Tow Package		916
18B	Black Platform Running Boards		231
63S	Box Side Steps		299
59S	Fog Lamps		128
67T	Trailer Brake Controller		253
61P	Power Passenger Seat 10-way		272
76R	Reverse Sensing System		253
96X	Tonneau Pickup Box Hard Cover		916
96W	Spray-in Bedliner		548
Standard Equipment	Rear View Camera w/ Hitch Assist		Standard equipment
59E	Keys - ALL Alike (Note: Code to be provided by LCPA-APD)		Not Available
85R	RR - Mount Plate		Not Available
86P	Front Lamp Housing Unit - Predrill		Not Available
86T	RR - Tail Lamp Housing		Not Available
87R	Rear View Mirror Cam.		Not Available
51R	Driver LED Spot Lamp- A-Pillar Spot		Not Available
OTHER			
OTHER	Fuel Charge		11.36
OTHER	Destination & Delivery		1495
OTHER			
Contract Name & Number if Used - ?	#12-5935		
Sub Total			\$45,252.06
Fleet Credit			-\$1,295.00
Additional Notes			\$ (5,800.00)
Quoted PRICE			\$38,157.06
Lightning Wireless Quote #			
Total Quote Amount			

Doug Holland
9/19/2018

Doug Holland Tamiami Ford
Commercial/Fleet Manager
239-643-3673
239-253-7138 Cell
dholland@gotamiami.com
tamiami.doug@gmail.com



CNGP530

VEHICLE ORDER CONFIRMATION

09/19/18 14:27:03

=>

Dealer: F24428

2019 F-150

Page: 1 of 1

Order No: 9999 Priority: L4 Ord FIN: QA105 Order Type: 5B Price Level: 915

Ord PEP: 150A Cust/Flt Name: LEE CNTY PORT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
W1P F150 POL RESP	\$42955	\$40808.00	53A TRAILER TOW PKG	\$995	\$916.00
145" WHEELBASE			.PRO TRAILER AST		
UM AGATE BLACK			595 FOG LAMPS	140	128.00
P POLICE SEAT			61P PWR PASSENGER	295	272.00
G MED EARTH GRAY			63S BOX SIDE STEPS	325	299.00
150A EQUIP GRP			67T TRL BRAKE CONTR	275	253.00
.XL SERIES			76R REV SENSING SYS	275	253.00
.18" MACH WHEEL			96W SPRAY- IN LINER	595	548.00
994 3.5L V6 GTDI			96X TONNEAU - HARD	995	916.00
44G ELEC 10-SPDAUTO			SP FLT ACCT CR		(1295.00)
.LT275/65R18C			FUEL CHARGE		11.36
.3.55 ELEC LOCK			DEST AND DELIV	1495	1495.00
LT CAPABILITY			TOTAL BASE AND OPTIONS	48595	44835.36
7000# GVWR			TOTAL	48595	44835.36

18B BLK PLAT BDS 250 231.00 *THIS IS NOT AN INVOICE*

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC01286



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Fort Myers
Corp. Headquarters
 2100 Electronics Lane
 Fort Myers, FL 33912
 (239) 481-8700
 MV98303

West Palm Beach
Branch Location
 3161 Fairlane Farms Rd, Ste 7
 Wellington, FL 33414
 (561) 370-3740
 MV98582

Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

Date	Quote
9/17/2018	6528

Description	Qty	Rate	Total
1- 2019 Ford F150 Crew Cab FX4 (Marked Patrol) *** Priced Per Vehicle ***			
Code 3 21TR52 LED Light Bar 52 Inch Multicolor Red / White, Blue / White Front. Red / Amber , Blue / Amber Rear. Includes Take Down, Alley's, and Traffic Advisor. Full Flood / Scene Feature Included. Config# C113783	1	1,600.00	1,600.00
*** Strap Kit to Fit 2019 Ford F150 Pickup ***			
Code 3 3450 MR6MC-RB Red/Blue 6 LED Light Head - Front Push Bumper (Outsides), Side Infront Of Mirror Vertical	4	73.00	292.00
Code 3 M180MC-RB Multi-Colored LED Three in One Warning, Scene, And White take down Puddle Light - Red/Blue -Front Center Push with Take Down Wig Wags	2	102.00	204.00
Code 3 ULTMC-RB 12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Red / Blue - Sides Push Bumper	2	75.00	150.00
Code 3 HB915W Hide A Blast White Corner LED's - Front Headlamps	2	80.00	160.00
Code 3 HB915B Hide A Blast Blue Corner LED's - Rear Clear Lamps	2	80.00	160.00
Code 3 HB915R Hide A Blast Red Corner LED's - Rear Red Tail Lamps	2	80.00	160.00
Code 3 XT308-RB Extreme XT3 Series 8 Head, Flashing, 4 Red- 4 Blue - Rear Window	1	295.00	295.00
Code 3 HB4PAKMC-RB 4-Pack LED Hide-A-Blast™, multicolor, red/blue (pair) - Side Runners	2	136.00	272.00
Code 3 C3RNR-36R-RB 36" Outliner Perimeter Bar, right wire exit, for running boards, pushbumpers, tail gates, red/blue (Runner) - Under Tailgate	1	195.00	195.00
Code 3 3450 Banshee® - dual tone and low frequency siren amp system, 100 watt/200 watt output	1	240.00	240.00
Code 3 3492L6S XCEL® siren, 24 volt, hard-wired mic with light control and hard-wired mic	1	325.00	325.00
Code 3 C3100U Speaker, 100W w/Universal Mounting Bracket, Black - Mounted on Front Push	2	145.00	290.00
Code 3 940 Flasher Module - Front M180 Wig Wags	1	50.00	50.00
Troy CC-WBOS-20, 20" wide-body console with 8" slope area, 12" level area and open storage area on side of console.	1	455.00	455.00
Troy AC-F150-15, floor plate for center seat delete applications	1	0.00	0.00
Troy FP-C3-XCEL, faceplate for Code 3 XCEL siren controller	1	0.00	0.00
3" Motorola XTL2500/5000/APX6500 remote 05/07 face plate	1	0.00	0.00
Troy FP-BLNK1, 1" blank faceplate.	1	0.00	0.00
Troy FP-AP12-3 Faceplate 2" with 3 DC Outlets (mounts in console).	1	0.00	0.00
Troy AC-INBHG Internal Dual Cup Beverage Holder.	1	37.00	37.00
Troy FP-SGTRAY Low-Profile Tray 4" (for sunglasses, cell phone, loose change, etc.)	1	28.00	28.00
Troy FP-BLNK2, 2" blank faceplate.	1	0.00	0.00

Subtotal

Sales Tax (0.0%)

Total

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Signature



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Fort Myers
Corp. Headquarters
 2100 Electronics Lane
 Fort Myers, FL 33912
 (239) 481-8700
 MV98303

West Palm Beach
Branch Location
 3161 Fairlane Farms Rd, Ste 7
 Wellington, FL 33414
 (561) 370-3740
 MV98582

Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

Date	Quote
9/17/2018	6528

Description	Qty	Rate	Total
Troy L3-API-SET, DC outlet with plastic cap. Sold per (1) one each. Please order sufficient quantities for this configuration.	3	8.00	24.00
Troy AC-TB-PRTR-58-CC, rotating printer arm rest. Bolts to rear of console.	1	284.00	284.00
Troy CM-SDMT-SL-LED, side-mount computer mount, bolt so to side of console. Includes TROY'S unique slide-arm feature. Accommodates a Gamber docking station (not included).	1	338.00	338.00
Troy GM-SGL-MNT Theft-deterrent single weapon mount. Includes one (1) GM-B-SC5-BKT* lock bracket and one (1) butt plate. Locks sold separately.	1	145.00	145.00
Troy GL-SC6 New handcuff style lock with standard #2 key and push-button override.	1	155.00	155.00
Westin 36-52065 Pit Bar Elite XD For 2015-2017 F-150 Police Rspnder *** Must Fit A 2018 ***	1	395.00	395.00
Westin 36-6015C4MR6 Push Bar Light Channel 33.1 inch Code 3, 4 Hole for MR6 Lights	1	29.00	29.00
Stream Light 75713 Stinger LED Flashlight with Standard Charger A/C And D/C	1	130.00	130.00
MN Star X Option Radio Power, 20 Amp, 10 Gauge, Front Battery to Console	1	45.00	45.00
MN Star TIFS Integrator Level 1, Common Ground to Front (1/4"), Swing Arm	1	365.00	365.00
MN Star 2 Option, 2nd Siren Speaker	1	15.00	15.00
MN Star B Option Mid-Ship Lights at the B or C Pillar, Driver & Passenger side	1	28.00	28.00
MN Star 00-AH02 Accessory Harness, Truck Rear Lights, 2 Rear Warning Lights with Work Light 1 Near Cab	1	68.00	68.00
MN Star M Option Side Mirror Warning Lights, Driver & Passenger side	1	25.00	25.00
MN Star Option O (Running Board Lights Dual Trigger)	1	27.00	27.00
MN Star DVT-01 Dual Voltage Timer, 30 Amp Load, Low Voltage Cut Off at 11 VDC or 11.75 VDC, Time Delay, and Over Voltage Cut-Off at 18 VDC	1	105.00	105.00
American Aluminum EZ Rider 1/3 Prisoner 2/3 K-9 for a 2018 Ford F-150, K9 Exits driver side Is this vehicle police package- Yes ** Includes Door Panels and Window Guards ** ** 38.5"W x 29.25"D x 38"H ** *** CUSTOMER WILL USE THE OEM SEAT ***	1	2,630.00	2,630.00
American Aluminum Black Powder Coating	1	0.00	0.00
American Aluminum LED Light (White & Red), comes with switch and wiring diagram.	1	0.00	0.00
American Aluminum Mat Deluxe, Non-Toxic, Custom Fit Rubber Liner	1	0.00	0.00

Subtotal

Sales Tax (0.0%)

Total

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Date	Quote
9/17/2018	6528

Description	Qty	Rate	Total
GF Fire Extinguisher	1	89.00	89.00
Gamber Johnson 7160-0802-02 Panasonic CF-20 Toughbook Docking Station (Port replication, Dual RF)	1	890.00	890.00
Gamber Johnson 11798 Lind Automobile Bare Wire Leads Power Adapter for Panasonic Toughbook / Toughpad	1	120.00	120.00
Insight Brother PJ722 PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer)	1	325.00	325.00
Insight Brother LB3692 Car adapter wired, 14' length	1	24.00	24.00
Insight USB Cable, 4 pin USB Type AMale to Mini-USB Type BMale	1	12.00	12.00
Insight Magtek 21040102- Mini swipe card reader, USB HID, tracks 1, 2, 3, - black	1	70.00	70.00
Stalker 805-0022-00 Dual SL - 2 Antenna Radar System (F150)	1	2,150.00	2,150.00
Mobile Mark LTM402-3B3A3A2A-BLK-204 Global LTM Series (4 cables) Cable 1 - 694-960/1710-3700 MHz, 17 ft LL-195 Mini UHF-plug Cable 2 - 694-960/1710-3700 MHz, 15 ft LL-195 TNC-plug Cable 3 - 2.4-2.5/4.9-6 GHz, 17 ft LL-195 TNC-plug Cable 4 - GPS 17 ft RG-174 TNC-plug	1	198.00	198.00
Magnetic Mic System - CDP	2	34.00	68.00
Kroll EMI-7000 Life Hammer	1	17.00	17.00
Meyer UnderCover FX21019 Truck Bed Cover Undercover Flex *** Must fit the 2019 Ford F-150 Crew Cab Short Bed 5.5 Ft ***	1	975.00	975.00
Tremco Fleet Smart Anti-Theft System for 2019 Ford F150 Police Responder Pick-up	1	110.00	110.00
Vehicle Tinting 2 Front Windows Only Legal	1	105.00	105.00
Vehicle Tinting Visor Strip Legal	1	35.00	35.00
Veh Labor - Paint Doors 4 Doors Only White	1	950.00	950.00
Rhino Lining Spray Bedliner - Short Bed	1	600.00	600.00
Vehicle Graphics - LCPA - Police Design All Reflective 3M Material	1	600.00	600.00
Labor - Vehicle Equipment Installation @ Fort Myers Shop	1	1,975.00	1,975.00
Labor - Vehicle Equipment Installation - Panasonic Arbitrator Camera System (Removal from Old Vehicle and re-installation into New Patrol)	1	650.00	650.00

Subtotal

Sales Tax (0.0%)

Total

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Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
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Fort Myers, FL 33913

Date	Quote
9/17/2018	6528

Description	Qty	Rate	Total
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	75.00	75.00
Shipping / Freight	1	575.00	575.00
** Customer To Supply Radios Complete, LFS will Supply Antenna **			

Subtotal	\$20,334.00
Sales Tax (0.0%)	\$0.00
Total	\$20,334.00

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Signature _____

**FORD - 2019 - Ford F150 Police Responder
Super Crew (4 Door) 4x4**

	LCPA - APD K9 Unit	Tamiami Ford	Doug Holland
CODE #	Description	Notes	Price
W1P	Super Crew 4x4 - 5.5' Box		39929.7
994	3.5L V6 EcoBoost®		Standard Equipment
44G	Electronic Ten-Speed Automatic		Standard Equipment
53A	Trailer Tow Package		916
18B	Black Platform Running Boards		231
63S	Box Side Steps		299
59S	Fog Lamps		128
67T	Trailer Brake Controller		253
61P	Power Passenger Seat 10-way		272
76R	Reverse Sensing System		253
96X	Tonneau Pickup Box Hard Cover		916
96W	Spray-in Bedliner		548
Standard Equipment	Rear View Camera w/ Hitch Assist		Standard Equipment
59E	Keys - ALL Alike (Note: Code to be provided by LCPA-APD)		Not Available
85R	RR - Mount Plate		Not Available
86P	Front Lamp Housing Unit - Predrill		Not Available
86T	RR - Tail Lamp Housing		Not Available
87R	Rear View Mirror Cam.		Not Available
51R	Driver LED Spot Lamp- A-Pillar Spot		Not Available
OTHER			
OTHER	Fuel Charge		11.36
OTHER	Destination & Delivery		1495
OTHER			
Contract Name & Number If Used - ?	#12-5935		
Sub Total			\$45,252.06
Fleet Credit			-\$1,295.00
Additional Notes			\$ (5,800.00)
Quoted PRICE			\$38,157.06
Lightning Wireless Quote #			
Total Quote Amount			

Doug Holland
9/19/2018

Doug Holland Tamiami Ford
Commercial/Fleet Manager
239-643-3673
239-253-7138 Cell
dholland@gotamiami.com
tamiami.doug@gmail.com



CNGP530

VEHICLE ORDER CONFIRMATION

09/19/18 14:27:03

==>

Dealer: F24428

2019 F-150

Page: 1 of 1

Order No: 9999 Priority: L4 Ord FIN: QA105 Order Type: 5B Price Level: 915

Ord PEP: 150A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
W1P	F150 POL RESP	\$42955	\$40808.00	53A	TRAILER TOW PKG	\$995	\$916.00
	145" WHEELBASE				.PRO TRAILER AST		
UM	AGATE BLACK			595	FOG LAMPS	140	128.00
P	POLICE SEAT			61P	PWR PASSENGER	295	272.00
G	MED EARTH GRAY			63S	BOX SIDE STEPS	325	299.00
150A	EQUIP GRP			67T	TRL BRAKE CONTR	275	253.00
	.XL SERIES			76R	REV SENSING SYS	275	253.00
	.18" MACH WHEEL			96W	SPRAY- IN LINER	595	548.00
994	3.5L V6 GTDI			96X	TONNEAU - HARD	995	916.00
44G	ELEC 10-SPDAUTO				SP FLT ACCT CR		(1295.00)
	.LT275/65R18C				FUEL CHARGE		11.36
	.3.55 ELEC LOCK				DEST AND DELIV	1495	1495.00
	LT CAPABILITY			TOTAL	BASE AND OPTIONS	48595	44835.36
	7000# GVWR			TOTAL		48595	44835.36

18B BLK PLAT BDS 250 231.00 *THIS IS NOT AN INVOICE*

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC01286



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Name / Address

Lee County Port Authority Police
Attn: Accounts Payable
11000 Terminal Access Road
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Fort Myers, FL 33913

K9

Date	Quote
9/17/2018	6621

Description	Qty	Rate	Total
1- 2019 Ford F150 Crew Cab FX4 (K-9 Marked Patrol) *** Priced Per Vehicle ***			
Code 3 21TR52 LED Light Bar 52 Inch Multicolor Red / White, Blue / White Front. Red / Amber , Blue / Amber Rear. Includes Take Down, Alley's, and Traffic Advisor. Full Flood / Scene Feature Included. Config# C113783	1	1,600.00	1,600.00
*** Strap Kit to Fit 2019 Ford F150 Pickup ***			
Code 3 MR6MC-RB Red/Blue 6 LED Light Head - Front Push Bumper (Outsides), Side Infront Of Mirror Vertical	4	73.00	292.00
Code 3 M180MC-RB Multi-Colored LED Three in One Warning, Scene, And White take down Puddle Light - Red/Blue -Front Center Push with Take Down Wig Wags	2	102.00	204.00
Code 3 ULTMC-RB 12 LED, Mega Thin Surface Mount, Multicolor 12-24V, Red / Blue - Sides Push Bumper	2	75.00	150.00
Code 3 HB915W Hide A Blast White Corner LED's - Front Headlamps	2	80.00	160.00
Code 3 HB915B Hide A Blast Blue Corner LED's - Rear Clear Lamps	2	80.00	160.00
Code 3 HB915R Hide A Blast Red Corner LED's - Rear Red Tail Lamps	2	80.00	160.00
Code 3 XT308-RB Extreme XT3 Series 8 Head, Flashing, 4 Red- 4 Blue - Rear Window	1	295.00	295.00
Code 3 HB4PAKMC-RB 4-Pack LED Hide-A-Blast™, multicolor, red/blue (pair) - Side Runners	2	136.00	272.00
Code 3 C3RNR-36R-RB 36" Outliner Perimeter Bar, right wire exit, for running boards, pushbumpers, tail gates, red/blue (Runner) - Under Tailgate	1	195.00	195.00
Code 3 3450 Banshee® - dual tone and low frequency siren amp system, 100 watt/200 watt output	1	240.00	240.00
Code 3 3492L6S XCel® siren, 24 volt, hard-wired mic with light control and hard-wired mic	1	325.00	325.00
Code 3 C3100U Speaker, 100W w/Universal Mounting Bracket, Black - Mounted on Front Push	2	145.00	290.00
Code 3 940 Flasher Module - Front M180 Wig Wags	1	50.00	50.00
Troy CC-WBOS-20, 20" wide-body console with 8" slope area, 12" level area and open storage area on side of console.	1	455.00	455.00
Troy AC-F150-15, floor plate for center seat delete applications	1	0.00	0.00
Troy FP-C3-XCEL, faceplate for Code 3 XCEL siren controller	1	0.00	0.00
3" Motorola XTL2500/5000/APX6500 remote 05/07 face plate	1	0.00	0.00
Troy FP-BLNK1, 1" blank faceplate.	1	0.00	0.00
Troy FP-API2-3 Faceplate 2" with 3 DC Outlets (mounts in console).	1	0.00	0.00
Troy AC-INBHG Internal Dual Cup Beverage Holder.	1	37.00	37.00
Troy FP-SGTRAY Low-Profile Tray 4" (for sunglasses, cell phone, loose change, etc.)	1	28.00	28.00
Troy FP-BLNK2, 2" blank faceplate.	1	0.00	0.00

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Subtotal
Sales Tax (0.0%)
Total

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Date	Quote
9/17/2018	6621

Description	Qty	Rate	Total
Troy L3-AP1-SET, DC outlet with plastic cap. Sold per (1) one each. Please order sufficient quantities for this configuration.	3	8.00	24.00
Troy AC-TB-PRTR-58-CC, rotating printer arm rest. Bolts to rear of console.	1	284.00	284.00
Troy CM-SDMT-SL-LED, side-mount computer mount, bolt so to side of console. Includes TROY'S unique slide-arm feature. Accommodates a Gamber docking station (not included).	1	338.00	338.00
Troy GM-SGL-MNT Theft-deterrent single weapon mount. Includes one (1) GM-B-SC5-BKT* lock bracket and one (1) butt plate. Locks sold separately.	1	145.00	145.00
Troy GL-SC6 New handcuff style lock with standard #2 key and push-button override.	1	155.00	155.00
Westin 36-52065 Pit Bar Elite XD For 2015-2017 F-150 Police Rspnder *** Must Fit A 2018 ***	1	395.00	395.00
Westin 36-6015C4MR6 Push Bar Light Channel 33.1 inch Code 3, 4 Hole for MR6 Lights	1	29.00	29.00
Stream Light 75713 Stinger LED Flashlight with Standard Charger A/C And D/C	1	130.00	130.00
MN Star X Option Radio Power, 20 Amp, 10 Gauge, Front Battery to Console	1	45.00	45.00
MN Star TIFS Integrator Level 1, Common Ground to Front (1/4"), Swing Arm	1	365.00	365.00
MN Star 2 Option, 2nd Siren Speaker	1	15.00	15.00
MN Star B Option Mid-Ship Lights at the B or C Pillar, Driver & Passenger side	1	28.00	28.00
MN Star 00-AH02 Accessory Harness, Truck Rear Lights, 2 Rear Warning Lights with Work Light 1 Near Cab	1	68.00	68.00
MN Star M Option Side Mirror Warning Lights, Driver & Passenger side	1	25.00	25.00
MN Star Option O (Running Board Lights Dual Trigger)	1	27.00	27.00
MN Star DVT-01 Dual Voltage Timer, 30 Amp Load, Low Voltage Cut Off at 11 VDC or 11.75 VDC, Time Delay, and Over Voltage Cut-Off at 18 VDC	1	105.00	105.00
American Aluminum EZ Rider 1/3 Prisoner 2/3 K-9 for a 2018 Ford F-150, K9 Exits driver side Is this vehicle police package- Yes ** Includes Door Panels and Window Guards ** ** 38.5"W x 29.25"D x 38"H ** *** CUSTOMER WILL USE THE OEM SEAT ***	1	2,693.00	2,693.00
American Aluminum Black Powder Coating	1	0.00	0.00
American Aluminum LED Light (White & Red), comes with switch and wiring diagram.	1	0.00	0.00
American Aluminum Mat Deluxe, Non-Toxic, Custom Fit Rubber Liner	1	0.00	0.00

Subtotal

Sales Tax (0.0%)

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Date	Quote
9/17/2018	6621

Description	Qty	Rate	Total
American Aluminum New Style Spill-proof, Permanent UNIVERSAL(fits any vehicle type) bracket mounted aluminum water dish (Designed to remain in place at all times. Do not remove from bracket)	1	107.00	107.00
Ace HP-5020 K9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster. *** 2019 Ford Police Responder F150 Crew Cab ***	1	1,290.00	1,290.00
Ace HA-FKT-10 PART # HA-FKT-10 Optional 10" Fan, Activation Module, Manual Switch & Materials	1	238.00	238.00
Ace HA-FWG Heavy-Duty Fan Guard	1	84.00	84.00
Ace HAP-EVS-K, Engine stall sensor	1	78.00	78.00
GF Fire Extinguisher	1	89.00	89.00
Gamber Johnson 7160-0802-02 Panasonic CF-20 Toughbook Docking Station (Port replication, Dual RF)	1	890.00	890.00
Gamber Johnson 11798 Lind Automobile Bare Wire Leads Power Adapter for Panasonic Toughbook / Toughpad	1	120.00	120.00
Insight Brother PJ722 PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer)	1	325.00	325.00
Insight Brother LB3692 Car adapter wired, 14' length	1	24.00	24.00
Insight USB Cable, 4 pin USB Type AMale to Mini-USB Type BMale	1	12.00	12.00
Insight Magtek 21040102- Mini swipe card reader, USB HID, tracks 1, 2, 3, - black	1	70.00	70.00
Mobile Mark LTM402-3B3A3A2A-BLK-204 Global LTM Series (4 cables) Cable 1 - 694-960/1710-3700 MHz, 17 ft LL-195 Mini UHF-plug Cable 2 - 694-960/1710-3700 MHz, 15 ft LL-195 TNC-plug Cable 3 - 2.4-2.5/4.9-6 GHz, 17 ft LL-195 TNC-plug Cable 4 - GPS 17 ft RG-174 TNC-plug	1	198.00	198.00
Magnetic Mic System - CDP	2	34.00	68.00
Kroll EMI-7000 Life Hammer	1	17.00	17.00
Meyer UnderCover FX21019 Truck Bed Cover Undercover Flex *** Must fit the 2019 Ford F-150 Crew Cab Short Bed 5.5 Ft ***	1	975.00	975.00

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Date	Quote
9/17/2018	6621

Description	Qty	Rate	Total
Tremco Fleet Smart Anti-Theft System for 2019 Ford F150 Police Responder Pick-up	1	110.00	110.00
Vehicle Tinting 2 Front Windows Only Legal	1	105.00	105.00
Vehicle Tinting Visor Strip Legal	1	35.00	35.00
Veh Labor - Paint Doors 4 Doors Only White	1	950.00	950.00
Rhino Lining Spray Bedliner - Short Bed	1	600.00	600.00
Vehicle Graphics - LCPA - Police Design All Reflective 3M Material	1	600.00	600.00
Labor - Vehicle Equipment Installation @ Fort Myers Shop	1	2,150.00	2,150.00
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	75.00	75.00
Shipping / Freight	1	575.00	575.00
** Customer To Supply Radios Complete, LFS will Supply Antenna **			

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Subtotal	\$19,569.00
Sales Tax (0.0%)	\$0.00
Total	\$19,569.00

Signature _____

Lee Cnty Port Authority

OPS

FORD - 2019 - F150 XL Super Crew - 5 1/2' Box - 4 Door - 4x4			
		Vendor	Contact
		Tamiami Ford	Doug Holland 239-253-7138
CODE #	Description	Notes	Price
W1E	SuperCrew® 4x4 - 5.5' Box		\$ 35995-
99B	3.3L V6 PFDI with Auto Start-Stop		
446	Electronic Six-Speed Automatic		
101A	Option Equipment Group - 101A		2075-
53A	Trailer Tow Package		916-
18B	BLACK PLATFORM RUNNING BOARDS		231-
6TT	TRAILER BRAKE CONTROLLER		253-
76R	REVERSE SENSING SYSTEM		253-
96W	SPRAY IN BED LINER		548-
96X	TANNED HARD COVER		916-
	SIDE WINDOW DEFLECTORS	N/A YET FOR FACTORY ORDER / WILL ORDER #INSTALL AT DEALERSHIP	89-
OTHER	FUEL CHARGE		1136
OTHER	DEST & DELIVERY		1495-
OTHER			
OTHER	XL MID DISCOUNT		< 691-7
Sub Total			4209136
Fleet Credit	SPECIAL FLEET ACCT CREDIT		< 1185-7
Addl. Notes	STATE CONCESSION		< 8400-7
Quoted PRICE			\$3250636

Doug Holland
8/24/2018

Doug Holland Tamiami Ford
Commercial/Fleet Manager
239-643-3673
239-253-7138 Cell
dholland@gotamiami.com
tamiami.doug@gmell.com



CNGP530

VEHICLE ORDER CONFIRMATION

08/24/18 11:36:29

==>

2019 F-150

TAMIAALI
FORD

Dealer: F24428

Page: 1 of 2

Order No: 9999 Priority: L1 Ord FIN: QA105 Order Type: 5B Price Level: 915

Ord PEP: 101A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
W1E	F150 4X4 CREW	\$38205	\$36295.00	18B	BLK PLAT BDS	\$250	\$231.00
	145" WHEELBASE				PRO TRAILER AST		
YZ	OXFORD WHITE				SYNC		
A	VINYL 40/20/40	NC	NC	53A	TRAILER TOW PKG	995	916.00
G	MED EARTH GRAY			67T	TRL BRAKE CONTR	275	253.00
101A	EQUIP GRP	2255	2075.00	76R	REV SENSING SYS	275	253.00
	.XL SERIES						
	.POWER EQUIP GRP				TOTAL BASE AND OPTIONS	45340	41808.36
	.CRUISE CONTROL				XL MID DISCOUNT	(750)	(691.00)
	.17"SILVER STEEL				TOTAL	44590	41117.36
99B	3.3L V6 PFDI				*THIS IS NOT AN INVOICE*		
446	ELEC 6-SPD AUTO				*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
	.265/70R-17						
X26	3.73 REG AXLE	NC	NC		* MORE ORDER INFO NEXT PAGE *		
	6500# GVWR				F8=Next		

CNGP530

VEHICLE ORDER CONFIRMATION

08/24/18 11:36:49

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2019 F-150

Dealer: F24428

Page: 2 of 2

Order No: 9999 Priority: L1 Ord FIN: QA105 Order Type: 5B Price Level: 915

Ord PEP: 101A Cust/Flt Name: LEE CNTY PORT PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
794	PRICE CONCESSN						
	REMARKS TRAILER						
96W	SPRAY- IN LINER	595	548.00				
96X	TONNEAU - HARD	995	916.00				
	FLEX FUEL						
	SP FLT ACCT CR		(1185.00)				
	FUEL CHARGE		11.36				
	PRICED DORA	NC	NC				
	DEST AND DELIV	1495	1495.00				
	TOTAL BASE AND OPTIONS	45340	41808.36				
	XL MID DISCOUNT	(750)	(691.00)				
	TOTAL	44590	41117.36				
	THIS IS NOT AN INVOICE						
	TOTAL PRICE EXCLUDES COMP PRICE ALLOW						



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Fort Myers
Corp. Headquarters
 2100 Electronics Lane
 Fort Myers, FL 33912
 (239) 481-8700
 MV98303

West Palm Beach
Branch Location
 3161 Fairlane Farms Rd, Ste 7
 Wellington, FL 33414
 (561) 370-3740
 MV98582

Name / Address

Lee County Port Authority-Finance Departm
Attn: Accounts Payable
PO Box 2463
Fort Myers, FL 33902

Date	Quote
8/24/2018	6527

Description	Qty	Rate	Total
I-2019 Ford F150 Crew Cab 4x4 (Ops Vehicle) *** Priced Per Vehicle ***			
Code 3 21TRPL 52 Inch Red LED with Take Downs and Alley's, Includes Traffic Advisor in Rear Red / Amber Single Color. Config# C95146 (See attached Drawing) *** Strap Kit To Fit A 2019 Ford F150 Crew Cab ***	1	1,350.00	1,350.00
Code 3 HB915W Hide A Blast White Corner LED's - Front Headlamps and Tail Lamps	4	85.00	340.00
Code 3 3492L6S XCel® siren, 24 volt, hard-wired mic with light control and hard-wired mic	1	325.00	325.00
Code 3 C3100U Speaker, 100W w/Universal Mounting Bracket, Black - Mounted Inside Bumper	1	150.00	150.00
Code 3 UTLY33-DC Utility bar, 33" double, combo,- Front Push Bumper	1	590.00	590.00
Code 3 UTLY08-DF Utility bar, 8" double, flood 12-24VDC - Side Push Mounted Off Angle	2	185.00	370.00
Go Light 20204 LED Permanent Mount, Hard Wired Dash Remote	1	455.00	455.00
IF01 Antenna Mobile Mount and Cable, Roof NMO 3/4 ' mount, LMR195/RG58, No Connector	1	18.00	18.00
IF21 Antenna Mobile 118-940 MHz, Unity, Tunable 1/4 Wave Whip (black mount, mounted in 3rd brake light or fender)	1	20.00	20.00
Radio Connector Misc. (Unknown)	1	7.00	7.00
Icom IC-A220 Panel Mount VHF Airband Transceiver- Mount in Console and Wire to Internal and Siren Speaker	1	1,450.00	1,450.00
ICOM SP-24 External Speaker	1	72.00	72.00
Troy CC-WBOS-20, 20" wide-body console with 8" slope area, 12" level area and open storage area on side of console.	1	454.00	454.00
Troy AC-F150-15, floor plate for 40/20/40 seat configurations with center seat delete	1	0.00	0.00
Troy FP-C3-XCEL, faceplate for Code 3 XCEL siren controller	1	0.00	0.00
Troy FP-MXTL5000 Faceplate, 3" plate for Motorola XLT 5000 one-piece radio	1	0.00	0.00
Troy FP-AP12-3 Faceplate 2" with 3 DC Outlets (mounts in console).	1	0.00	0.00
Troy FP-ICOMA200, 2" faceplate for an I-Com A200 aviation radio	1	0.00	0.00
Troy L3-API-SET, DC outlet with plastic cap. Sold per (1) one each. Please order sufficient quantities for this configuration.	3	8.00	24.00
Troy AC-INBHG Internal Dual Cup Beverage Holder	1	38.00	38.00
Troy FP-SGTRAY Low-Profile Tray 4" (for sunglasses, cell phone, loose change, etc.)	1	28.00	28.00
Troy AC-TB-ARMMNT-XL, rotating arm rest with 5" x 10" pad. Bolts to rear of console.	1	130.00	130.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal
Sales Tax (0.0%)
Total

Signature



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.

Sarasota
Branch Location
 4520 McAshton Street
 Sarasota, FL 34233
 (941) 413-5130
 MV98584

Fort Myers
Corp. Headquarters
 2100 Electronics Lane
 Fort Myers, FL 33912
 (239) 481-8700
 MV98303

West Palm Beach
Branch Location
 3161 Fairlane Farms Rd, Ste 7
 Wellington, FL 33414
 (561) 370-3740
 MV98582

Name / Address

Lee County Port Authority-Finance Departm
Attn: Accounts Payable
PO Box 2463
Fort Myers, FL 33902

Date	Quote
8/24/2018	6527

Description	Qty	Rate	Total
Westin 36-52065 Pit Bar Elite XD For 2015-2018 F-150	1	425.00	425.00
Westin 36-6015 Push Bumper Solid for 2015-2018 F-150/SSV	1	30.00	30.00
Westin 36-52065W Pit Bar Elite XD Wing wrap For 2015-2018 F-150	1	198.00	198.00
Meyer CG2000XL-7548 - 100% extension, 1000lb capacity Cargo Glide for 2019 Ford F-150 with 5.5ft bed	1	1,600.00	1,600.00
Shipping	1	425.00	425.00
Labor - Vehicle Equipment Installation	1	1,700.00	1,700.00
LWS Custom Wiring Harness, Includes Fuse Blocks and Circuit Breaker	1	350.00	350.00
T000 Miscellaneous Installation Hardware (including wire, connectors, wire ties, tape, etc.)	1	75.00	75.00
Vehicle Graphics - LCPA Operations F150 Digital Print on Reflective	1	475.00	475.00

To accept this quote please sign below and return to our office. Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal	\$11,099.00
Sales Tax (0.0%)	\$0.00
Total	\$11,099.00

Signature _____

ALAN JAY FLEET SALES



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	16631-5
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
9/24/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/3/2018

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL	CK10543	MSRP	\$37,900.00
2019 CHEVY SILVERADO 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147"WB (CK10543 1WT)			
CUSTOMER ID	TERMINAL SYSTEM	NJPA PRICE	\$25,833.00
BED LENGTH	5.5'		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.	\$0.00
LV3 MYC	ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction with (FHS) E85 FlexFuel capability, capable of running on unleaded or up to 85% ethanol (285 hp [212 kW] @ 5300 r	\$0.00
JL1	ELECTRONIC BRAKE CONTROLLER	\$270.00
Z82	TRAILERING PACKAGE, includes trailer hitch, 7-pin and 4-pin connectors	\$390.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) power lock and release tailgate with lift assist, (K34) cruise control, (DLF) power mirrors (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.)	\$690.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a \$1.00 dollar end of lease buyout \$1.		\$0.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
		CONTRACT OPTIONS	\$0.00

TRADE IN		TOTAL COST	\$27,183.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00
	TOTAL COST LESS TRADE IN(S)	QTY 1	\$27,183.00

Estimated Annual payments for 60 months paid in advance: \$5,979.61
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com
"I Want to be Your Fleet Provider"
 I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)

MSRP:\$37,900.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 4.3L EcoTec3 V6

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)	\$37,900.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
A52	Seats, front 40/20/40 split-bench	\$0.00
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.
C5W	GVWR, 7000 lbs. (3175 kg)	\$0.00
CTT	Hitch Guidance	Inc.

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)

DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, electronic	Inc.	
LV3	Engine, 4.3L EcoTec3 V6		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
QBN	Tires, P255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		\$0.00
Z82	Trailer Package		\$395.00
ZLQ	WT Fleet Convenience Package		\$695.00
SUBTOTAL			\$39,265.00
Adjustments Total			\$0.00
Destination Charge			\$1,495.00
TOTAL PRICE			\$40,760.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Standard Equipment

Mechanical

Durabed, pickup bed

Engine, 4.3L EcoTec3 V6 (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled (STD)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires 4WD model and (LV3) 4.3L EcoTec3 V6 engine.)

Transfer case, single speed electronic Autotrac with rotary dial control (4WD models only)

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)

Mechanical

Four wheel drive

Cooling, external engine oil cooler

Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)

Alternator, 170 amps

Frame, fully-boxed, hydroformed front section

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, P255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) P255/70R17 all-season, blackwall tires.)

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Recovery hooks, front, frame-mounted, black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)

Cargo tie downs (12), fixed rated at 500 lbs per corner

Grille (Black bars and mesh inserts.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch on center switch bank

Taillamps, with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered.)

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)

Exterior

Tailgate, gate function manual, no lift assist

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

USB port, located on instrument panel

Interior

Seats, front 40/20/40 split-bench (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear seat occupancy reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models.)

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Power outlet, front auxiliary, 12-volt

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (23)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.

ALAN JAY FLEET SALES

Sourcwell
Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	16782-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/3/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/5/2018

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL	CK10543	MSRP	\$42,600.00
2019 CHEVY SILVERADO 1500 CREW CAB 4WD 5.5' BED 1LT 147"WB (CK10543 1LT)			
CUSTOMER ID	VEHICLE MAINTENANCE	NJPA PRICE	\$29,872.00
BED LENGTH	5.5'		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ HOU	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH INTERIOR	\$0.00
L84 MQE	5.3L ECOTEC3 V8 WITH 8 SPD AUTO TRANSMISSION	\$1,390.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android A	\$0.00
JL1	ELECTRONIC BRAKE CONTROLLER	\$270.00
GU5	3.23 REAR AXLE RATIO	\$0.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00
Z82	TRAILERING PACKAGE, includes trailer hitch, 7-pin and 4-pin connectors	\$390.00
G80	LOCKING REAR DIFFERENTIAL	\$390.00
NOTE G80	*G80 LOCKING REAR DIFFERENTIAL IS REQUIRED ON THIS APPLICATION CK10543 WITH Z82 AND JL1 OPTION	\$0.00
PCL	Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (KI3) heated steering wheel, (N37) manual tilt/telescoping steering column and (USS) 2 charge-only USB ports for second row, (C49) rear-window defogger, (KPA) auxiliary power outlet, (ATH) Keyless Open and Start, (NP5) leather-wrapped steering wheel, (N06) steering column lock, (BTV) Remote Start, (UTJ) content theft alarm, (A23) front 40/20/40 split-bench with underseat storage, (QTS) power lock and release tailgate with lift assist and (UF2) bed LED cargo area lighting (Not available with (WPF) Fleet Comfort Package or (B59) Remote Start Package.js.)	\$2,020.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00

CONTRACT OPTIONS \$0.00

TRADE IN	TOTAL COST	\$34,332.00
YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING		\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$34,332.00

Estimated Annual payments for 60 months paid in advance: \$7,552.22
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)

MSRP:\$42,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 8-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)	\$42,600.00
	OPTIONS	
1LT	LT Preferred Equipment Group	\$0.00
A2X	Seat adjuster, driver 10-way power including lumbar	Inc.
ATH	Keyless Open and Start	Inc.
AZ3	Seats, front 40/20/40 split-bench	Inc.
BTV	Remote vehicle starter system	Inc.

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Data Version: 6693. Data Updated: Oct 3, 2018 9:20:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)

C49	Defogger, rear-window electric	Inc.	
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.	
CJ2	Air conditioning, dual-zone automatic climate control	Inc.	
CTT	Hitch Guidance	Inc.	
FE9	Emissions, Federal requirements		\$0.00
G80	Differential, heavy-duty locking rear		\$395.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H0U	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
KA1	Seating, heated driver and front passenger	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KI3	Steering wheel, heated	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KPA	Power outlet, rear auxiliary, 12-volt	Inc.	
KW7	Alternator, 170 amps		\$0.00
L84	Engine, 5.3L EcoTec3 V8		\$1,395.00
MQE	Transmission, 8-speed automatic, electronically controlled	Inc.	
N06	Steering column, lock control, electrical	Inc.	
N37	Steering column, manual tilt and telescoping	Inc.	
NP5	Steering wheel, leather-wrapped	Inc.	
PCL	Convenience Package		\$2,025.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum		\$0.00
QBN	Tires, P255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual	Inc.	
R9Y	Fleet Free Maintenance Credit		(\$45.00)
UF2	LED Cargo Area Lighting	Inc.	
USS	USB ports, dual, charge-only (2nd row)	Inc.	
UTJ	Theft-deterrent system, unauthorized entry	Inc.	
VK3	License plate kit, front		\$0.00

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[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)

VQ2	Fleet Processing Option	\$0.00
Z82	Trailer Package	\$395.00
SUBTOTAL		\$47,040.00
Adjustments Total		\$0.00
Destination Charge		\$1,495.00
TOTAL PRICE		\$48,535.00

FUEL ECONOMY

Est City:16 MPG
 Est Highway:22 MPG
 Est Highway Cruising Range:528.00 mi

Standard Equipment

Mechanical

Durabed, pickup bed
Engine, 2.7L Turbo (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package.)
Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)
Rear axle, 3.42 ratio (Included with (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailing Package.)
GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)
Automatic Stop/Start
Transfer case, single speed electronic Autotrac with rotary dial control (4WD models only)
Four wheel drive
Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
Alternator, 220 amps (Included and only available with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailing Package.)
Frame, fully-boxed, hydroformed front section
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Capless Fuel Fill
Exhaust, single outlet

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 Data Version: 6693. Data Updated: Oct 3, 2018 9:20:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)

Tires, P255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) P255/70R17 all-season, blackwall tires.)

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome

Bumper, rear chrome

CornerStep, rear bumper

Recovery hooks, front, frame-mounted, black (Included with 4WD models only.)

Cargo tie downs (12), fixed rated at 500 lbs per corner

Grille (Chrome bars with high gloss Black mesh inserts.)

Headlamps, LED reflector with LED signature Daytime Running Lamps

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch on center switch bank

Taillamps, with incandescent tail, stop and reverse lights

Mirrors, outside heated power-adjustable (Includes driver's spotter mirror. When (PQB) Safety Package is ordered, includes Perimeter Lighting.)

Mirror caps, chrome

Glass, deep-tinted

Door handles, body-color

Tailgate and bed rail protection cap, top

Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCL) Convenience Package is ordered.)

Tailgate, gate function manual with lift assist

Entertainment

Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Bluetooth for phone, connectivity to vehicle infotainment system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

USB ports, 2 (first row) located on instrument panel

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[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage (STD) (Not available with (PCL) Convenience Package.)

Seat trim, Cloth

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized vinyl rear (Deleted when LPO floor liners are ordered.)

Steering wheel, urethane

Steering wheel audio controls

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 4.2" diagonal color display includes driver personalization

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear seat occupancy reminder

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Air conditioning, single-zone manual, semi-automatic

Air vents, rear, heating/cooling

Power outlet, front auxiliary, 12-volt

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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[Fleet] 2019 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" (26)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the vehicle delivery date for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and any additional services enabled by Connected Access are subject to change.)

Rear Vision Camera

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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ALAN JAY FLEET SALES



Awarded Contract

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	16633-4
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
9/24/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/3/2018

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL CK25953 MSRP \$40,400.00

2019 CHEVY SILVERADO CLASSIC 2500 DOUBLE CAB 4WD 8' BED
WORK TRUCK 158.1" WB
(CK25953 1WT)

CUSTOMER ID GROUNDS NJPA PRICE \$27,093.00

BED LENGTH 8'

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH VINYL INTERIOR (40/20/40 split-bench, 3 passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage)	\$0.00
L96 MYD	6.0L VORTEC V8 ENGINE WITH 6-SPD AUTOMATIC TRANSMISSION.	\$0.00
9L7	FACTORY UPFITTER SWITCHES (4) Provides 4-30 amp circuits to facilitate installation of aftermarket electrical accessories (With Diesel you will only get (3) switches)	\$120.00
K4B	AUXILLARY BATTERY	\$134.00
KW5	HD ALTERNATOR 220 AMPS	\$149.00
NZZ	FACTORY SKID PLATES	\$145.00
TRW	Provision for cab roof-mounted lamp/beacon	\$29.00
VB1	UNDER SEAT STORAGE, COMPOSITE STORAGE BIN	\$250.00
TT	FACTORY TRAILER TOW HITCH WITH 4/7 WIRE CONNECTOR STANDARD.	\$0.00
JL1	ELECTRONIC BRAKE CONTROLLER	\$270.00
FACTORY OPTIONS		\$1,097.00

TRADE IN TOTAL COST \$28,190.00

YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$28,190.00

Estimated Annual payments for 60 months paid in advance: \$6,201.12
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)

MSRP:\$37,500.00

Interior:Dark Ash with Jet Black Interior Accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel

Transmission, 6-speed automatic, heavy-duty, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC25953	[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)	\$37,500.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switches, (4)	\$125.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline	\$0.00
E63	Pickup box	\$0.00
FE9	Emissions, Federal requirements	\$0.00

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Data Version: 6885. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)

GAZ	Summit White	\$0.00
GEH	GVWR, 9500 lbs. (4309 kg)	\$0.00
GT5	Rear axle, 4.10 ratio	\$0.00
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim	\$0.00
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
JL1	Trailer brake controller, integrated	\$0.00
K4B	Battery, 730 cold-cranking amps, auxiliary	\$135.00
KW5	Alternator, 220 amps	\$150.00
L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled	\$0.00
NZ4	Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare.	\$0.00
NZZ	Underbody Shield, frame-mounted shields	\$150.00
PYN	Wheels, 17" (43.2 cm) steel	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
R9Y	Fleet Free Maintenance Credit.	(\$45.00)
TRW	Provision for cab roof-mounted lamp/beacon	\$30.00
VBJ	LPO, Rear Under-seat Storage, composite storage bin	\$255.00
VK3	License plate kit, front	\$0.00
VQ2	Fleet processing option	\$0.00
ZY1	Paint, solid	\$0.00

SUBTOTAL	\$38,300.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$39,795.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Standard Equipment

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)

Mechanical

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.) (STD)

Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Pickup box (STD)

GVWR, 9500 lbs. (4309 kg) (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine. Not available with CK25943.)

Air cleaner, high-capacity

Differential, heavy-duty locking rear

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Trailer brake controller, integrated (Standard with (E63) pickup box. Available to order with (ZW9) pickup box delete.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, black

Trailer equipment Trailing hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailing circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Standard on Double Cab models with a pickup box Included with (PCN) Silverado HD Custom on Crew Cab models. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors

Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)

Exhaust, aluminized stainless-steel muffler and tailpipe

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)

Exterior

Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)

Bumper, front chrome

CornerStep, rear bumper (Requires (E63) pickup box.)

Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)

Grille, chrome with chrome mesh inserts

Grille surround, chrome

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside high-visibility vertical trailing, Black with manual folding and extension and lower convex spotter glass (Standard on Double Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Fleet Convenience Package (Double Cab).)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection caps, top

Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower (Standard and only available on Double Cab models. Deleted when (ZW9) pickup box delete is ordered.)

Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)

Seat trim, Vinyl

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)

Interior

Floor covering, Graphite-colored rubberized-vinyl

Steering column, manual Tilt-Wheel

Steering wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power with driver express up and down and express down on all other windows

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Interior

Daytime Running Lamps with automatic exterior lamp control

Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (With (ZW9) pickup box delete on Double Cab you will get the following: Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar, delete also deletes driver information center compass.

Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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Data Version: 6685. Data Updated: Oct 2, 2018 9:51:00 PM PDT.



[Fleet] 2019 Chevrolet Silverado 2500HD (CC25953) 2WD Double Cab 158.1" (9)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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ALAN JAY FLEET SALES



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	16781-1
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/3/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/3/2018

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL	CK15753	MSRP	\$38,400.00
2019 CHEVY SILVERADO CLASSIC 1500 DOUBLE CAB V8 4WD 6.5' BED WORK TRUCK 143.5"WB (CK15753 1WT)			

CUSTOMER ID GROUNDS 1500 NJPA PRICE **\$23,376.00**

BED LENGTH 6.5'

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH Jet Black/Dark Ash, Vinyl seat trim	\$0.00
L83 MYC	5.3L Active Fuel Management direct injection, variable valve timing, 720 CCA battery, 6,600lb GVWR, 3.08 rear axle ratio, and external trans/oil cooler with 6-speed automatic transmission. (355hp & 383 lb-ft torque).	\$0.00
JL1	ELECTRONIC BRAKE CONTROLLER	\$270.00
Z82	TRAILERING PACKAGE, includes trailer hitch, 7-pin and 4-pin connectors	\$0.00
PCM	WT Fleet Convenience Package All cabs include (DL8) outside heated power-adjustable mirrors, (A91) remote locking tailgate and (AQQ) Remote Keyless Entry. ((DL8) outside heated power-adjustable mirrors can be upgraded to (DPN) power camper mirrors. If (ZW9) pickup box delete is ordered (A91) remote locking tailgate will not be included.)	\$705.00
G80	LOCKING REAR DIFFERENTIAL	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a \$1.00 dollar end of lease buyout \$1.		\$0.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00

CONTRACT OPTIONS \$0.00

TRADE IN	TOTAL COST	\$24,351.00
YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~		\$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	\$24,351.00

Estimated Annual payments for 60 months paid in advance: \$5,356.64
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)

MSRP:\$38,400.00

Interior:Dark Ash with Jet Black Interior Accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK15753	[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)	\$38,400.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
A91	Remote Locking Tailgate	Inc.
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual recline	\$0.00
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)

DL8	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio		\$0.00
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim		\$0.00
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
KI4	Power outlet, 110-volt AC	Inc.	
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
PCM	WT Convenience Package		\$710.00
R9Y	Fleet Free Maintenance Credit		(\$45.00)
RBZ	Tires, P255/70R17 all-season, blackwall		\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel		\$0.00
VK3	License plate kit, front		\$0.00
ZY1	Paint, solid		\$0.00
SUBTOTAL			\$39,340.00
Adjustments Total			\$0.00
Destination Charge			\$1,495.00
TOTAL PRICE			\$40,835.00

FUEL ECONOMY

Est City:15 MPG

Est Highway:21 MPG

Est Highway Cruising Range:546.00 mi

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

Rear axle, 3.42 ratio

Pickup box

Transfer case, with floor-mounted shifter (Included with 4WD models only.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Frame, fully-boxed, hydroformed front section

GVWR, 7200 lbs. (3266 kg) (Requires 4WD model.)

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel disc with DURALIFE rotors, 4-wheel antilock

Capless Fuel Fill

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel (STD)

Tires, P255/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P255/70R17 all-season, blackwall (Included and only available with (RBZ) P255/70R17 all-season, blackwall tires.)

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black

Bumpers, rear, Black

Recovery hooks, front, frame-mounted, black (Standard with 4WD models. Available with 2WD models.)

Lamps, cargo area, cab mounted with switch on center switch bank

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)

Exterior

CornerStep, rear bumper

Grille surround, chrome

Active Aero Shutters, front

Headlamps, high intensity discharge (HID) projector-beam with LED signature DRL

Mirrors, outside manual, Black

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, locking utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower

Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manual adjustable driver lumbar. (STD)

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor)

Floor covering, Graphite-colored rubberized-vinyl, no floor mats included

Steering column, Tilt-Wheel, manual with theft-deterrent locking feature

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power front and rear with driver express up and down and express down on all other windows

Door locks, power

Cruise control, electronic with set and resume speed, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger on A-pillar

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CK15753) 4WD Double Cab (21)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize execution of a contract with Owen-Ames-Kimball Company (OAK), for construction management/general contracting services for the Rental Car Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: Five years</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides a contract for future construction management/general contracting services for Rental Car Relocation/Expansion and Associated Improvements project.</p> | <p>5. CATEGORY: 8.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/19/2019</p> <p>7. BoPC MEETING DATE: 3/7/2019</p> |
|--|---|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p> |
|---|--|

10. BACKGROUND:

On January 17, 2019, the Board selected Owen-Ames-Kimball (OAK) as the top ranked firm to act as the Construction Manager/General Contractor for the Rental Car Relocation/Expansion and Associated Improvements project at Southwest Florida International and authorized staff to begin contract negotiations. Since that time, staff has negotiated a professional services contract with OAK that will serve as the basis for future activities to provide CM-GC services. There is no scope or fees associated with this contract at this time. If any minor services are needed to assist the LCPA staff in their design efforts, those items can be authorized below the Executive Director's authorization level. Future CM/GC services scope and fees will be scheduled for Board approval at a later date.

Attachment:
Contract

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (4-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Contract Number _____
Vendor Number _____

PROFESSIONAL SERVICES AGREEMENT

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR
FOR THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RENTAL CAR AREAS RELOCATION/EXPANSION AND ASSOCIATED AIRPORT
IMPROVEMENTS**

LOQ 18-25

THIS AGREEMENT is entered this _____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida ("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **O-A-K/FLORIDA, INC., d/b/a OWEN-AMES-KIMBALL COMPANY**, a Florida Corporation, authorized to do business in the State of Florida and located at 11941 Fairway Lakes Drive, Fort Myers, FL 33913, FEI No. 59-2190605 ("Construction Manager acting as General Contractor" or "CM/GC").

WITNESSETH:

WHEREAS, Authority desires to obtain the professional Construction Manager (acting as the General Contractor) services of CM/GC for the Rental Car Areas Relocation/Expansion and Associated Airport Improvements construction project at the Southwest Florida International Airport in Fort Myers, Florida (the "Project"); and,

WHEREAS, CM/GC has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and,

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA") to obtain the professional services described above and on _____,

2018, the Board of Port Commissioners selected CM/GC to provide those services subject to the negotiation, approval and execution of a written agreement between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. CM/GC shall provide professional Construction Manager (acting as the General Contractor) services to Authority, as described in Schedule "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional Construction Manager (acting as the General Contractor) for various tasks and projects and providing the customary services associated therewith.

2.2. CM/GC has represented to Authority that it has special expertise in the type of professional services that will be required by the Scope of Services. CM/GC agrees that all services provided by CM/GC under this Agreement shall be subject to Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of Construction Manager (acting as the General Contractor) services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If CM/GC becomes aware of any conflicts in these requirements, CM/GC shall notify Authority of the conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

Upon execution of this Agreement, the CM/GC and the Authority will negotiate General Conditions for the performance of construction management and general contracting services under this Agreement. These General Conditions shall be incorporated into this Agreement by Contract Amendment at no cost to the Port Authority. All construction Tasks authorized under this Agreement shall be governed by the incorporated General Conditions unless both parties agree to modify, limit, add or delete any General Conditions by the execution of a subsequent Contract Amendment.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of five (5) years from that date (the "Expiration Date").

ARTICLE 5 - CM/GC'S RESPONSIBILITIES

CM/GC shall:

5.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by CM/GC under this Agreement.

5.2. Agree that when services provided under this Agreement relate to professional services that, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, CM/GC shall employ and/or retain only qualified personnel to provide those services.

5.3. Employ and designate a qualified professional to serve as CM/GC's project manager ("Project Manager"). CM/GC shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. CM/GC's

Project Manager designation shall be executed by the proper officers of CM/GC, and shall acknowledge that the Project Manager will have full authority to bind and obligate CM/GC on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of CM/GC with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as CM/GC's Project Manager is subject to the prior approval and acceptance of Authority. CM/GC further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

5.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by CM/GC, or any subcontractor, or any personnel of a subcontractor engaged by CM/GC to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

5.5. Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by CM/GC. The CM/GC shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work or materials resulting from the negligent acts, errors or omissions or intentional misconduct of CM/GC.

5.6. Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished under this Agreement by CM/GC, will in any way relieve CM/GC of responsibility

for the adequacy, completeness and accuracy of its services, or the quality of the work and materials provided by CM/GC. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the CM/GC's services, work or materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of CM/GC's performance of services under this Agreement.

5.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by CM/GC's Project Manager. The local office must be CM/GC's main place of business, or an independent branch office of CM/GC's business, and not merely the office of a subcontractor providing desk space to the Project Manager.

5.8 Comply with all federal, state and local laws and building requirements. CM/GC shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The CM/GC shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization. Authority shall provide the CM/GC with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization.

5.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, CM/GC agrees to coordinate the performance of its services under this Agreement as directed and required

by Authority so as not to interfere with, disrupt or delay any work at the Airport. CM/GC further agrees to coordinate its efforts with Authority's other architects, engineers, designers, contractors, or construction managers for that other work.

ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES

6.1. If the CM/GC is required to prepare preliminary or detailed estimates of probable construction costs for any project or portion of a project, CM/GC shall insure that all estimates represent CM/GC's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, CM/GC's cost estimate(s) shall be considered valid and effective for a six (6) month period from the date Authority accepts the estimate(s).

6.2. When preparing and submitting preliminary or detailed cost estimates to the Authority for any project or portion of a project, the CM/GC, by exercise of its experience, effort, knowledge and judgment, shall develop cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable for the accuracy, completeness, and correctness of any and all Construction Cost Estimates.

6.3. A Construction Cost Estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate shall be accurate within plus or minus five percent (5%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interest because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for a project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for

construction projects. CM/GC will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by CM/GC.

CM/GC shall certify all estimates of probable construction costs and project completion dates prepared by CM/GC. All certifications shall be in a form approved by Authority.

If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the CM/GC, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, exceeds the amount of the CM/GC's Construction Cost Estimate by more five percent (5%), the CM/GC shall, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation.

CM/GC will, subject to the review and approval of the Authority, assist in the modification at its expense of the design, specifications, drawings and related bidding and contract documents and provide other pre-construction services to the extent necessary to reduce the anticipated construction costs so that a re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate. Any such modifications made by the CM/GC shall not conflict with the functional or operational requirements established by the Authority for the project and set forth in this Agreement, or any Contract Amendments or Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CM/GC, nor shall such

modifications adversely affect the safe use or operation of the constructed project.

If (i) the CM/GC's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CM/GC's Construction Cost Estimate, the costs associated with the CM/GC's preparation and development of the Construction Cost Estimate shall be recoverable by the Authority by an appropriate reduction in the CM/GC's invoice requesting payment for services rendered.

To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the CM/GC, the amount of the Construction Cost Estimate shall be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record), a McGraw-Hill, Inc. publication.

If, in response to a solicitation, the CM/GC receives less than three bids or price proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CM/GC, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CM/GC may recommend the Authority reject any such bid(s) or price proposal(s).

ARTICLE 7 - ADDITIONAL SERVICES OF CM/GC

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services and may include, but are not limited to:

7.1. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; or that are due to any causes beyond CM/GC's control and fault.

7.2. Services during out-of-town travel required of CM/GC and as directed by Authority, other than visits to the Project site or Authority's offices.

7.3. Preparing to serve or serving as a witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

7.4. Additional services rendered by CM/GC in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted Construction Manager (acting as the General Contractor) practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and will be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment to this Agreement shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 8 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to CM/GC's (1) scope of services; (2) time of commencement or delivery of services; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to CM/GC's services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests for payment for services submitted by CM/GC.

8.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to CM/GC that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by CM/GC hereunder; (2) the time CM/GC is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay CM/GC.

8.3. Provide all criteria and information requested by CM/GC as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

8.4. Upon request from CM/GC, make available to CM/GC all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

8.5. Arrange access, in accord with Authority's security regulations, for CM/GC to enter any project site to perform services. CM/GC acknowledges that Authority may provide such access during times that are not the CM/GC's normal business hours.

8.6. Notify CM/GC of any defects or deficiencies in services rendered by CM/GC.

ARTICLE 9 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

9.1. CM/GC shall not commence work under this Agreement until it receives a written Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Schedule "E," and signed by both parties.

9.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or Authority funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. CM/GC and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work, until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.3. If CM/GC is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CM/GC, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies,

acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CM/GC shall notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CM/GC may have had to request a time extension.

9.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CM/GC's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve CM/GC of its duty to perform services or give rise to any right to damages or additional compensation from Authority. CM/GC's sole remedy against Authority will be the right to seek an extension of time to the approved schedule for the specific Task affected by the delay, except that the CM/GC may request, and Authority may approve, subject to Authority's sole discretion, reimbursement of CM/GC's direct costs strictly related to the applicable Task and resulting from such interruption, interference, inefficiency, suspension or delay. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

9.5. If CM/GC fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to CM/GC until such time as CM/GC resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that CM/GC's performance is or will shortly be back on schedule.

ARTICLE 10 - COMPENSATION AND METHOD OF PAYMENT

10.1. Authority will pay CM/GC for all authorized services provided by CM/GC under this Agreement and as set forth in the individual Contract Amendments or Task

Authorizations executed by the parties, based on the Fee Schedule set out in Schedule "B", "Basis of Compensation," which is attached hereto and incorporated by reference. CM/GC will be compensated on either a lump-sum basis on completion of a particular Task or over the course of CM/GC's services for Work in Progress, based on a monthly statement of services, as follows:

(1) Lump Sum - Upon Authority's acceptance of CM/GCs' work, Authority will pay CM/GC a lump sum as specified in the Task Authorization or Contract Amendment.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided or furnished by the CM/GC as may be required or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments or Task Authorizations agreed to in writing by both parties to this Agreement.

(2) Work in Progress - Monthly Statements - CM/GC may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. CM/GC's invoice must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work completed and to be performed under that Task Authorization or Contract Amendment.

(3) Not-To-Exceed Fee(s) - When all, or any portion, of the CM/GC's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount

basis, it is mutually understood and agreed that the compensation for each Completed Task shall be made on the following basis:

a. For the actual hours required and expended by the CM/GC's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and

b. For the actual required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and

c. With the understanding and agreement that the Authority will pay the CM/GC for all costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task, subject to the CM/GC presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto, to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the CM/GC's invoices and all payments to be made for all Not-to-Exceed amounts is subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the CM/GC's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CM/GC to cover all personnel costs, non-personnel reimbursable expenses and costs, and any subcontractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

10.2. Non-Personnel Reimbursable Expenses - Authority will further compensate CM/GC for all non-personnel reimbursable expenses and costs in accord with Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated herein.

10.3. Timing of Payments - For all "Construction Services" as defined in Section 218.72(2), Florida Statutes, Authority will issue payment to CM/GC upon receipt of a Proper Invoice and within the time frames described in Section 218.735(1), Florida Statutes. For all other services, Authority will issue payment to CM/GC within forty-five (45) calendar days after receipt of either a lump-sum invoice or a monthly invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. Should Authority object or take exception to the amount of any CM/GC invoice, Authority shall notify CM/GC in writing of such objection or exception within the time frames described in Section 218.735, Florida Statutes, if the invoice is for Construction Services, or within forty-five (45) days of receipt of the invoice for all other services. If such objection or exception remains unresolved at the end of the appropriate period, Authority shall withhold the disputed amount and make payment to CM/GC of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.4. Delayed Payments - Failure by CM/GC to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

10.5. Payment When Services Are Terminated at the Convenience of the Authority

If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the CM/GC for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred

by the CM/GC in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

10.6. Payment When Services Are Suspended

If the Authority suspends the CM/GC's services or work on all or part of the services required by this Agreement, the Authority shall compensate the CM/GC for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of the suspension.

10.7. Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services

If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; or (3) are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the CM/GC shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services that are terminated, suspended, eliminated, canceled or decreased.

10.8. Cross-Utilization of Funds - The CM/GC may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided CM/GC has obtained prior approval from the Authority. The Authority shall review the need for the request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 11 - FAILURE TO PERFORM

If CM/GC fails to commence, perform or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider

the failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the CM/GC, not to exceed the amount of the compensation for the work in dispute, until the CM/GC resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 12 - PUBLIC RECORDS

CM/GC acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) Building Plans - CM/GC further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or

information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

CM/GC agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of CM/GC's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by CM/GC hereunder. CM/GC shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by CM/GC under this Agreement shall be delivered to and become the property of Authority. CM/GC may retain copies thereof for files and internal use.

ARTICLE 14 - MAINTENANCE OF RECORDS

CM/GC will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CM/GC for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later.

Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 15 - INDEMNIFICATION

15.1. CM/GC shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CM/GC, or anyone employed or utilized by CM/GC in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

15.2. With respect to and in consideration for the indemnifications provided by CM/GC in paragraph 15.1 above, Authority agrees to pay to CM/GC ten percent (10%) of the total compensation paid to CM/GC under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

ARTICLE 16 - INSURANCE

During the term of this Agreement, CM/GC shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the CM/GC must obtain the insurance coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business with the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the CM/GC from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority's Risk Manager of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, CM/GC shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, CM/GC agrees to obtain replacement coverage as soon as possible.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or

agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of CM/GC's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, CM/GC shall procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.3, inclusive below. All liability insurance policies obtained by CM/GC to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to CM/GC's operations under this Agreement and shall contain the severability of interests provisions.

16.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. Commercial General Liability Insurance - CM/GC shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Bodily

Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and XCU Coverages. CM/GC shall also provide Products & Completed Operations coverage, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

Each Occurrence Personal and Advertising Injury	\$5,000,000
Products and Completed Operations	\$5,000,000

Builder's Risk, Environmental Compliance and Contractor's Equipment insurance (including rental equipment) may also be required on a Task by Task basis. If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

CM/GC may meet the minimum liability requirements above by providing an excess liability policy or umbrella policy if coverage is written on a "following form basis".

16.2.2. Automobile Liability Insurance shall be maintained by CM/GC as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$5,000,000 Combined Single Limit

16.2.3. Worker's Compensation and Employers Liability Insurance shall be maintained by CM/GC during the term of this Agreement for all employees engaged in the

work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Worker's Compensation Employer's Liability	Florida Statutory Requirements
Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000

16.2.4. Certificates of Insurance CM/GC must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Schedule "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by CM/GC's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

16.2.5. Subcontractor Coverage - For each of the insurance coverages listed above Authority may require the CM/GC's subcontractors to carry identical coverages in the same amounts listed in the earlier sections.

16.2.6. Reevaluation of Coverage - During the term of this Agreement Authority may reevaluate and adjust all insurance coverage limits, either on a Task by Task basis, or for the entire term of this Agreement.

16.2.7. Failure to Maintain Insurance Coverage - If CM/GC does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion be authorized to purchase such coverages and charge CM/GC for the coverages purchased. Authority shall be under no obligation to purchase insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 17 - SERVICES BY CM/GC'S OWN STAFF

Services to be performed under this Agreement must be performed by CM/GC's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by CM/GC, as independent contractor or otherwise, shall be subject to the prior written approval of Authority. No provision of this Agreement shall, however, be construed as constituting an agreement between Authority and any other person or firm. Nor shall anything contained herein give any such party or any third party any claim or right of action against Authority beyond any claim or right of action that might otherwise exist without regard to this Agreement.

ARTICLE 18 - WAIVER OF CLAIMS

CM/GC's acceptance of final payment will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by CM/GC as unsettled at the time of the final payment. Neither the acceptance of CM/GC's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against CM/GC.

ARTICLE 19 - AIRPORT SECURITY REQUIREMENTS

CM/GC acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. CM/GC may need access to these secure areas to complete the work required by this Agreement.

CM/GC therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency having jurisdiction for breaches of security rules and regulations by CM/GC, its employees, agents, subcontractors, or invitees.

CM/GC further acknowledges that its employees, agents, and subcontractors may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any employee, agent, subcontractor, or invitee of the CM/GC, CM/GC shall notify the Airport's Police Department that the CM/GC's access authorization or that of any of CM/GC's employees, agents, subcontractors, or invitees has changed. CM/GC will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent,

employee, subcontractor, or invitee of the CM/GC, CM/GC shall surrender any Airport Security Identification Badge held by the CM/GC or by CM/GC's employees, agents, subcontractors, or invitees. Should CM/GC fail to surrender these items within five (5) days, the CM/GC shall be assessed a fee of Twenty-Five Dollars (\$25.00) per identification badge not returned. This fee will be billed to the CM/GC or deducted from any money owing to the CM/GC, at the Authority's discretion.

ARTICLE 20 - PAYMENT AND PERFORMANCE GUARANTIES

During the term of this Agreement CM/GC will maintain payment and performance bonding capacity sufficient to bond not less than one hundred percent (100%) of the aggregate workload assigned to CM/GC at any given time by outstanding Task Authorizations. Such bonding capacity must be maintained without contingencies requiring bonding of subcontractors.

Bonding requirements for specific Tasks shall be set by Authority on a Task-by-Task basis. Unless specifically waived in writing by the Authority pursuant to Florida Law, CM/GC will be required to post separate performance and payment bonds in the amount of one hundred percent (100%) of the estimated construction cost of any Task where CM/GC will provide general contracting services and otherwise fully comply with the requirements of Section 255.05, Florida Statutes. Bonds must be provided from a surety licensed to do business in the State of Florida and maintaining an A.M. Best Company Rating not less than A, XV.

ARTICLE 21 - TERMINATION OR SUSPENSION

21.1. CM/GC shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin

work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CM/GC, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may terminate this Agreement, in whole or in part, by giving CM/GC seven (7) calendar days written notice.

21.2. If, after notice of termination of this Agreement, it is determined for any reason that CM/GC was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against CM/GC provided herein, then CM/GC's remedies against Authority shall be the same as and limited to those afforded CM/GC under paragraph 21.3. below.

21.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to CM/GC. In the event of such termination for convenience, CM/GC's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CM/GC that are directly attributable to the termination, but CM/GC shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

21.4. Upon termination, CM/GC shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

21.5. Authority shall have the power to suspend all or any portions of the services to be provided by CM/GC hereunder upon giving CM/GC two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, CM/GC's sole and exclusive remedy shall be an extension of time to its schedule.

ARTICLE 22 - TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if CM/GC is found to have submitted a false certification under Section 287.135(5), F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 23 - SECURING AGREEMENT

CM/GC warrants that CM/GC has not employed or retained any company or person, other than a bona fide employee working solely for CM/GC, to solicit or secure this Agreement and that CM/GC has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

CM/GC shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule "D". The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was

increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARTICLE 24 - CONFLICT OF INTEREST

The Authority desires to avoid any real or perceived conflict of interest in obtaining CM/GC's services during the term of this Agreement. CM/GC therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport nor perform work related to any property directly abutting either Airport boundary, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

CM/GC represents that it presently has no interest and will acquire no interest, during the term of this Agreement, either direct or indirect, that would conflict in any manner with the performance of services required under this Agreement. CM/GC further agrees that no person having any such interest shall be employed or engaged by CM/GC for said performance.

If CM/GC, for itself and on behalf of its subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CM/GC or a subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise CM/GC, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, CM/GC or its subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If CM/GC or a subcontractor accepts any

representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by CM/GC or a subcontractor under this Agreement, then CM/GC or the subcontractor agrees to promptly terminate the representation. CM/GC shall require each of its subcontractors to comply with the provisions of this Article.

If CM/GC fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if CM/GC fails to discontinue such representation when requested, Authority may consider that failure as justifiable cause to terminate this Agreement.

ARTICLE 25 - NOTICES AND ADDRESS OF RECORD

25.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

O-A-K/FLORIDA, INC., d/b/a Owen-Ames-Kimball Company
11941 Fairway Lakes Drive
Fort Myers, FL 33913

ATTENTION: _____

25.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 26 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or CM/GC.

Services performed by CM/GC under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between CM/GC and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give CM/GC and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of CM/GC in favor of such third parties.

ARTICLE 27 - MISCELLANEOUS

27.1. CM/GC, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

27.2. No modification, waiver, suspension or termination of this Agreement or of any terms thereof shall impair the rights or liabilities of either party.

27.3. This Agreement is not assignable, in whole or in part, by CM/GC without the prior written consent of Authority.

27.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

27.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be

deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.

27.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 28 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify CM/GC of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

ARTICLE 29 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 30 - PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 31 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, 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.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 32 - E-VERIFY

CM/GC agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The CM/GC further agrees to provide the Authority with proof of enrollment within thirty (30) days of the date of this Agreement. Once enrolled, CM/GC agrees to use the E-Verify Program to confirm the employment eligibility of:

32.1. All persons employed by CM/GC during the term of this Agreement

32.2. All persons, including subcontractors, assigned by the CM/GC to perform work or provide services under the Agreement.

CM/GC further agrees that it will require each subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subcontractor during the term of this Agreement.

CM/GC agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided

above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article 32 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 33 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, CM/GC, for itself, its assignees and successors in interest agrees as follows:

33.1. Compliance with Regulations. CM/GC shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

33.2. FAA Nondiscrimination Clause. CM/GC or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CM/GC shall carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by CM/GC 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 Authority (recipient) deems appropriate. Every contract that CM/GC enters with a subcontractor for services under this Agreement must contain this clause.

33.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by CM/GC for work to be performed under a subcontract, including procurements of materials

or leases of equipment, each potential subcontractor or supplier shall be notified by CM/GC of CM/GC's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

33.4. Information and Reports. CM/GC shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of CM/GC is in the exclusive possession of another who fails or refuses to furnish this information, CM/GC shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

33.5. Sanctions for Noncompliance. In the event of CM/GC's noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CM/GC under the Agreement until CM/GC complies;
and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

33.6. DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The CM/GC agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in

whole or in part with Federal funds provided under this Agreement. In this regard, CM/GC shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

33.7. Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

CM/GC agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment CM/GC receives from Authority. CM/GC agrees further to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subcontractors.

33.8. Incorporation of Provisions. CM/GC shall include the provisions of paragraphs 33.1. through 33.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. CM/GC shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CM/GC becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CM/GC may request Authority to enter into such litigation to protect the interests of Authority and, in addition, CM/GC may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 34 - NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI, of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

ARTICLE 35 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 36 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

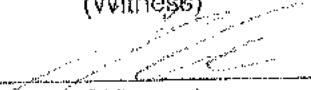
ATTEST:

O-A-K/FLORIDA, INC., d/b/a
OWEN-AMES-KIMBALL COMPANY



(Witness)

By: 
Title: President



(Witness)

Date: 2/1/19
(CORPORATE SEAL)

ATTEST: CLERK OF COURTS
LINDA DOGGETT

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of

Florida

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Office of the Port Authority Attorney

FAA APPROVED:

By: _____
Date

FDOT APPROVED:

By: _____
Date

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SCHEDULE "A"

SCOPE OF SERVICES

CM/GC will provide Construction Manager/General Contractor services for the Southwest Florida International Airport (RSW) Rental Car Areas Relocation/Expansion and Associated Airport Improvements project.

CM/GC will work with the design firm to prepare early order of magnitude cost estimates, conceptual phasing plans, and package data and information to assist the Authority in determining the amount of funding needed and to submit funding requests with accurate cost information for the Project. If, and when sufficient funding is secured, CM/GC may be contracted to perform construction phase services related to the project. The actual scope of work and phasing will be dependent upon the amount and timing of funding received. It is envisioned at this time that this project may be accomplished in multiple phases.

Phase 1 – Rental Car Service Area Relocation. The current RSW rental car service facilities are located on the north side of the airport within the Skyplex area. These facilities were originally constructed coinciding with the opening of the airport in 1983 as rental car rental and service facilities, with rental car customer counters located in the old terminal building and utilizing a busing operation between the terminal and the rental car facilities for customers to pick up and drop off their rented vehicle. When the RSW Midfield Terminal Complex opened in 2005, rental car customer counters were relocated to a new rental car building, near the new terminal and adjacent to the new parking garage, and Quick-Turn-Around (QTA) facilities were also provided on the back side of the garage. The old rental car facilities were then transformed into vehicle service/maintenance facilities and additional vehicle storage areas.

The Authority and the rental car companies desire to relocate the service facilities to the south side of the airport. This relocation will reduce the amount of vehicle trips along Air Cargo Road, between the north and south sides of the airport. It will also free up needed land on the north side to foster the Skyplex area long-term vision of aviation and non-aviation development, and provide the rental car companies closer access to their vehicle service areas. An early site plan has been developed that matches the current RSW Airport Layout Plan approved by the FAA, FDOT and Port Authority Board. Even though this is currently the airport's preferred site, the selected Consultant will be tasked to work with the Port Authority and rental car companies on site plan refinement, site layout, site size, ingress/egress, etc.

Phase 2 – QTA Expansion and Associated Improvements. According to the existing RSW rental car companies, the current QTA operation is undersized. Therefore, the selected Consultant may also be requested to perform CM-GC services related to the expansion of the QTA area. Any expansion of the existing QTA operations will most likely have impacts to surrounding facilities, such as:

- Long-term Parking Lot
- Short-term Parking Garage
- Roadway Network
- Rental Car Building
- Toll Plaza

The relocation, and/or expansion of any or all of the above may be deemed necessary to effectively expand the QTA areas and, therefore, is included as part of this solicitation and may be included as part of the overall project scope. The specific timing and phasing of project components will be dependent upon available funding.

The CM/GC will perform the following duties:

- Participate in the remainder of the design and procurement process under a preconstruction services task assigned under this Agreement.
- Upon completion of the design phase, and the receipt of commitments for Project funding, the CM/GC will be required to seek competitive bids for all subcontracted construction work.
- All sub-trade construction work shall be competitively bid by the CM/GC with the lowest responsive

sub-trade bids awarded, unless good cause can be shown to award the work otherwise, in accordance with Port Authority, state and federal procurement regulations.

- Prior to the CM/GC solicitation of any subcontractor bids for any project or task, Authority staff will negotiate the CM/GC Professional Service fees associated with each project or task. CM/GC fees will not be negotiated as a percentage of the construction value. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, estimated number of hours, indirect expenses, and mark-ups/profit. CM/GC fees will typically be fixed as a Lump Sum and based on the following:
 - General Contractor/General Conditions –
 - Non-Personnel costs related to field-based items (insurance, permits, bonds, trailers, equipment, etc.) needed to support the construction effort.
 - Superintendent Personnel costs related to providing on-site construction superintendents to manage low-bid subcontracted construction work.
 - Construction Management Services -
 - Professional Personnel costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, coordination with FAA, FDOT, Port Authority, etc.
 - Subcontractor costs associated with construction management services (surveying, field locate utilities, etc.) for the project.
- The CM/GC will subcontract for all low-bid subtrade work. The Authority will have no contractual relationship with any subcontractor.
- For each Task assigned under the Project, the CM/GC will enter into a Lump Sum agreement with the Authority which will be comprised of the negotiated CM/GC fees and all low-bid subcontracted work.
- There will be no Guaranteed Maximum Price (GMP) for each task/project, and no percentages are to be used to calculate CM/GC fees, and all project/task contingencies are held by the Port Authority.

The CM/GC will be required to manage a variety of subcontractors. A broad range of construction disciplines, analysis and expertise may be needed during the term of this Agreement. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected CM/GC and selected after the effective date of this Agreement.

CM/GC will be responsible for all scheduling and coordination and shall generally be responsible for the successful, timely and economical completion of the Project. Services to be provided are outlined below:

- Rental Car Agency Coordination
- Management of various subconsultant and subcontractor construction related subcontracts and disciplines
- Management of numerous project schedules and budgets.
- Management of the construction project, including but not limited to:
 - Contracting with all subcontractors, and material and equipment suppliers necessary to complete each project, acquiring competitive bids as required.
 - Providing construction management oversight of various construction work.
 - Providing continuous on-site construction and management services throughout the construction phase of each project.
 - Scheduling and conducting preconstruction and construction progress meetings.
 - Preparing daily project logs and progress schedules.
 - Processing requests for information and negotiate change orders.
 - Overseeing and certifying quality assurance, testing and inspection programs are performed in accordance with the project plans and specifications.
 - Maintaining project controls documentation and administering safety programs.
 - Participating in specialty Port Authority programs (e.g., DBE).
 - Performing constructability reviews/value engineering services.

- Coordinating with the architect/engineer or design engineer on all design issues.
- Obtaining all necessary construction permits.
- Coordinating all subcontractor work for construction projects as deemed necessary to successfully complete each project.

SCHEDULE "B"

BASIS OF COMPENSATION

Field Based Personnel	Hourly Rate
On-site Project Manager	\$ 170.10
On-site Administration Assistant	\$ 68.25
On-site Project Superintendent	\$ 130.20
On-site Assistant Superintendent	\$ 99.75
Field Inspector	\$ 101.85
Rental Car Liaison	\$ 170.10
Office Based Personnel	
Senior Executive	\$ 238.35
General Superintendent	\$ 193.20
Office Based Project Manager	\$ 170.10
Office Support Staff	\$ 68.25
Accounting Support Staff	\$ 68.25
CADD Technician	\$ 85.05
Safety Officer	\$ 164.85

SCHEDULE "B-1"

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	At Cost
Telegraph	At Cost
Postage	At Cost
Shipping Material	At Cost
Commercial Air Travel	Coach Fare or Best Available Rate
Automobile Travel	Reimbursed as set by §112.061(7)(d)1. F.S.
Lodging (Per Person)	At Cost - Single Occupancy Rate Only
Meals	Reimbursed as per Port Authority Policy
Reproduction (Photocopy) 8-1/2" x 11"	\$ 0.10/Page
8-1/2" x 14"	\$ 0.15/Page
11" x 14"	\$ 0.15/Page
Reproduction (Blue/White Prints)	\$ 0.10/sq. ft.
Printing	At Cost
Binding	At Cost
Other	



SCHEDULE C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2019

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

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

PRODUCER: Van Wyk Risk Solutions, 2257 Wealthy Street SE, Suite 200, Grand Rapids, MI 49506. CONTACT NAME: Patti Zuk, PHONE: (616)942-5070, FAX: (616)942-8199, E-MAIL: pattiz@vanwykcorp.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Frankenmuth Mutual Insurance Co. (NAIC # 13986), INSURER B: Arch Specialty Ins. Co. (NAIC # 21199).

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Pollution Liab Incl Mold Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: LOQ 185 SW FL International Airport Rental Car Areas Relocation/Expansion & Associated Airport Improvements, Certificate holder is named as additional insured as required by written contract on a primary and non-contributory basis for the General Liability, Auto Liability and Umbrella. A waiver of Subrogation in favor of the additional insured is included for General Liability, Auto Liability, and the Workers Compensation policy as well as any umbrella. A 30-day notice of cancellation will be provided.

CERTIFICATE HOLDER: Lee County Port Authority, 11000 Terminal Access Road, Suite 8871, Fort Myers, FL 33913. Email: riskmanagement@fycpa.com. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Lee County Port Authority
11000 Terminal Access Road., Suite 8671
Fort Myers, Florida 33913

PLEASE READ CAREFULLY

CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

SCHEDULE "D"

DATE: 12/1/19

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: LOQ-18-25 Rental Car Areas Relocation/Expansion and Associated Airport Improvements, Southwest Florida International Airport

Before me, the undersigned Authority, personally appeared _____, who provided _____ as identification, or _____ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 13.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as CM/GC, doing business as:

CM/GC Orion Ames Kimball Co.

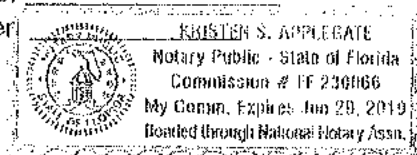
By: [Signature]
Print Name Dave Dale

Address 11941 Fairway Lakes Dr
Fort Myers FL
33913

The foregoing instrument was acknowledged and executed before me by the above signed on this 1st day of Feb, 2019.

[Signature]
NOTARY PUBLIC, State of Fl.

Name Printed or Stamped
Commission Expires:
Commission Number:



SCHEDULE "E"

LEE COUNTY PORT AUTHORITY - PROFESSIONAL SERVICES

TASK AUTHORIZATION FORM

CONTRACT (AGREEMENT) NAME: _____

TASK NO.: _____

TASK AUTHORIZATION FORM NO.: _____

Upon completion and execution of this Task Authorization Form by both parties to the Agreement, the following services are authorized:

(1) Check One: _____ A) See Agreement Referenced Above

OR

_____ B) See Attachment A

(2) Amount(s) previously Authorized under this Task: \$ _____

(3) Amount Authorized by this Authorization: \$ _____

(4) Total Amount of Authorization under this Task: \$ _____

(5) Time to complete services outlined under this Task Authorization: _____
Calendar Days

(6) It shall be understood between both parties that this Task Authorization shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CM/GC'S ACCEPTANCE

Print Name of Firm Print Authorized Name Authorized Signature
Date: _____

LCPA PROJECT MANAGER'S ACCEPTANCE

LCPA

Print Authorized Name Authorized Signature Date

FAA/FDOT APPROVAL

FDOT: _____ FAA: _____
Signature-FDOT Representative Signature-FAA Representative

Date: _____ Date: _____

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$307,802 to perform Concept Refinement and Preliminary Design services associated with the Rental Car Areas Relocation/Expansion and Associated Improvements at Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Customer Facility Charges, RSW Account No. 20859941234.506510.20
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides preliminary design services for the RSW Rental Car Relocation/Expansion and Associated Improvements.

5. **CATEGORY:** 9.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The current RSW rental car service facilities are located on the north side of the airport within the Skyplex area. These facilities were originally constructed, coinciding with the opening of the airport in 1983, as rental car and service facilities, with rental car customer counters located in the old terminal building, and utilizing a busing operation between the terminal and the rental car facilities for customers to pick up and drop off their rented vehicle. When the RSW Midfield Terminal Complex opened in 2005, rental car customer counters were relocated to a new rental car building, near the new terminal and adjacent to the new parking garage, and Quick-Turn-Around (QTA) facilities were also provided on the back side of the garage. The old rental car facilities were then transformed into vehicle service/maintenance facilities and additional vehicle storage areas.

The Port Authority and the rental car companies desire to relocate the service facilities to the south side of the airport. This relocation will reduce the amount of vehicle trips along Air Cargo Road, between the north and south sides of the airport. It will also vacate desirable land on the north side to foster the Skyplex area long-term vision of aviation and non-aviation development, and provide the rental car companies closer access to their vehicle service areas.

After a competitive selection process, on January 17, 2019, the Port Board authorized a contract with Atkins North America as the Designer for the Rental Car Relocation/Expansion and Associated Improvements Project at RSW. The

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (4-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

first Board approved task under this contract is to evaluate the rental car facilities operational needs, identify proposed sizing of future facilities, and develop conceptual alternatives as part of a design concept refinement. As the design and construction of this project is currently unfunded, this task will help scope the project, develop different scenarios/layouts and cost estimates, begin coordination with stakeholders (rental cars, parking operator, etc.), and prepare information to help solicit funding.

Atkins will be subcontracting and managing various specialty firms throughout the course of the contract amendment. For this design effort, Atkins fees = \$96,162, with the remaining \$211,640 being subcontracted services.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

Contract Amendment

CA No. 2

Vendor No. 390187

Contract No. 8250

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 18-21 Design Services Southwest Florida International Airport
Rental Car Areas Relocation/Expansion and Associated Airport Improvements
CONTRACT AMENDMENT (CA)

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Rental Car Areas Relocation/Expansion – Facility Evaluation, Sizing, Conceptual Alternatives

(1) **Reasons for Amendment:**

- | | |
|---|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

ATKINS NORTH AMERICA, INC. ARCHITECT/ENGINEER ACCEPTANCE

Darin Larson

FDOT: N/A
FDOT Representative

FAA: N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: N/A
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 2

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Concepts	Pgal Architects 1425 Ellsworth Industrial Blvd., Suite 15, Atlanta, GA	\$ 32,360.00	No	
	Kimley-Horn & Associates 767 Eustis Street, Suite 100, St. Paul, MN	\$179,280.00	No	

Atkins North America Contract No. 8250

Contract Amendment 2

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Stakeholder Coordination/Inventory	\$ -	\$ -	\$ -	\$ -	\$ 61,030.50	\$ 61,030.50	\$ 61,030.50	\$ -	\$ -
2	Evaluation, Sizing, Concept Alternatives	\$ -	\$ -	\$ -	\$ 307,802.00	\$ -	\$ 307,802.00	\$ -	\$ 307,802.00	\$ -
CONTRACT TOTALS		\$ -	\$ -	\$ -	\$ 307,802.00	\$ 61,030.50	\$ 368,832.50	\$ 61,030.50	\$ 307,802.00	\$ -

Board-approved Level 4 - \$100,000 11/3/16*

Task 2 – RSW Rental Car Areas Relocation Expansion - Facility Evaluation, Sizing, and Conceptual Alternatives

The Lee County Port Authority (LCPA) desires to engage Atkins North America, Inc. (d/b/a Atkins) (Consultant) to evaluate the rental car facilities operational needs, proposed sizing of future facilities, and conceptual alternatives to support the Rental Car Facility Relocation Project at Southwest Florida International Airport (RSW).

I. Description

The existing rental car facility opened in 2005 as part of the midfield terminal project. The previous scope of services was to evaluate and make improvements to the existing rental car facility and evaluating the adequacy of the existing facility to serve the rental car industry now and into the future. The scope of services included in this task order will focus on continued coordination between the Stakeholders, sizing analysis of the proposed rental car facilities based on transaction information provided by the rental car agencies in the previous task order, and the development of conceptual alternatives for relocating the existing vehicle storage and service facilities. The results of the sizing analysis task will inform the development of alternatives for the vehicle storage and service facilities. Note that the sizing analysis may suggest that improvements/expansion of the customer service building and/or the ready and return are needed. Planning for these improvements will be completed in subsequent tasks.

II. Basic Services

For the purposes of scope definition and Consultant fee development, the work has been divided into the following services. Any modifications and/or revisions to these services will constitute a change in the project scope and may require a revision to the compensation to be paid to the Consultant. These services will begin once LCPA provides the Consultant with a written Notice to Proceed.

1. Project Management and Coordination
 - The Consultant will provide project management tasks including bookkeeping, billing, and coordination with project stakeholders. The Project Manager (PM) will be available to the project team and LCPA to oversee necessary project related elements. The PM will keep LCPA advised of the work progress, schedule, and anticipated review dates. The PM will be the Consultant's main point of contact and will be responsible for ensuring that the project's goals and objectives are met within the agreed upon schedule. Quality Control review of deliverables will also be performed by the Consultant as part of this service.
2. Stakeholder Coordination and Meetings
 - The purpose of this service is to continue close coordination between the stakeholders consisting of representatives of LCPA, Rental Car Industry, and the Consultant. The working group would meet monthly at RSW during the five-month planning period. In addition, meetings and conference calls with local representatives will be conducted to understand unique concerns of individual brand families.

- Meeting #1 (Two Days) – Develop Goals and Objectives
The primary purpose of this meeting will be to collectively discuss goals and objectives of the rental car industry and airport including an overview of the conceptual options that will be developed. In addition, separate meetings will be held with SP Plus (parking operator) and individual rental car brand family representatives to discuss and/or confirm unique issues and detailed challenges related to their operation, referencing the existing conditions information gathered in Task 1 – Stakeholder Coordination and Existing Conditions Inventory.
- Meeting #2 (One Day) – Progress Report
The primary purpose of this meeting will be to share draft results of the sizing analysis and to summarize issues to be vetted during the alternatives phase. In addition, order of magnitude projections of alternative Customer Facility Charge financing plans will be presented.
- Meeting #3 (One Day) – Progress Report
The primary purpose of this meeting will be to share results of the final sizing analysis and review initial conceptual options that have been developed and to summarize issues to be vetted.
- Meeting #4 (One Day) – Concept Alternate Short-listing
The primary purpose of this meeting will be to select the location of the alternative and present not more than three (3) concepts for developing an opinion of probable costs.
- Meeting #5 (One Day) – Progress Report
The primary purpose of this meeting will be to share further development of short-listed concepts.

3. Sizing Analysis

- The purpose of this scope is to evaluate the adequacy of the existing customer service building, ready/return facility, and the vehicle storage/maintenance facility. This analysis will be based on transaction information provided by the rental car agencies. Projected future needs will be based on projected airline activity tempered by possible impacts from Transportation Network Company (TNCs).
 - i. Rental Car Survey – purpose is to gather detailed operational and transactional data to be utilized in developing a right-sized facility
 - ii. Consolidation and Evaluation of Rental Car Survey
 - iii. Project Existing and Future Requirements
 - Memorandum and exhibits will be prepared that summarize the sizing analysis results, and compare them to our observations and data collected for the baseline rental car and parking conditions. This information will be used as a basis for development of future conditions and recommendations.
4. Draft Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions to be submitted to LCPA for review and comment.
 5. Meeting with LCPA staff to review Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions.

6. Finalize Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions based on input and comments from LCPA.
7. Conceptual Option Development for RAC and Public Parking: The purpose of this scope is to develop conceptual options that balance the needs of the rental car agencies with those of the airport. Conceptual options for the vehicle storage and service facilities will describe vehicular and pedestrian traffic flow, and the layout of the service facilities within the footprint of the expanded facility. Alternatives to be considered include:
 - Vehicle storage and service facility relocation to the ALP identified site or another nearby site
 - Expansion of vehicle storage and service facility into the long-term lot. This alternative will likely include expansion of the existing garage to compensate for the loss of parking in the long-term lot.
 - Combination of the Alternative 1 and 2. This alternative may include development of expansion of service facilities at multiple locations.

Alternatives will be evaluated based on mutually agreed to criteria including cost, operational efficiency, parking impacts and customer service.

8. Draft Conceptual Alternatives to be submitted to LCPA for review and comment.
9. Meeting with LCPA staff to review Conceptual Alternatives.
10. Finalize Conceptual Alternatives based on input and comments from LCPA.

III. Deliverables

- Draft Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Final Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Draft Conceptual Alternatives
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Final Conceptual Alternatives
 - One (1) electronic copy (Adobe .pdf), transmitted electronically

IV. Schedule

- The Draft Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions will be completed within eight (8) weeks of the Notice to Proceed (NTP).
- Final Memorandum and exhibits that summarize observations, data collected, and baseline rental car and parking conditions will be provided to LCPA within two (2) weeks of receiving comments from LCPA.

- The Draft Conceptual Alternatives will be completed within ten (10) weeks of receiving comments on the Draft Memorandum and exhibits.
- Final Conceptual Alternatives will be provided to LCPA within two (2) weeks of receiving comments from LCPA.

V. Fees

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for trips, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Task Total Lump Sum	\$307,802.00
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Aero Systems Engineering, Inc. in the amount of \$1,199,061 to perform design services associated with the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Passenger Facility Charges, Account No. 20860841234.506510.20.
3. **TERM:** Five Years
4. **WHAT ACTION ACCOMPLISHES:** Provides for the Design of the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW)

5. **CATEGORY:** 10.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

During the original construction of the Midfield Terminal Complex (2002-2005), twenty-seven (27) Passenger Boarding Bridges (PBB) were competitively procured, delivered and installed as part of the project. The bid award went to the lowest responsive bidder, DEW Bridge. DEW was a Canadian manufacturer that introduced itself into the PBB market in 1998 by designing a small bridge that was to be utilized on Regional Jet (RJ) type aircraft. They were the first PBB manufacturer to focus on the RJ aircraft and had very good success in that market. As other US manufacturers developed a competitive bridge to service RJs, DEW developed a full-service apron drive bridge to accommodate larger aircraft. They produced very few of these units prior to discontinuing their PBB venture. Apron drive bridges built by DEW were installed at several locations including: Harrisburg, Pennsylvania, Baltimore Washington International and Fort Myers, Florida. There are also a few other airport locations with one or two of these units installed. RSW purchased nearly one-half of all the apron drive bridges built by DEW, which were also very close to the last units built by this particular manufacturer. In 2012 Ameribridge purchased the rights to build the DEW product, but as of this date, Ameribridge has only built and sold one PBB.

As a result of an inspection of the current PBBs, and with replacement parts increasingly hard to find, it was determined that replacement of the 27 PBBs should be planned. As a result, the Board competitively selected and entered into a contract in September of 2018 with AERO Systems Engineering to design the PBB replacement project. AERO's first assignment was to conduct a more detailed inspection of the PBBs, as well as the 27 structural foundations for the PBB

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (4-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

columns. That evaluation determined additional foundation work also needs to be performed due to changes in hurricane code requirements. The project design may also include ancillary specifications for PBB operations such as: air conditioning/HVAC, ground power, APUs, lightning protection, signage, ramp and building/structural work, etc., needed to successfully complete the project. In addition, the consultant will design an additional PBB for future Gate B1A and an extension to the PBB at Gate C2 to accommodate the RSW Terminal Expansion project. Staff has negotiated a scope of work to design the project, as well as the required surveying and geological evaluation, for fees totaling \$1,199,061, with 5% going to a DBE sub-consultant company.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

Contract Amendment

CA No. 2

Vendor No. 447676

Contract No. 8088

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 18-07 Design Services Replacement of Passenger Boarding Bridges
CONTRACT AMENDMENT (CA)

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Replacement Passenger Boarding Bridges - Design and Bidding Services

(1) Reasons for Amendment:

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | : | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | : | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | : | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

AERO SYSTEMS ENGINEERING, INC. ARCHITECT/ENGINEER ACCEPTANCE

Alan Barge _____

FDOT: N/A
FDOT Representative

FAA: N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By N/A
Executive Director or Designee

Board Item By _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 2

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Electrical	Arora Engineers 61 Wilmington-West-Chester-Pike, Chadds-Worth, PA	\$61,165.00	Yes	\$61,165.00

EXHIBIT B - CONTRACT SUMMARY

AERO Systems Engineering Contract 8088

Contract Amendment 2

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Design Study	\$	\$	\$	\$	40,143.00		40,143.00	40,143.00		
2	Design, Building Services	\$	\$	\$	1,199,061.00			1,199,061.00		1,199,061.00	
CONTRACT TOTALS		\$	\$	\$	\$ 1,199,061.00	\$ 40,143.00	\$	\$ 1,239,204.00	\$ 40,143.00	\$ 1,199,061.00	\$

Board approved Level 4 - \$100,000 11/2/16

Task 2 - RSW Passenger Boarding Bridges – Design and Bidding Services

I. OBJECTIVE

The Lee County Port Authority (LCPA) previously engaged AERO Systems Engineering, Inc. (Consultant) to perform a design study for evaluation of the electrical, mechanical, civil and structural systems to support the replacement of the existing passenger boarding bridges (PBBs), pre-conditioned air (PCA) units and 400 Hz ground power units for Southwest Florida International Airport (RSW). The study was completed with recommendations on modifications to the existing Passenger Boarding Bridge (PBB) foundations, as well as a preliminary schedule and cost breakdown.

II. GENERAL PROJECT DESCRIPTION

The project's base scope will be to replace 27 (including C2) PBBs at the existing facility on Concourses B, C and D. The project will include new point of use (POU) pre-conditioned air (PCA) units and 400 Hz ground power units (GPU) at gates with older equipment (existing gates that have older equipment have been previously identified in the study). The project will further include upgrades and modifications to the existing facility's electrical distribution system at the gates that require upsizing equipment or are currently served with undersized feeders. The project will also include modifications to aircraft parking and airside ramp striping to meet ADA requirements with the replacement PBB sizes, and to maximize aircraft fleet mix.

The project is to provide the construction documents for aircraft parking, ramp striping removal and installation, PBB demolition and installation, equip gates with point of use (POU) PCA and 400 Hz ground power, and the removal of existing gate located PCA and 400 Hz ground power equipment, to the extent that such equipment cannot be re-utilized. Existing potable water cabinets will remain as currently existing. The project also includes the design of electrical upgrades to each gate position and PBB foundation verifications as required.

The project will include Design and Bidding phases. Construction Administration (CA) and Project Close Out phase services will be part of a subsequent contract amendment.

Alternate work scopes have been included for the addition of a new position and PBB at the southwest corner of Concourse B (referred to as new position B1A). A second alternate scope of work has been included which will reconfigure the existing position C2 to accommodate the enlarged terminal footprint being designed and installed under the Terminal Expansion Project. These alternate work scopes have been broken out as separate scopes below. The Designer has assumed these alternate work scopes will be prepared in conjunction with the base scope, or as addendums to the base scope design.

A. SCHEMATIC DESIGN PHASE (DURATION 3 MONTHS)

A.1 Project Set Up, Design Conditions, Constraints and Objectives

AERO Systems Engineering, Inc. (Designer) will perform all items required to properly set up the project, including coordination of travel plans for inspection trips, estimation of fees, definition of scope of work as necessary to ensure the project commences on schedule and in an orderly fashion.

The Designer will identify and document project Constraints and Objectives as was preliminarily outlined in the Scoping study report.

A.2 Project Kickoff Meeting

The Designer will participate/lead a project kickoff meeting with all necessary LCPA stakeholders to clearly outline the Design Conditions, Constraints and Project Objectives and will publish meeting minutes to document all topics discussed and decisions reached.

A.3 Code Reviews

The Designer will review and ensure familiarity with applicable building codes and standards associated with the scope of the Project.

A.4 New Airside Layout (AP-2) Drawings

The Designer will create the Proposed Aircraft Parking Plans (AP-2) series of drawings. This scope item will require that the Owner assist the Designer in the development of an airline preferential gate, and aircraft mix by gate schedule. The Designer will endeavor to optimize the fleet mix at each gate by looking for modifications to the gate arrangement to accommodate additional aircraft.

A.5 Aircraft Simulations

The Designer will perform simulations including power-in, push back, jet blast; will investigate clearances around the aircraft and feasibility of ground handling operations to ensure that all modified aircraft parking arrangements are compatible with existing building and ramp structures, adjacent gates and VSR/tug lanes.

A.6 PBB Load Sheets and Structural Calculations

The Designer will prepare new PBB foundation loading reports and will use those to develop structural calculations for foundation modifications to the existing PBB foundations to support the new loads.

A.7 Electrical Calculations

The Designer will perform evaluations on the switchgear, distribution panels, electrical feeders and gate-located disconnect equipment for gates that require upsized electrical services.

A.8 Develop Cost Loaded Phasing Plans

The Designer will refine construction estimates on equipment and will create phasing plans as necessary to accommodate Owner's funding schedules.

A.9 Updates and Revisions to Preliminary Project Schedule

The Designer will update/refine the preliminary schedule developed during the scoping study.

A.10 Create General Information Sheets (Cover Page, Site Access, Etc)

Based on input from the Owner, Designer will create the necessary general information sheets required for the project including, to the extent applicable, cover sheet, drawing index, general notes, site access and barricade plans.

A.11 Create Foundation Removal and New Structural Modification Drawings

The designer will create construction plans for modifying structural systems as required for the new PBBs.

A.12 PBB Demolition Drawings

Based on input from the Owner, the Designer will create the necessary PBB demolition drawings, which will show the required work to remove the existing PBB's and necessary POU, PCA and 400 Hz equipment. The Designer will develop a disposition plan for this equipment which may include requirements of the Owner for equipment scrapping procedures.

A.13 PBB Install Drawings

Based on input from the Owner, Designer will create the necessary PBB installation drawings which will show the required work to install the new PBB's and walkways.

A.14 400 Hz/PCA Installation Drawings

Based on input from the Owner, Designer will create the necessary PCA and 400 Hz installation drawings which will show the required work to install point-of-use (POU), PCA and 400 Hz equipment on gates.

A.15 PWC Configuration/Modification Drawings

The Designer will create layout/arrangement drawings which will show the Potable Water Cabinet (PWC) locations and worst-case water port at each gate and will relocate/modify the PWC arrangement as necessary to work with newly added or adjusted aircraft parking arrangements.

A.16 Electrical Drawings and One Lines

The Designer will create the necessary electrical drawings and one line diagrams required for the demolition and installation of the electrical upgrades. It is assumed that the building has the adequate electrical capacity to add the additional loads, and that upgrades to existing capacity or main distribution switchboards are not required.

A.17 Miscellaneous Equipment Detail Drawings

The Designer will create the necessary PBB, PCA and 400Hz accessory drawings.

A.18 Preliminary Equipment and Technical Specifications

The Designer will create the preliminary equipment and technical specifications.

A.19 Project QA/QC

The Designer will perform internal QA/QC process on all documents for completeness and accuracy. The Designer will also comply with applicable Owner QA/QC procedures.

A.20 Attend Review Meetings

The Designer will attend one on-site schematic design page-turn / working group meeting to go through the drawing and specification package with all stakeholders.

A.21 Schematic Design Submission

The Designer will assemble and submit a 30% set of Construction Documents for the project. The preliminary project schedule proposes a SD submittal date of June 10, 2019.

Deliverables

- Proposed 30% AP-2 airside drawings
- Foundation loading reports
- Updated AP-2 proposed plans incorporating Owner/Airline comments
- General information sheets
- 30% level PBB foundation modification plans and details
- 30% level PBB demolition plans
- 30% level PBB installation plans
- 30% level PCA and 400 Hz installation drawings
- Preliminary technical specifications
- Preliminary statement of probable construction costs
- Preliminary construction schedule
- Preliminary phasing plan

B. DESIGN DEVELOPMENT PHASE (DURATION 2 MONTHS)

B.1 Review, Respond and Incorporate Owner Comments

The Designer will incorporate any agreed upon modifications based on the Owner's review of the 30% Schematic Design documents.

B.2 Obtain and Review Airline Striping Standards

The Designer will, with assistance from the Owner, obtain to the extent possible, any relevant tenant airline ramp striping safety standards for incorporation into the design.

B.3 Generate Striping Removal and Install Drawings

Based on the aircraft parking plans from AP-2 above, combined with applicable safety standards from the airlines, the Designer will create striping removal and installation drawings to achieve the approved aircraft parking plan.

B.4 Generate CSPP

The Designer will, with input from the Owner, create a preliminary Construction Safety and Phasing Plan.

B.5 Barricade Plan

The Designer will create a preliminary barricade plan to outline the sequential / simultaneous installation operations to delineate construction and crane operating areas.

B.6 Continue Progress on Construction Drawings

The Designer will continue progress on all previously submitted 30% Schematic Design construction drawings to the 60% Design Development level.

B.7 Continue Progress on Specifications

The Designer will continue progress on all previously submitted 30% Schematic Design specifications to the 60% level and will commence incorporation of FAA front end specifications, FDOT standards, and Owner bid documents, to the extent applicable.

B.8 Project QA/QC

The Designer will perform his internal QA/QC process on all Construction Documents and will also comply with applicable Owner QA/QC procedures.

B.9 Attend Review Meetings

The Designer will attend one on-site 60% design package page-turn / working group meeting to go through the drawing and specification package.

B.10 Design Development Submission

The Designer will assemble and submit a 60% set of Construction Documents for the project. The preliminary project schedule proposes a Design Development submittal date of August 6, 2019.

Deliverables

- 60% AP-2 airside drawings
- Updated General information sheets
- Updated 60% level PBB foundation modification plans and details
- Updated 60% level PBB demolition plans
- Updated 60% level PBB installation plans
- Updated 60% level C2 walkway plans and details
- Updated 60% level PCA and 400 Hz installation drawings
- Draft 60% level CSPP
- Draft 60% level barricade plans
- 60% level technical specifications
- Revised statement of probable construction costs
- Revised construction schedule
- Updated phasing plan

C. CONSTRUCTION DOCUMENT PHASE (DURATION 2 MONTHS)

C.1 Review, Respond and Incorporate Owner Comments

The Designer will incorporate any agreed upon modifications based on the Owner's review of the design development documents.

C.2 Finalize CSPP

The Designer will finalize the project's Construction Safety and Phasing Plan.

C.3 Finalize Barricade Plan

The Designer will finalize the barricade plan to outline the sequential / simultaneous installation operations to delineate construction and crane operating areas.

C.4 Finalize Construction Drawings

The Designer will finalize all previously submitted construction drawings

C.5 Finalize Specifications

The Designer will finalize all technical and front-end specifications.

C.6 Project QA/QC

The Designer will perform internal QA/QC process on all Construction Documents and will also comply with applicable Owner QA/QC procedures.

C.7 Attend Review Meetings

The Designer will attend one on-site Construction Document (CD) level package page-turn / working group meeting to go through the finalized drawing and specification package.

C.8 Construction Document Submission

The Designer will assemble and submit a finalized set of Construction Documents for the project. The preliminary project schedule proposes a CD submittal date of October 2, 2019.

Deliverables

- 100% set of construction documents
- 100% level CSPP
- 100% level barricade plans
- Updated statement of probable construction costs
- Updated construction schedule
- Updated phasing plan

D. ISSUE FOR CONSTRUCTION DOCUMENT PHASE

D.1 Review Comments Incorporation

The Designer will incorporate any CD package comments or modifications, changes associated with RFI's and design questions.

D.2 Issue Signed/Sealed Issued for Construction Documents

The Designer will prepare, and issue signed/sealed Issued for Construction documents.

Deliverables

- Issued for Construction (FIC) set of documents signed/sealed by Florida Registered Professional Engineer(s)

E. BID PHASE

E.1 Prepare and Issue Bid Set Documents

The Designer will prepare and issue bid set documents.

E.2 Attend Prebid Meeting

The Designer will attend the prebid meeting on-site and will assist the Owner in conducting the meetings.

E.3 RFI Responses

The Designer will review and respond to any RFI's from the bidders during the bid phases.

E.4 Issue Addenda

The Design will prepare and issue any addenda to the design after the bid process is complete.

E.5 Review Bids

The Designer will assist the CM/GC with evaluation of bids for the project and will tabulate the findings and make recommendations of awards to the Owner.

E.6 Conformed Construction Documents

The Designer will incorporate any and all required changes based on the bidding process and will create a conformed set of construction drawings for the successful bidders' use for permitting and construction activities.

Deliverables

- Conformed IFC documents based on any changes made from bidding process.

F. ALTERNATE B1A SCOPE SCHEMATIC DESIGN PHASE (PARALLEL DESIGN EFFORT)

F.1 New Airside Layout (AP-2) Drawings

The Designer will create the Proposed Aircraft Parking Plans (AP-2) series of drawings for new position B1A. This scope item will require that the Owner assist the Designer in the development of an airline preferential gate, and aircraft mix by gate schedule.

F.2 Aircraft Simulations

The Designer will perform simulations including power-in, push back, jet blast; will investigate clearances around the aircraft and feasibility of ground handling operations to ensure that the new position at B1A and associated aircraft parking arrangement is compatible with existing building and ramp structures, adjacent gates and VSR/tug lanes.

F.3 PBB Load Sheets and Structural Calculations

The Designer will prepare new PBB foundation loading reports and will use those to develop structural calculations for the new PBB at B1A.

F.4 Electrical Calculations

The Designer will perform evaluations on existing electrical distribution equipment for new service to new position B1A.

F.5 Develop Cost Loaded Phasing Plans

The Designer will develop construction estimates on equipment and will create phasing plans as necessary to accommodate Owner's funding schedules.

F.6 Create New Structural Drawings

The designer will create construction plans for adding new structural systems as required for new position B1A.

F.7 PBB Install Drawings

Based on input from the Owner, Designer will create the necessary PBB installation drawings which will show the required work to install the new PBB at position B1A.

F.8 Apron Expansion Drawings

The designer will create layout/arrangement and detail drawings which will show the new apron sections to be added for new position B1A.

F.9 PWC Configuration Drawings

The designer will create layout/arrangement drawings which will show the new PWC location and worst-case water port for the aircraft fleet mix.

F.10 Project QA/QC

The Designer will perform internal QA/QC process on all documents for completeness and accuracy. The Designer will also comply with applicable Owner QA/QC procedures.

F.11 Schematic Design Submission

The Designer will assemble and submit a 30% set of Construction Documents for the project. The Designer has assumed this scope of service will be submitted in conjunction with the base scope or as an addendum to the base scope package.

Deliverables

- Proposed 30% AP-2 airside drawings for new position B1A
- Foundation loading reports
- 30% level PBB foundation plans and details
- 30% level PBB installation plans
- 30% level apron expansion plans and details
- Preliminary statement of probable construction costs
- Preliminary phasing plan

G. ALTERNATE B1A SCOPE DESIGN DEVELOPMENT PHASE (PARALLEL DESIGN EFFORT)

G.1 Finalize Airside Layout (AP-2) Drawings.

The Designer will refine/finalize the Proposed Aircraft Parking Plans (AP-2) series of drawings for new position B1A.

G.2 Generate Striping Removal and Install Drawings

Based on the aircraft parking plans from AP-2 above, combined with applicable safety standards from the airlines, the Designer will create striping removal and installation drawings to achieve the approved aircraft parking plan.

G.3 Aircraft Simulations

The Designer will finalize simulations including power-in, push back, jet blast; will investigate clearances around the aircraft and feasibility of ground handling operations to ensure that all the new position at B1A and associated aircraft parking arrangement is compatible with existing building and ramp structures, adjacent gates and VSR/tug lanes.

G.4 PBB Load Sheets and Structural Calculations

The Designer will finalize structural calculations for the new PBB at B1A.

G.5 Electrical Calculations

The Designer will finalize evaluations on existing electrical distribution equipment for new service to new position B1A.

G.6 Refine Cost Loaded Phasing Plans

The Designer will refine construction estimates on equipment and will create phasing plans as necessary to accommodate Owner's funding schedules.

G.7 Continue Progress on Construction Drawings

The Designer will continue progress on all previously submitted Schematic Design construction drawings to the Design Development level.

G.8 Project QA/QC

The Designer will perform his internal QA/QC process on all Construction Documents and will also comply with applicable Owner QA/QC procedures.

G.9 Design Development Submission

The Designer will assemble and submit a DD set of Documents for the project. The Designer has assumed this scope of service will be submitted in conjunction with the base scope or as an addendum to the base scope package.

Deliverables

- AP-2 airside drawings for new position B1A
- Foundation loading reports
- PBB foundation plans and details
- PBB installation plans
- Apron expansion plans and details
- Statement of probable construction costs
- Phasing plan

H. ALTERNATE C2 SCOPE SCHEMATIC DESIGN PHASE (PARALLEL DESIGN EFFORT)

H.1 New Airside Layout (AP-2) Drawings.

The Designer will create the Proposed Aircraft Parking Plans (AP-2) series of drawings for revised position C2. This scope item will require that the Owner assist the Designer in the development of an airline preferential gate, and aircraft mix by gate schedule.

H.2 Aircraft Simulations

The Designer will perform simulations including power-in, push back, jet blast; will investigate clearances around the aircraft and feasibility of ground handling operations to ensure that the revised position at C2 and associated aircraft parking arrangement is compatible with existing building and ramp structures, adjacent gates and VSR/tug lanes.

H.3 PBB Load Sheets and Structural Calculations

The Designer will prepare new walkway and PBB foundation loading reports and will use those to develop structural calculations for the new walkway and relocated PBB at C2.

H.4 Develop Cost Loaded Phasing Plans

The Designer will develop construction estimates on equipment and will create phasing plans as necessary to accommodate Owner's funding schedules.

H.5 Create New Structural Drawings

The Designer will create construction plans for adding new structural systems as required for the revised position of position C2.

H.6 *PBB Relocated Drawings*

Based on input from the Owner, Designer will create the necessary PBB installation drawings which will show the required work to install the new PBB at position B1A.

H.7 Apron Expansion Drawings

The designer will create layout/arrangement and detail drawings which will show the new apron sections to be added for new position B1A.

H.8 PWC Reconfiguration Drawings

The designer will create layout/arrangement drawings which will show the relocated PWC location and worst-case water port for the aircraft fleet mix at repositioned C2.

H.9 Project QA/QC

The Designer will perform internal QA/QC process on all documents for completeness and accuracy. The Designer will also comply with applicable Owner QA/QC procedures.

H.10 Schematic Design Submission

The Designer will assemble and submit a 30% set of Construction Documents for the project. The Designer has assumed this scope of service will be submitted in conjunction with the base scope or as an addendum to the base scope package.

Deliverables

- Proposed 30% AP-2 airside drawings for revised position C2
- Foundation loading reports
- 30% level PBB foundation plans and details
- 30% level PBB relocation plans and details
- 30% level walkway installation plans and details
- Preliminary statement of probable construction costs
- Preliminary phasing plan

J. ALTERNATE C2 SCOPE DESIGN DEVELOPMENT PHASE (PARALLEL DESIGN EFFORT)

J.1 Finalize Airside Layout (AP-2) Drawings.

The Designer will refine/finalize the Proposed Aircraft Parking Plans (AP-2) series of drawings for revised position C2.

J.2 Generate Striping Removal and Install Drawings

Based on the aircraft parking plans from AP-2 above, combined with applicable safety standards from the airlines, the Designer will create striping removal and installation drawings to achieve the approved aircraft parking plan.

J.3 Aircraft Simulations

The Designer will finalize simulations including power-in, push back, jet blast; will investigate clearances around the aircraft and feasibility of ground handling operations to ensure that the revised position at C2 and associated aircraft parking arrangement is compatible with existing building and ramp structures, adjacent gates and VSR/tug lanes.

J.4 PBB Load Sheets and Structural Calculations

The Designer will finalize structural calculations for the new walkway and relocated PBB at C2.

J.5 Refine Cost Loaded Phasing Plans

The Designer will refine construction estimates on equipment and will create phasing plans as necessary to accommodate Owner's funding schedules.

J.6 Continue Progress on Construction Drawings

The Designer will continue progress on all previously submitted Schematic Design construction drawings to the Design Development level.

J.7 Project QA/QC

The Designer will perform internal QA/QC process on all Construction Documents and will also comply with applicable Owner QA/QC procedures.

J.8 Design Development Submission

The Designer will assemble and submit a DD set Documents for the project. The Designer has assumed this scope of service will be submitted in conjunction with the base scope or as an addendum to the base scope package.

Deliverables

- AP-2 airside drawings for relocated position C2
- Foundation loading reports
- PBB foundation plans and details
- PBB installation plans
- Walkway installation plans and details
- Statement of probable construction costs
- Phasing plan

K. CONSTRUCTION ADMINISTRATION PHASE (NOT INCLUDED AT THIS TIME)

L. PROJECT CLOSE OUT PHASE (NOT INCLUDED AT THIS TIME)

IV. SCHEDULE

Schematic Design 30%	June 10, 2019	3 months
Design Development 60%	August 6, 2019	2 months
Construction Documents 100%	October 2, 2019	2 months
Issue for Construction	October 16, 2019	

Note: Alternate work scopes for B1A. C2 have same deliverable dates and have been assumed parallel efforts or issued as addendums to base design scope.

V. FEES

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for trips, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Design Replacement PBB	\$ 944,471.00
Design Gate B1A	\$ 135,193.00
Design Gate C2	<u>\$ 119,397.00</u>
Task Total Lump Sum	\$ 1,199,061.00

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a Contract Amendment with Manhattan Construction (Florida), Inc., in the amount of \$103,386 to provide Construction Manager/General Contractor (CM-GC) Preconstruction Services for the Replacement of Passenger Boarding Bridges at Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Passenger Facility Charges, Account No. 20860841234.506510.20.
3. **TERM:** Five years
4. **WHAT ACTION ACCOMPLISHES:** Provides for Construction Manager/General Contractor preconstruction services for the RSW Replacement of Passenger Boarding Bridges.

5. **CATEGORY:** 11.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. BACKGROUND:

On November 8, 2018, the Board approved a professional services contract with Manhattan Construction (Florida), Inc. that serves as the basis for activities to provide preconstruction, construction management, and other general contracting services for the Replacement of Passenger Boarding Bridges at RSW. This contract amendment provides for preconstruction services including estimating review, constructability review and analysis, construction activity planning, subcontractor bidding and complete pricing services. Staff has negotiated fees for this Task that total \$103,386.

As with all Port Authority Development contracts, all Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by Florida Department of Transportation, and Federal Aviation Administration, as required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment

Contract Amendment

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (4-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

CA No. 1

Vendor No. 407611

Contract No. 8135

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 18-08 Replacement of Passenger Boarding Bridges
CONTRACT AMENDMENT (CA)

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Replacement Passenger Boarding Bridges – Checkpoint Expansion Preconstruction Services

(1) **Reasons for Amendment:**

- | | | | |
|-------------------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

MANHATTAN CONSTRUCTION (FLORIDA), INC. CM/GC ACCEPTANCE _____

Gordon Knapp _____

CONSTRUCTION ADMINISTRATION ACCEPTANCE (if Applicable) _____

N/A

FDOT: _____ N/A
FDOT Representative

FAA: _____ N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____ N/A
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 1

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
	N/A			

Manhattan Construction Contract No. 8135

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 1

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	Current Contract Value	TA's Issued	Pending TA's	Remaining Contract Balance
1	Checkpoint Expansion Program Services	\$	\$	\$	103,386.00	\$	103,386.00	\$	103,386.00	\$

CONTRACT TOTALS \$ - \$ - \$ - \$ 103,386.00 \$ 103,386.00 \$ - \$ 103,386.00 \$

*Board approved Level 4 - \$100,000 11/13/16

Task 1 - RSW Replacement of Passenger Boarding Bridges – Checkpoint Expansion
Preconstruction Services

I. OBJECTIVE

The objective shall be to assist the Port Authority and the design consultant in the timely delivery and successful completion of design and design related services necessary to initiate construction of all elements associated with the Southwest Florida International Airport (RSW) – Passenger Boarding Bridges. The overriding objective of the CONSTRUCTION MANAGER/GENERAL CONTRACTOR is to assist the Port Authority and the design consultants in keeping this project on schedule, under budget and fully coordinated with all parties.

II. DESCRIPTION

The scope of this project is to provide Lee County Port Authority preconstruction reviews, constructability analyses, bid estimating, outsourced procurement, and bid management services (referred to in the Overview Scope of Preconstruction Services).

During the design and bidder solicitation phase activities, the CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) will lend its construction expertise to the Project Team potentially comprised of the Port Authority retained Architect/Engineer (A/E) and its Subconsultant, as well as Port Authority staff. The goal of the CM/GC is to work jointly with the design consultant to present to the Port Authority project estimates that achieve the best product for the available project funds and is completed within Port Authority time guidelines.

The CM/GC will attend design meetings as well as provide estimating services, constructability review, construction activity planning, scheduling, subcontractor bidding, and complete project pricing services.

III. BASIC SERVICES

The Lee County Port Authority (LCPA) has requested MANHATTAN CONSTRUCTION to provide PRECONSTRUCTION SERVICES for the passenger boarding bridges. MANHATTAN CONSTRUCTION has prepared the following preconstruction scope of work to define the professional services for the following Project:

Replacement of twenty-seven (27) Passenger Boarding Bridges (PBB) at the existing facility on Concourses B, C and D, as well as the new B1A bridge and the extension of C2 after coordinating with the terminal expansion team.

The project will include new point of use (POU) preconditioned air (PCA) units and 400Hz ground power units (GPU) at gates with older equipment (existing gates that have older equipment have been previously identified in the study). The project will further include upgrades and modifications to the existing facility's electrical distribution system at the gates that require upsizing equipment or are currently served with undersized feeders. The project will also include modifications to aircraft parking and airside ramp striping to meet ADA requirements with the replacement PBB sizes, and to maximize aircraft fleet mix.

The project is to provide the construction documents for aircraft parking planning, ramp striping removal and installation, PBB demolition and installation, equip gates with point of use (POU), PCA and 400Hz ground power, and the removal of existing gate located PCA and 400Hz ground power equipment, to the extent that such equipment cannot be reutilized. Existing potable water cabinets will remain as currently existing. The project also includes the design of electrical upgrades to each gate position, and PBB foundation verifications as required.

A. SCHEMATIC DESIGN PHASE

1. Project set-up, existing site conditions, constraints, restriction and objectives. Includes site investigations of existing PBB to be removed and replaced. A Formal report will be submitted prior to Schematic Estimate submission.
2. Attend a project kick-off meeting with the Designer and participate with all necessary LCPA stakeholders to clearly outline the Design Conditions, Constraints and Project Objectives.
3. Working alongside the Designer, review and ensure familiarity with applicable building codes and standards associated with the scope of the Project.
4. Working alongside the Designer, produce, update and refine a preliminary schedule. Lead schedule review discussions and advise the Port Authority of any items inconsistent with the intent of the Master Schedule, in the judgment of the CM/GC that could jeopardize the planned target date or project budget. Make recommendations for recovery of lost time, if any. Establish, maintain and modify these critical milestones in a manner, which does not negatively impact the start of construction.
5. Attend one (1) on-site schematic design page-turn meeting with the Designer and LCPA stakeholders to go through the drawing and specification package.
6. Assemble and produce a 30% Construction Document detailed estimate based on a Bid Package structure breakdown, including phasing as may be required the for the project. Work with AERO Systems Engineering (AERO) to provide a reconciled estimated cost.

B. DESIGN DEVELOPMENT PHASE

1. Generate CSPP (Construction Safety and Phasing Plan), working alongside the Designer, update preliminary Construction Safety and Phasing Plan with input from the Owner.
2. Generate a Preliminary Barricade Plan working with AERO and LCPA stakeholders to create a preliminary barricade plan to outline the sequential and simultaneous installation operations to delineate construction and crane operating areas.
3. Project Quality Assurance (QA) and Quality Control (QC) working with AERO to provide an internal QA/QC process on all Construction Documents and will also comply with applicable LCPA stakeholder's QA/QC procedures.
4. Attend two (2) on-site design development page-turn meetings with the Designer and LCPA stakeholders to go through the drawing and specification package.
5. Assemble and produce a 60% Construction Document detailed estimate based on a Bid Package structure breakdown, including phasing as may be required for the project. Work with AERO to provide a reconciled estimated cost.

C. 50% - 95% CONSTRUCTION DOCUMENT PHASE

1. Finalization of CSPP (Construction Safety and Phasing Plan).
2. Finalization of Barricade Plan working with AERO and LCPA stakeholders to finalize a barricade plan for simultaneous installation operations to delineate construction and crane

operating areas.

3. Project Quality Assurance (QA) and Quality Control (QC) provide a detailed analysis of the 50% - 90% Construction Documents that they will comply with applicable LCPA stakeholder's QA/QC procedures.
4. Attend two (2) on-site 50% - 90% construction document page-turn meetings with the Designer and LCPA stakeholders to go through the drawing and specification package.
5. Assemble and produce a 50% - 90% Construction Document detailed estimate based on further refined drawings as well specifications submitted by the AERO. The estimate shall also have a further in-depth breakdown, by line item within the estimate, to represent all general conditions costs and expected trade-by-trade costs. Work with the AERO to provide a reconciled estimated cost.

D. ISSUE FOR CONSTRUCTION DOCUMENTS PHASE/BID PHASE

1. Prebid Meeting will establish, set-up and manage the subcontractor prebid meeting on-site with AERO and the LCPA stakeholders.
2. Solicitation / Collect / Level and Finalize Subcontractor Bids:
 - Bid Solicitation Process
 - Bid Detailed Manual
 - Prepare detailed scope sheets
 - Analysis of subcontractor scopes and bids
 - Internal meeting with subcontractors to review scopes and pricing
 - Prepare and finalize Construction Document Book with a summary estimate detailed Interactive Cost Estimating (ICE) / assumptions and clarifications / detailed bid package scope sheets / subcontractor bids
 - Perform reconciliation with the A/E estimated costs
3. Not later than completion of 90% construction design drawings, provide to the Project Team a listing of proposed bid phase activities to be taken by the CONSTRUCTION MANAGER/GENERAL CONTRACTOR in soliciting of trade bids for the work. Such plan may include, but not be limited to, fulfillment of minimum advertising requirements for bidding, identifying quantities of plans and specifications needed for effective bidder use and Port Authority requirements; publication of bidding through construction industry media, consideration for specific encouragement of DBE bidders, and establishment of bid times and manner of receipt of bids.
4. Subsequent to receipt of subtrade bids, review all bids received and prepare a tabulation of all subtrade bids received. Meet with the Project Team to review bids received and finalize trade contractor selections.
5. The Project Team will evaluate and analyze the bids in which any areas of discrepancy will be addressed with the particular subcontractor bidder prior to final selection.
6. The Construction Documents Phase Estimate will include the sum of all estimated subtrade construction work and the estimated services necessary to successfully construct the project.
7. CM/GC will make a recommended award to the low subtrade bid unless otherwise authorized by the Port Authority in writing. If requesting to award to other than the lowest subtrade bid, a written justification and request must be provided to the Port Authority. After bidding subtrade work, CM/GC will provide a letter stating that:
 - i) All bid management activities have been performed in accordance with the Basic Scope of Services;
 - ii) All procurement has been performed in accordance with applicable federal, state and local procurements regulations;
 - iii) CM/GC will award subcontracts based on low bids through the competitive bidding process; and CM/GC acknowledges its responsibility as the CM/GC to comply with

and provide the Port Authority with a written record of the procurement process in accordance with local, state and federal regulations.

8. In the event bids received from the subcontractors exceed the A/E's final construction cost estimate previously endorsed by the CM/GC, the CM/GC shall work cooperatively with the Project Team in order to correct the project scope and/or rebid the subcontracted work in order to meet the established budget.
9. Based on trade bids received, the CM/GC will provide a Project Final Price proposal that addresses both cost and time or performance. The Project Final Price will include the sum of all subtrade construction work and the negotiated services necessary to successfully construct the project.
10. The CM/GC will attend the Airports Special Management and Board of Port Commissioners meetings as required.

IV. ADDITIONAL SERVICES

The CM/GC shall perform any additional services without prior written consent of the LCPA. Any request for additional fees shall be submitted in writing to the LCPA Project Manager prior to any work performed. Any variance from the contracted scope will be considered additional services.

V. FEE SUMMARY

The fee for preconstruction services is a lump sum amount distributed as follows:

Schematic Design Phase	\$ 26,509.00
Design Development Phase	\$ 25,809.00
Construction Document Phase	\$ 25,089.00
Construction Document/Bid Phase	<u>\$ 25,979.00</u>
Task Total Lump Sum Amount	\$103,386.00

Included within the professional services fee is the cost of all travel and lodging, blueprint reproduction costs, copies, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board (1) approve a grant (Modification No. Z0114-3 to Subgrant Agreement) from the Division of Emergency Management in the amount of \$74,313.98 for hurricane-related property damage at Southwest Florida International Airport (RSW) and Page Field (FMY) and (2) authorize Executive Director to approve any future Modifications on behalf of the LCPA.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides \$74,313.98 of funding for hurricane-related property damage at RSW and FMY.

5. **CATEGORY:** 12.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

LCPA experienced property damage as a result of Hurricane Irma. LCPA staff has been coordinating with the Division of Emergency Management (DEM) and Federal Emergency Management Agency (FEMA) representatives in an attempt to recover property damage costs experienced from this storm. On July 20, 2018, LCPA secured a Subgrant Agreement in the amount of \$10,199.41 and then subsequent Modifications were secured to add \$19,533.49 under this current agreement. This Modification to Subgrant Agreement adds \$74,313.98 in federal and state funds to be used towards eligible disaster relief activities for a total participation to date of \$104,046.88. Since the total cumulative grant amount exceeds the Executive Director's authorization level (\$100,000), Board approval of this item is requested.

LCPA staff continues to work with DEM and FEMA to secure additional funds to recover the eligible hurricane-related costs. If LCPA secures additional funds related to this Subgrant Agreement, the Board is asked to authorize the Executive Director to approve any future Modifications to Subgrant Agreement on behalf of the LCPA.

Attachments:
Modification
Resolution

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X (4-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

**MODIFICATION # Z0114-3 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND
Lee County Port Authority**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Lee County Port Authority ("Sub-Recipient"), to modify Contract Number Z0114, which began on 9/04/2017 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$29,732.90 in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$63,697.69 under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by \$63,697.69 and the State share by \$10,616.29 for the maximum amount payable under the Agreement to \$104,046.88.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 3rd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: Lee County Port Authority

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

**Attachment A - 3rd Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Lee County Port Authority											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
167	G	Irrigation system and misc	\$8,742.35	75.00%	\$1,457.06	12.50%	\$1,457.05	12.50%	\$11,656.46	9/04/2017	3/10/2019
187	E	RSW Elevators	\$5,553.15	75.00%	\$925.53	12.50%	\$925.52	12.50%	\$7,404.20	9/04/2017	3/10/2019
385	B	RSW Jet Bridge cleanup	\$14,082.24	100.00%	\$0.00	0.00%	\$0.00	0.00%	\$14,082.24	9/04/2017	3/10/2018
853	E	Ext Doors	\$4,672.50	75.00%	\$778.75	12.50%	\$778.75	12.50%	\$6,230.00	9/04/2017	3/10/2019
1096	G	RSW Conservation Area Fence and signage	\$50,412.04	75.00%	\$8,402.01	12.50%	\$8,402.00	12.50%	\$67,216.05	9/04/2017	3/10/2019
3468	B	DR4337-LeeCountyPortAuthority-Emergency Work	\$7,732.50	75.00%	\$1,288.75	12.50%	\$1,288.75	12.50%	\$10,310.00	9/04/2017	3/10/2018
Total:			\$91,194.78		\$12,852.10		\$12,852.07		\$116,898.95		

RESOLUTION
FOR
MODIFICATION NO. Z0114-3 TO SUBGRANT AGEEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Modification No. Z0114-3 to Subgrant Agreement with the Division of Emergency Management.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Division of Emergency Management to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Modification No. Z0114-3 to Subgrant Agreement is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Modification No. Z0114-3 to Subgrant Agreement with the Division of Emergency Management.
3. That the Executive Director of the Lee County Port Authority is hereby authorized to approve any future Modifications to Subgrant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

The foregoing Resolution was offered by Commissioner _____ who motioned for its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, was as follows:

John E. Manning _____
Larry Kiker _____
Cecil L Pendergrass _____
Frank Mann _____
Brian Hamman _____

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2019.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board Adopt Resolution amending Sections 5 & 9 of the Lee County Port Authority Purchasing Manual to place greater emphasis on current firm workload when evaluating responses to competitive Requests for Letters of Qualifications
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the evaluation process for Requests for Competitive Letters of Qualification to provide greater opportunity for qualified firms to gain airport experience, resulting in a greater pool of qualified firms to compete for airport work, spreads airport work between multiple contractors, ensures current contract holders of previously awarded airport work maintain the manpower to successfully complete current assignments, redefines role of the Staff Evaluation Committee, and provides a resolution process in the unlikely event of a tie between qualified firms.

5. **CATEGORY:** 13.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
NAME Gregory S. Hagen

DIV. Port Attorney

10. **BACKGROUND:**

Florida Statutes Section 287.055, the Consultant's Competitive Negotiation Act, (the "CCNA") and individual LCPA solicitations identify "current workload" as an evaluation criteria to be considered when selecting architects, engineers, construction managers, and firms to provide other professional services as defined in the CCNA. Even though this criteria (along with many others) is currently considered, it is recommended that greater emphasis be placed on current firm workload during the competitive selection process. The goal of this emphasis is to:

- Offer more firms opportunities to gain RSW and FMY airport work experience, creating a larger pool of airport experienced southwest Florida firms resulting in more competition and better service to the LCPA.
- Spread the available airport work among qualified firms and offer opportunities for firms to gain airport experience.
- Ensure that the key staff of firms that are currently working on LCPA contracts are not spread too thin and can adequately manage existing airport contract work.

Attached are proposed revisions to the LCPA Purchasing Manual that would place additional emphasis on current firm

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>N/A</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory S. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (4-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

workload when evaluating and selecting firms. LCPA staff would also include in all future solicitations for Competitive Letters of Qualifications a revised "Evaluation Criteria" section to make it clear to firms submitting qualifications and staff/ASMC/Board that additional emphasis will be placed on current workload when reviewing the firm's capabilities.

Also, pursuant to the existing LCPA Purchasing Manual, since the Airports Special Management Committee ("ASMC") already has the opportunity to rank firms without oral presentations, future agenda items will offer the ASMC the following alternatives as a Requested Motion:

- o Approve staff's recommended ranking of firms based on written proposals (no oral presentations requested).
- o Request oral presentations from the top 3 firms as recommended by staff.
- o Request oral presentations from firms as determined by the ASMC.

The intent of these adjustments is to streamline the evaluation process by having the Staff Evaluation Committee fully evaluate qualifications and proposals and provide a recommended shortlist of qualified firms to the ASMC.

In addition, since there are times when an even number of ASMC members vote for the ranking of firms (which creates the potential for a tie), it is recommended that a tie-breaker system be added to the Manual in the rare event an ASMC revote ends in a second tie.

Attachments:

- 1) Proposed Amendments to Sections 5 & 9 Lee County Purchasing Manual
- 2) Adopting Resolution

**A RESOLUTION OF THE LEE COUNTY BOARD OF PORT COMMISSIONERS
AMENDING THE
LEE COUNTY PORT AUTHORITY PURCHASING MANUAL
TO AMEND SECTIONS 5, COMPETITIVE SELECTION
METHODS, AND 9, REVIEW OF LETTERS OF
QUALIFICATIONS AND PROPOSALS, PROVIDING
SEVERABILITY AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Board of Port Commissioners is the governing body of the Lee County Port Authority, a political subdivision and dependent special district of Lee County, Florida; and,

WHEREAS, the Lee County Port Authority operates the Southwest Florida International Airport and Page Field General Aviation Airport under the authority of Chapter 63-1541, Laws of Florida; Chapters 125 and 332 Florida Statutes; and Lee County Ordinance 01-14; and,

WHEREAS, the Board of Port Commissioners of the Lee County Port Authority adopted a Purchasing Manual for the Port Authority by Port Authority Resolution No. 04-01-07 on January 12, 2004, and later amended the Purchasing Manual by adopting Resolution No. 04-11-10, adopted on November 8, 2004; Resolution No. 06-09-21, adopted on September 11, 2006; Resolution No. 07-01-01, adopted on January 8, 2007; Resolution No. 08-09-06, adopted on September 8, 2008; Resolution No. PA-10-09-11 adopted on September 13 2010; Resolution No. PA-12-01-01, adopted on January 9, 2012; Resolution No. PA-12-11-12, adopted on November 8, 2012; Resolution Nos. PA-14-05-14, PA-14-05-15, adopted on May 13, 2014; Resolution No. 15-11-11, adopted on November 5, 2015; Resolution No. 16-11-15 adopted on November 3, 2016; Resolution No. 17-06-38, adopted on June 22, 2017; and,

WHEREAS, the Board of Port Commissioners desires to further amend the Port Authority Purchasing Manual to better define criteria to select the most highly qualified firms for the provision of professional services covered by the Consultant's Competitive Negotiations Act, Section 287.055, Florida Statutes (the "CCNA") and the Port Authority Purchasing Manual, and to promote the equitable distribution of contracts among qualified firms in accord with the CCNA; and

WHEREAS, the Board further desires to amend the role of the Staff Evaluation Committee in evaluating proposals and letters of qualification and to provide a tie-breaking process for the Airports Special Management Committee consultant rankings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS FOR LEE COUNTY, FLORIDA THAT:

1. The above preamble is accepted and approved as true and accurate, and is adopted and incorporated as if set out herein at length.
2. The proposed amendment to Sections 5 and 9 of the Lee County Port Authority Purchasing Manual, with new language underlined

and deleted text shown in strike-through text, is approved as attached and incorporated herein as Exhibit "A".

- 3. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of the court will not affect the remaining provisions. It is the Board's intent that this Resolution would have been adopted without such unconstitutional provision.
- 4. This Resolution may be revised without approval by the Board to correct typographical or administrative errors that do not change the tone, tenor or concept of the Resolution.
- 5. The revised Purchasing Manual shall take effect immediately.

Commissioner _____ made a motion to adopt the foregoing resolution, seconded by Commissioner _____. The vote was as follows:

JOHN E. MANNING _____
 CECIL PENDERGRASS _____
 LARRY KIKER _____
 BRIAN HAMMAN _____
 FRANK MANN _____

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2019.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

Approved as to Form for the Reliance
Of Lee County Port Authority Only:

By: _____
Office of the Port Authority Attorney

EXHIBIT "A"

SECTION 5: COMPETITIVE SELECTION METHODS

5.1 Competitive Selection Methods

Unless otherwise authorized by law, all Port Authority contracts which are anticipated to exceed Board Level Authorization, either for the applicable fiscal year or cumulatively over the term of the contract, shall be awarded by one of the following methods.

A. Competitive Sealed Bidding. Capital construction projects and the purchase of goods or services that are estimated to exceed Board Level Authorization will be acquired through formal sealed bids except as otherwise provided in this Manual.

1. Notice Inviting Bids. Request for Bids shall be subject to the following:

- a) Request for Bids. A Request for Bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement. No criteria may be used in bid evaluations that are not set forth in the Request for Bids.
- b) Public Notice. Adequate public notice of the Request for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations. For construction projects valued at more than \$200,000.00, notice thereof shall be advertised at least one (1) time in a newspaper of general circulation, calling for sealed bids upon the work to be done under the proposed contract, to be received not earlier than twenty-one (21) days from the first publication of notice as may be required by governing regulations.

Construction projects valued at more than \$500,000.00 shall be advertised in the same manner, but at least thirty (30) days prior to the bid opening.

Notice for all other Requests for Bids shall be advertised in the most cost-efficient and effective manner.

- c) Bidders List. Notice of sealed bids may also be solicited from responsible prospective suppliers, who have requested the opportunity to bid on Port Authority projects, via

whatever method is determined by the Purchasing Manager to be most effective and efficient while allowing sufficient time for the prospective bidder to submit a response.

- d) Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Request for Bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded in a Register of Receipt prepared at the Bid Opening; the record of each bid shall be open to public inspection in accordance with applicable public records laws.
- e) Bid Bond. When deemed necessary by the Purchasing Office in consultation with the requesting department, bid bonds shall be required in the Request for Bids. Unsuccessful bidders shall be entitled to a return of their bid bond where the Authority has required such following the issuance of a notice of award or a decision to reject all bids. A successful bidder shall forfeit any required surety upon failure on his part to enter into a contract after Authority approval or to meet other requirements as set forth in the Request for Bids.
- f) Correction or Withdrawal of Bids. Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with regulations. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Port Authority or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Manager.
- g) Award. After review of submitted bids by Port Authority staff, the Purchasing Manager shall provide a "Notice of Intended Decision" to all bidders. The contract, if required, shall then be scheduled for consideration and approval and awarded by the Board with reasonable promptness, subject to funding availability, to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Bids.

B. Competitive Sealed Proposals

1. Conditions for Use.

- a) Competitive sealed proposals is a competitive method used to acquire goods or services which due to their uniqueness are established around general guidelines or a description of a need for a service or a performance expectation of a particular service, rather than a firm specification written in detail and is used when limited to no fixed criteria exists. Competitive proposals are used only when it is not appropriate to use the sealed bid method. Goods or services may be solicited by competitive sealed proposals as determined by the Purchasing Manager in consultation with the requesting department.
- b) Regulations may provide that it is either not practical or not advantageous to the Port Authority to procure specified types of supplies, services, or construction by competitive sealed bidding.
- c) Contracts for auditing services shall be entered into by competitive sealed proposals or qualifications as provided for in accordance with Florida Statutes, Section 218.391, or as may be amended, renumbered or replaced.

2. **Public Notice.** Public notice for Requests for Proposals for construction projects shall be advertised in the same manner as Requests for Bids for construction projects of the same value. Adequate public notice for all other Requests for Proposals shall be given in the same manner as provided for other Requests for Bids.

3. **Proposal Opening.** ~~Receipt of~~ Proposals shall be opened publically and a Register of Proposals shall be prepared in accordance with regulations, and ~~All~~ proposals shall be open for public inspection in accord with public record requirements.

4. **Evaluation Factors.** The Request for Proposals shall state the relative importance of price and other factors and subfactors, if any. Judgmental factors may be used to determine not only if items offered meet the certain criteria but also to evaluate competing proposals.

5. **Proposed Fees.** The Authority may also require interested persons to submit their proposed fees or prices for the performance or delivery of their proposed services or goods, unless such pricing

from interested persons is prohibited by law. Following the conclusion of the evaluation and prior to the contract award, such fees may be negotiated as set forth in the original Request for Proposals.

C. Competitive Requests for Letters of Qualifications (CCNA)

Competitive Letters of Qualifications is a competitive method with qualifications and experience, not cost, being the primary selection factor. The procedures outlined below will be used for the acquisition of Professional Services as defined under the Consultants' Competitive Negotiations Act ("C.C.N.A.") Section 287.055, Florida Statutes or as otherwise required under Florida Statutes (e.g., Florida Statutes Section 218.391, etc.).

1. Conditions for Use.

a) A contract may be solicited by competitive request for qualifications when the Purchasing Manager in consultation with the requesting department determines, pursuant to regulations, that the use of competitive sealed bidding or proposals is either not practical or not advantageous to the Port Authority. Such determination is not required when in accord with governing laws.

~~b) Regulations may provide that it is either not practical or not advantageous to the Port Authority to procure specified types of supplies, services, or construction by competitive sealed bidding or proposals.~~

be) Professional Services required to be procured in accordance with Florida Statutes, Section 287.055, or as amended, will be acquired by Competitive Requests for Letters of Qualifications.

cd) Public Notice. Adequate public notice of the Request for Qualifications shall be given in the same manner required by law as provided for Requests for Bids for a similar project.

de) Receipt of Qualifications. A Register of Receipt shall be prepared and shall be open for public inspection in accord with public record requirements.

ef) Evaluation Factors. Judgmental factors and the evaluation criteria set out in Section 9 of this Manual will may be used

to determine not only if responding firms meet the certain criteria but also to evaluate competing qualifications.

D. Competitive Request for Letters of Qualifications (non-CCNA)

Other Professional Services as defined herein and not covered under the CCNA and above the Board Level Authorization will follow procedures outlined in each individual Request for Letters of Qualifications solicited. Other professional services procured which solicit subcontracts for construction projects shall be required to comply with Florida Statutes, Sections 255.0525 and 255.20, as amended, and 49 Code of Federal Regulations Part 18, if federal funds are involved.

5.2 Small Purchases (Quotations)

A. Whenever material, equipment and supplies are needed in connection with the usual and customary operation of the Authority, the procedure for obtaining same shall be governed by this Policy.

B. Purchases equal to or under Board Level Authorization shall require responses be solicited for each group of goods required. Either a contract or purchase order contract may be completed for these items at the discretion of Purchasing. Purchasing shall coordinate with the appropriate department to determine the lowest, most responsive and responsible bidder. Goods estimated below Board Level Authorization do not require advertising and responses are not required to be opened in public. Additionally, Board approval of the award is not required and the Bid Protest Procedure does not apply. Additional procedures govern these procurements; however, in general:

1. Verbal Quotations. Verbal quotations shall be used to purchase goods or services from one cent (\$.01) to \$10,000.00, unless the purchase will use Federal Grant funds. Written quotations are optional and sought at the department level at the discretion of Purchasing.
2. Written Quotations. Written quotations shall be used to purchase goods or services from \$10,001.00 up to Board Level Authorization. If the purchase will be paid for using Federal Grant funds, written quotations are required for any purchase of \$3,000.00 up to Board Level Authorization. A minimum of three written quotations shall be solicited by the requesting department or by Purchasing, at Purchasing's discretion.

5.3 Utilization of Other Competitively Procured Contracts

It has been determined that it may be to the Port Authority's best interest to utilize other competitively procured contracts to take advantage of efficiencies in the procurement process. A contract may be awarded for a commodity or service when the Purchasing Manager determines that utilizing the contract is authorized and in the Port Authority's best interest under the following circumstances:

- A. Utilization of State of Florida Contracts in which the Port Authority has direct authority under Florida Administrative Code, Rule Section 60A-1.005.
- B. Cooperative Purchases in which the Port Authority has entered into an agreement with other local governmental entities to provide for cooperative purchasing.
- C. General Service Administration (GSA) Agreements established by the federal government which provides current vendor pricing.
- D. Piggybacking. When goods and services have gone through a competitive solicitation process by another governmental entity (i.e., municipal or county governments, or other qualified agencies), the Port Authority may "piggyback" the awarded contract and take advantage of the specified level of service, contract terms, and pricing received. Such current agreement must be maintained in the Purchasing Office and remain in file in accord with public records laws.

5.4 Sole Source Procurement

A contract may be awarded for a supply, service, system, software or construction good or service without competition when the Purchasing Manager determines in writing that there is only one authorized source for the required good, service, system, software or construction item; or if use of a specific product or service is required to preserve the Port Authority's pre-existing warranty or contractual rights; or, if the product is proprietary and a trade secret under Section 812.081, Florida Statutes, or as amended, renumbered, or replaced, and is required to maintain compatibility with existing or proposed Port Authority equipment, facilities, systems, services or software. Such recommendation must accompany the Board approval request if the value of the purchase is over the Board Level Authorization.

The Purchasing Manager shall be authorized to enter into direct negotiations pertaining to the costs and products determined to be sole source.

5.5 Emergency Purchases

In the event of, or in anticipation of, a natural or manmade disaster, including but not limited to, a hurricane, tornado, flood, fire, aircraft incident, riot or other act of God, or an act of domestic terrorism, the Executive Director is authorized to declare an emergency event or a state of emergency for purchasing purposes. Nothing in this section shall be construed to limit the authority of the Board to declare or terminate a state of emergency and take any action authorized by law when sitting in a regular or special meeting. During the declared emergency period, all normal purchasing procedures and requirements shall be suspended and the following procedures shall apply:

- A. The Executive Director shall be empowered to authorize the Purchasing Manager to secure any needed emergency supplies, materials, equipment or services using the most efficient and effective procurement methods, as determined by the Purchasing Manager. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the Board at the earliest available regular or special Board meeting.
- B. By Department Head. With the approval of the Executive Director, or Purchasing Manager if so designated by the Executive Director, the head of any department may purchase any needed emergency supplies, materials, equipment or services, using the most effective procurement methods, as determined by the department head. If the cost of any purchase exceeds the current Board Level Authorization, a full report of such purchase shall be made to the Board at the earliest available regular or special Board meeting.
- C. Other municipalities. The Executive Director, or Purchasing Manager if so designated by the Executive Director, may request another municipality to purchase for the Authority any needed emergency supplies, materials, or equipment or the Authority may purchase from another municipality any needed emergency supplies, materials or equipment such municipality has available. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the Board at the earliest available regular or special Board meeting.

Notwithstanding any other provision of this policy, the Executive Director or Purchasing Manager or a designee of either may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions described herein; provided that such emergency procurements shall be made with such competition as is practical under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the contract file.

5.6 Special Procurements

Notwithstanding any other provision contained herein, the Purchasing Manager may initiate a procurement above the small purchase amount specified herein where the Executive Director determines that an unusual or unique situation exists that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals or qualification contrary to the public interest. Any special procurement under the section shall be made with such competition as is practical under the circumstances. A written determination of the basis for the procurement and for the selection of a particular vendor shall be included as backup to the recommendation to the Board for approval.

SECTION 9: REVIEW OF LETTERS OF QUALIFICATIONS AND PROPOSALS

9.1 Review of Submittals Received in Response to Requests for Letters of Qualifications and Proposals

A. Staff Evaluation Committee Responsibility and Function

1. All Letters of Qualifications and Proposals shall be reviewed by a Staff Evaluation Committee consisting of the Purchasing Manager and such other staff members as the Purchasing Manager and the requesting department shall designate. A representative of the Office of Grants and Governmental Affairs shall serve on the Committee for all projects requesting DBE, W/MBE or ACDBE participation and such other projects as the Purchasing Manager may request. The Purchasing Manager, or his or her designee, shall serve as the facilitator for all Staff Evaluation Committee meetings.
2. The Staff Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of firms who have submitted proposals in response to the request for qualifications/proposals. Committee evaluations shall be conducted at a publicly noticed meeting and minutes of the meeting shall be taken. Evaluations may include such activity as is deemed appropriate by the Committee to verify the qualifications and capabilities of the firms submitting qualifications or proposals Proposers and their ability to furnish the required goods or services.

The Staff Evaluation Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the proposers it selects from among those submitting letters of qualifications or proposals.

After completing a review of reviewing all submitted proposals, the Staff Evaluation Committee shall forward all responsible and responsive submittals ~~including its evaluation which may include a recommendation~~ to the Airports Special Management Committee (ASMC), along with a recommendation that includes a suggested order of preference of the firms the Evaluation Committee finds most qualified or have submitted the best proposal.

B. Airports Special Management Committee Evaluation

At a public meeting, the Airports Special Management Committee shall consider the Staff Evaluation Committee's recommendation and review all

submitted letters of qualifications or proposals. The Airports Special Management Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the firms ~~proposers~~ it selects from among those submitting qualifications or proposals. The Committee may waive oral presentations or interviews. If no oral presentations or interviews are requested, the Airports Special Management Committee shall make its selections based on its review of the submitted materials and the staff evaluation of qualified firms at its initial public meeting.

The Executive Director or authorized designee, the Authority staff, and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

For proposals to provide goods and services, the Airports Special Management Committee evaluation may include but is not limited to such factors as: quality of the product or service; price; past performance; willingness and ability to meet time and budget requirements; ability to furnish the required services or product; and such other factors as may be determined by the Committee to be applicable to the particular requirements of the solicitation and in the best interest of the Lee County Port Authority.

Consideration shall be given to Disadvantaged Business Enterprise, Minority Business Enterprise and Women Business Enterprise firms in accordance with applicable governmental laws, policies or regulations.

At the conclusion of its evaluations, the Airports Special Management Committee shall vote to establish, by ~~consensus~~, a list of at least three (3) firms, in order of preference, most qualified and capable to provide the product or perform the services required. If the vote results in a tie between the most qualified firms, a second vote will be taken to break the tie. If the vote results in a second tie, then the Staff Evaluation Committee's evaluation of the Letters of Qualification or proposals shall serve to break the tie. The Airports Special Management Committee shall report its recommendations and order of preference to the Board of Port Commissioners. Should the Airports Special Management Committee determine from its evaluations that there are less than three (3) qualified firms ~~Proposers~~ submitting letters of qualifications or proposals, it shall provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

Following the conclusion of the Airports Special Management Committee meeting, Purchasing will send an ~~informal~~ notice of the Committee's proposed consultant ranking and recommendations to each submitting consultant.

C. Evaluation Criteria for Letters of Qualification

Pursuant to Florida Statutes Section 287.055 (4)(b), or as amended, renumbered or replaced, in determining whether a firm is qualified, the Port Authority shall consider a number of factors, including the "recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms." It is the intent of the Board of Port Commissioners to provide opportunities to all qualified firms to gain airport experience and to broaden the number of qualified firms available to provide services to the Port Authority as a diversified resource which promotes competition. Therefore, all respondents to competitive solicitations are advised that Port Authority staff, the Airports Special Management Committee and the Board of Port Commissioners will place an emphasis on reviewing current workload when being considered for Port Authority projects/assignments. Firms with a significant amount of current ongoing Port Authority work may be ranked lower to offer opportunities to other qualified firms.

DG. Action by the Board of Port Commissioners

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the Airports Special Management Committee, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems qualified and capable to provide the product or perform the services required. Subsequent to the ranking of firms by the Board of Port Commissioners, Purchasing shall send written Notice of Ranking to the highest ranking firm and shall notify all firms that submitted Letters of Qualifications or Proposals of the ranking.

ED. Contract Negotiations

Once the Board completes its ranking, staff will negotiate a professional services agreement with the number-one ranked firm that meets the requirements of the Port Authority. If staff is unable to negotiate such an agreement, staff will formally terminate negotiations with the highest ranked firm in writing and open negotiations with the number two ranked firm. If necessary, staff will formally terminate negotiations with the number two ranked firm and continue negotiations with subsequently ranked firms until it obtains an agreement that can be presented to the Board of Port Commissioners for review. The decision to formally terminate negotiations and commence negotiations with a subsequently

ranked firm may be made by the Director of the project sponsoring department.

The Board of Port Commissioners shall approve, reject or modify all professional services agreements for projects that are over Board Approval Level in cost.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Establishes perpetual non-exclusive underground utility easement to allow Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar located at Page Field Airport.

5. **CATEGORY:** 14.
Consent Agenda

6. **ASMC MEETING DATE:** 2/19/2019

7. **BoPC MEETING DATE:** 3/7/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gregory S. Hagen

DIV. Port Attorney

10. **BACKGROUND:**

Florida Power & Light Company requests Board grant a non-exclusive underground utility easement to provide electrical service for the Accent Stripe Hangar located at Page Field Airport.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Jeffrey A. Mulder</i>
-----------------------------	------------------------------	-------	---------	---------------	--

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (4-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Strap No. 12-45-24-00-00001.0000

Portion of Section 12, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

UTILITY EASEMENT

This indenture is made this ____ day of _____, 2018, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida ("Grantor") and **FLORIDA POWER AND LIGHT COMPANY**, a Delaware Limited Liability Company, its licensees, agents, successors and assigns whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908 ("Grantee"). The undersigned Grantor, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement ten (10) feet in width as described in attached Exhibit "A" ("Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area, including the right to install facilities, under, through and within the Easement Area, and to operate the same for Grantee's communications purposes; the right of ingress and egress to the Easement Area over adjacent lands under Grantor's control; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Areas for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair/Vice-Chair

Approved as to Form for the Reliance of
Lee County Only:

BY: _____
Office of the County Attorney

LEGAL DESCRIPTION

A 10-FOOT WIDE STRIP OF LAND, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEING A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT', ACCORDING TO THE BOUNDARY SURVEY PREPARED BY COONER & ASSOCIATES, INC. DATED FEBRUARY 2010, LYING IN SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THAT CERTAIN 'BOUNDARY POINT BP 507' AS SHOWN ON SAID 'PAGE FIELD AIRPORT' BOUNDARY SURVEY; THENCE S83°42'08"W, ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE, FOR A DISTANCE OF 217.72 FEET; THENCE N06°17'52"W FOR A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**; THENCE S83°42'08"W FOR A DISTANCE OF 48.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 02°48'20", AN ARC DISTANCE OF 43.82 FEET, A CHORD DISTANCE OF 43.82 FEET, AND A CHORD BEARING OF S85°06'18"W; (THE PRECEDING TWO (2) COURSES LYING 5.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF PARCEL 1 AND SAID NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE); THENCE N87°15'43"W FOR A DISTANCE OF 209.99 FEET TO THE **POINT OF TERMINATION** OF SAID CENTERLINE.

CONTAINING 3,020 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

- 1) BEARINGS SHOWN HEREON ARE BASED UPON FIXING THE NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE, AS S83°42'08"W.
- 2) THIS MAP IS NOT VALID WITHOUT EITHER THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR A VALIDATED ELECTRONIC SIGNATURE, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



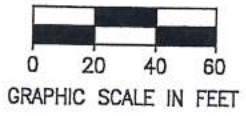
PREPARED BY:

Digitally signed by Judith H McCarrier, PSM
 Judith H McCarrier, PSM
 Florida License #6021 Date: 2018.12.07 11:58:14 -05'00'

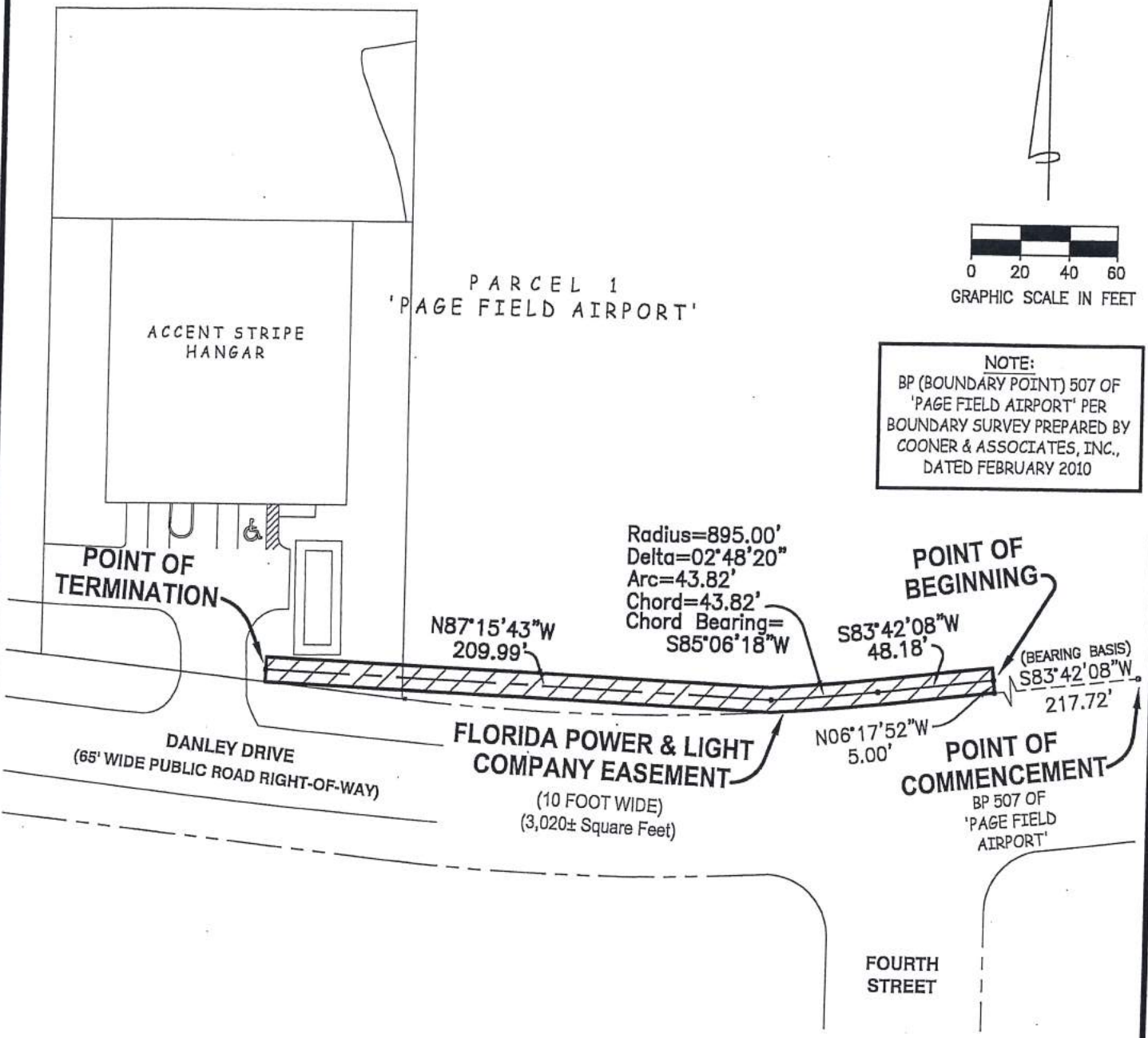
JUDITH H. McCARRIER
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA LICENSE NO. 6021

SEE SHEET 2 OF 2 FOR SKETCH.

 J H McCARRIER LAND SURVEYING, INC. Licensed Business No. 7027	PROJECT SKETCH TO ACCOMPANY LEGAL DESCRIPTION FLORIDA POWER & LIGHT COMPANY EASEMENT 'ACCENT STRIPE HANGAR - 551 DANLEY DRIVE' A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT'		
	CLIENT CUNNINGHAM CONSTRUCTION 2036 BEACON MANOR DRIVE FORT MYERS, FL 33907 PHONE: (239) 768-3363		SCALE N.A. DATE DEC. 7, 2018
2460 SUNRISE BOULEVARD FORT MYERS, FLORIDA 33907 Phone: (239) 277-7821 • Fax: (239) 277-7829	FILENAME FPL_Easement.dwg PROJECT NO. 18-084		DRAWN BY JHM CHECKED BY JHM
			SHEET 1 OF 2



NOTE:
 BP (BOUNDARY POINT) 507 OF
 'PAGE FIELD AIRPORT' PER
 BOUNDARY SURVEY PREPARED BY
 COONER & ASSOCIATES, INC.,
 DATED FEBRUARY 2010



THIS IS NOT A BOUNDARY SURVEY.

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION.



2460 SUNRISE BOULEVARD
 FORT MYERS, FLORIDA 33907
 Phone: (239) 277-7821

PROJECT	SKETCH TO ACCOMPANY LEGAL DESCRIPTION FLORIDA POWER & LIGHT COMPANY EASEMENT 'ACCENT STRIPE HANGAR - 551 DANLEY DRIVE' A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT'		
CLIENT	CUNNINGHAM CONSTRUCTION 2036 BEACON MANOR DRIVE FORT MYERS, FL 33907 PHONE: (239) 768-3363		
SCALE	1"=60'	DATE	DEC. 7, 2018
FILENAME	FPL_Easement.dwg	PROJECT NO.	18-084
DRAWN BY	JHM	CHECKED BY	JHM
			SHEET 2 OF 2

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board convene as Board of County Commissioners to approve Blue Sheet item, "Request Board approve grant of non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar."
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Establishes perpetual non-exclusive underground utility easement to allow Florida Power & Light Company to provide electrical service for the Accent Stripe Hangar located at Page Field Airport.

5. **CATEGORY:** 15.
Administrative Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 3/7/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gregory S. Hagen

DIV. Port Attorney

10. BACKGROUND:

Florida Power & Light Company requests Board grant a non-exclusive underground utility easement to provide electrical service for the Accent Stripe Hangar located at Page Field Airport.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: <u>3/7/2019</u>	Item No. <System Generated>
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TITLE:

Non-Exclusive Utility Easement to Florida Power & Light for Accent Stripe Hangar located at Page Field Airport.

ACTION REQUESTED: Request Board convene as Board of County Commissioners to approve grant of non-exclusive underground utility easement to Florida Power & Light.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Establishes a non-exclusive utility easement to allow Florida Power & Light to provide electrical services to the Accent Stripe Hangar located at Page Field Airport.

MANAGEMENT RECOMMENDATION: Approve easement.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: County Attorney Division: By: Gregory S. Hagen 

Background:

Florida Power & Light requests the Board grant a non-exclusive underground utility easement to provide electrical services to the Accent Stripe Hangar located at Page Field Airport.

Attachment: Utility Easement

11. Required Review:					
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Strap No. 12-45-24-00-00001.0000

Portion of Section 12, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

UTILITY EASEMENT

This indenture is made this ____ day of _____, 2018, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida ("Grantor") and **FLORIDA POWER AND LIGHT COMPANY**, a Delaware Limited Liability Company, its licensees, agents, successors and assigns whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908 ("Grantee"). The undersigned Grantor, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement ten (10) feet in width as described in attached Exhibit "A" ("Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area, including the right to install facilities, under, through and within the Easement Area, and to operate the same for Grantee's communications purposes; the right of ingress and egress to the Easement Area over adjacent lands under Grantor's control; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

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Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair/Vice-Chair

Approved as to Form for the Reliance of
Lee County Only:

BY: _____
Office of the County Attorney

LEGAL DESCRIPTION

A 10-FOOT WIDE STRIP OF LAND, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEING A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT', ACCORDING TO THE BOUNDARY SURVEY PREPARED BY COONER & ASSOCIATES, INC. DATED FEBRUARY 2010, LYING IN SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THAT CERTAIN 'BOUNDARY POINT BP 507' AS SHOWN ON SAID 'PAGE FIELD AIRPORT' BOUNDARY SURVEY; THENCE S83°42'08"W, ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE, FOR A DISTANCE OF 217.72 FEET; THENCE N06°17'52"W FOR A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**; THENCE S83°42'08"W FOR A DISTANCE OF 48.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 02°48'20", AN ARC DISTANCE OF 43.82 FEET, A CHORD DISTANCE OF 43.82 FEET, AND A CHORD BEARING OF S85°06'18"W; (THE PRECEDING TWO (2) COURSES LYING 5.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF PARCEL 1 AND SAID NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE); THENCE N87°15'43"W FOR A DISTANCE OF 209.99 FEET TO THE **POINT OF TERMINATION** OF SAID CENTERLINE.

CONTAINING 3,020 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

- 1) BEARINGS SHOWN HEREON ARE BASED UPON FIXING THE NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE, AS S83°42'08"W.
- 2) THIS MAP IS NOT VALID WITHOUT EITHER THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR A VALIDATED ELECTRONIC SIGNATURE, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



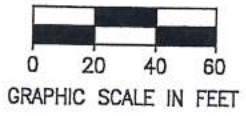
PREPARED BY:

Digitally signed by Judith H McCarrier, PSM
 Judith H McCarrier, PSM
 Florida License #6021 Date: 2018.12.07 11:58:14 -05'00'

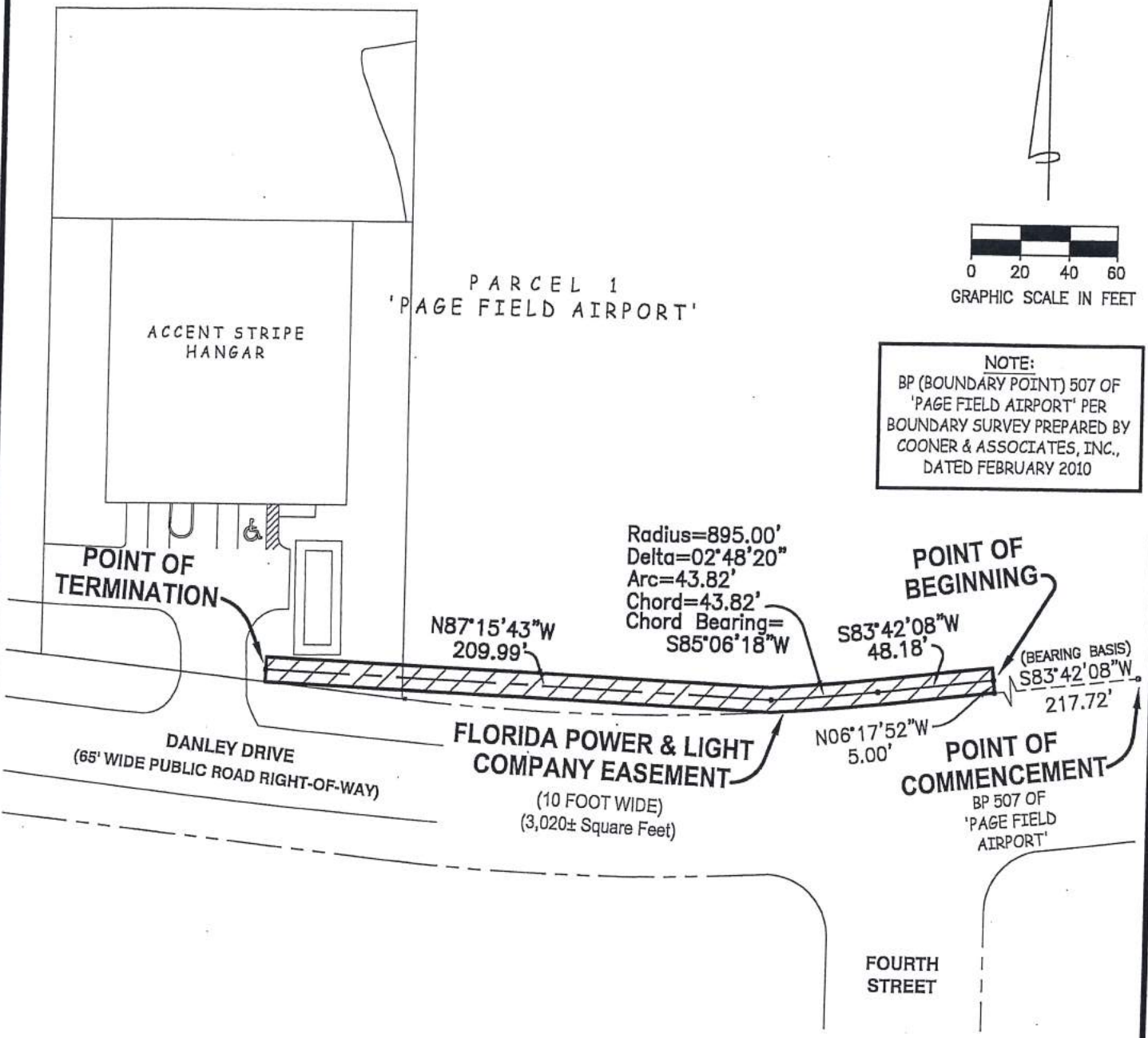
JUDITH H. McCARRIER
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA LICENSE NO. 6021

SEE SHEET 2 OF 2 FOR SKETCH.

 J H McCARRIER LAND SURVEYING, INC. Licensed Business No. 7027	PROJECT SKETCH TO ACCOMPANY LEGAL DESCRIPTION FLORIDA POWER & LIGHT COMPANY EASEMENT 'ACCENT STRIPE HANGAR - 551 DANLEY DRIVE' A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT'		
	CLIENT CUNNINGHAM CONSTRUCTION 2036 BEACON MANOR DRIVE FORT MYERS, FL 33907 PHONE: (239) 768-3363		SCALE N.A. DATE DEC. 7, 2018
	2460 SUNRISE BOULEVARD FORT MYERS, FLORIDA 33907 Phone: (239) 277-7821 • Fax: (239) 277-7829		FILENAME FPL_Easement.dwg PROJECT NO. 18-084 DRAWN BY JHM CHECKED BY JHM SHEET 1 OF 2



NOTE:
 BP (BOUNDARY POINT) 507 OF
 'PAGE FIELD AIRPORT' PER
 BOUNDARY SURVEY PREPARED BY
 COONER & ASSOCIATES, INC.,
 DATED FEBRUARY 2010



THIS IS NOT A BOUNDARY SURVEY.

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION.

J H McCARRIER LAND SURVEYING, INC.
 Licensed Business No. 7027

2460 SUNRISE BOULEVARD
 FORT MYERS, FLORIDA 33907
 Phone: (239) 277-7821

PROJECT		SKETCH TO ACCOMPANY LEGAL DESCRIPTION FLORIDA POWER & LIGHT COMPANY EASEMENT 'ACCENT STRIPE HANGAR - 551 DANLEY DRIVE' A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT'	
CLIENT		SCALE	DATE
CUNNINGHAM CONSTRUCTION 2036 BEACON MANOR DRIVE FORT MYERS, FL 33907 PHONE: (239) 768-3363		1"=60'	DEC. 7, 2018
		FILENAME	PROJECT NO.
		FPL_Easement.dwg	18-084
		DRAWN BY	CHECKED BY
		JHM	JHM
		SHEET 2 OF 2	