

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board authorize the executive director to approve the first of two, two-year (2) extension agreements with the existing runway rubber removal contractor currently held by Danton Hydroblasting, LLC in accordance with the existing terms and conditions as approved by the BoPD on September 3, 2020.</p> <p>2. FUNDING SOURCE: Account WJ5300041200.503490</p> <p>3. TERM: The term of this contract renewal extension will be two (2) years effective upon the date the extension agreement is signed by both parties.</p> <p>4. WHAT ACTION ACCOMPLISHES: Extends the service provider agreement for runway rubber removal services to Danton Hydroblasting, LLC.</p>	<p>5. CATEGORY: 2 Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 11/15/2022</p> <p>7. BoPC MEETING DATE: 1/19/2023</p>
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<p>8. AGENDA:</p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p><u> X </u> CONSENT</p> <p>_____ ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Steven C. Hennigan</u></p> <p>DIV. <u>Aviation</u></p>
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10. **BACKGROUND:**

On September 3, 2020, the Board approved the service provider agreement with Danton Hydroblasting to perform routine rubber removal and pressure cleaning on RSW's runway and taxiways for an initial term of two (2) years. The initial contract included the option for LCPA to exercise two (2), two-year extensions. LCPA requests Board authorize the executive director to approve the first of two, two-year (2) contract extension agreements with the existing contractor, maintaining the same terms and conditions as the initial contract term, at an estimated annual amount of \$77,000.00. The term of the contract renewal will commence upon the date the extension agreement is signed by both parties.

Attachments:

1. Danton Hydroblasting, LLC SPA

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	<u>COMMUNICATIONS AND MARKETING</u>	<u>OTHER</u>	<u>FINANCE</u>	<u>PORT ATTORNEY</u>	<u>EXECUTIVE DIRECTOR</u>
Steven C. Hennigan	Victoria B. Moreland	N/A	David W. Amdor	Mark A. Trank	Benjamin R. Siegel

<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>
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Direct Dial: (239) 590-4502

Fax: (239) 590-4548

BENJAMIN R. SIEGEL, CPA, C.M.
ACTING EXECUTIVE DIRECTOR

RICHARD Wm. WESCH
PORT AUTHORITY ATTORNEY

**BOARD OF
PORT COMMISSIONERS**

BRIAN HAMMAN

FRANK MANN

JOHN E. MANNING

CECIL L. PENDERGRASS

RAY SANDELLI

September 16, 2020

Mr. Thomas Underwood, Manager
Danton Hydroblasting, LLC
119 Commerce Way
Suite B
Sanford, FL 32771

Subject: Service Provider Agreement

Dear Mr. Underwood:

On September 3, 2020, the Lee County Board of Port Commissioners approved a Service Provider Agreement between Danton Hydroblasting and the Lee County Port Authority.

Enclosed, please find one fully executed original for your records. Should you have any questions, do not hesitate to call.

Sincerely,

LEE COUNTY PORT AUTHORITY


Victoria B. Moreland
Chief Communications & Marketing Officer

VBM/daa
Enclosure
Delivery by FedEx

cc:Gregory Hagen, Chief Assistant Port Attorney
Gary Duncan, Aviation
James Furiosi, Maintenance

P.O. Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-31MLW

RUNWAY RUBBER REMOVAL

AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER AGREEMENT is entered this 3rd day of September, 2020, 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 DANTON HYDROBLASTING, LLC, a Limited Liability Company, authorized to do business in Florida ("PROVIDER"), at 119 Commerce Way, Suite B, Sanford, FL 32771, Federal Identification Number 45-2039616.

WITNESSETH

WHEREAS, the Authority desires to obtain goods and/or services from Provider as described below for the Runway Rubber Removal Project at 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 BIDS - 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 NON-EXCLUSIVE AGREEMENT AND PROVIDER SELECTION

Provider acknowledges that this Agreement is non-exclusive and that it is Authority's intent to award an agreement to provide runway rubber removal services to two companies. Each company will be designated as either the "Primary" or "Secondary" Provider for services. The Primary Provider will be the Authority's first contact for the assignment of any work required under this Agreement. If the Primary Provider is unable to fulfill the Authority's needs or meet the required timeline for services, the Secondary Provider would be the next order of contact, as applicable. Additionally, the selection order may be changed by Authority at any time during the term of this Agreement as a result of deficient or non-compliant performance.

5.0 TERM OF AGREEMENT

The term of this Agreement begins on October 1, 2020, and will continue for two (2) years. The term of this Agreement may be extended at Authority's sole option for two additional two (2) year terms upon the same terms and conditions. To extend the term, Authority agrees to notify Provider no less than thirty (30) days prior to expiration of the

initial term or any extension term. The parties will agree to the extension in a written extension agreement that is signed by both parties.

6.0 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.

7.0 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.

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

8.0 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.

9.0 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.

10.0 COMPENSATION AND METHOD OF PAYMENT

10.1 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.

10.2 METHOD OF PAYMENT

- (a) PAYMENT PER SQUARE FOOT – Upon receipt of Provider's invoice and Authority's acceptance of Providers' work, Authority will pay Provider as specified in Provider's Bid and Exhibit "B".

All invoices are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, out-of-pocket expenses and costs, 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) 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. 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.

- (c) 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.

11.0 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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance Department Director shall administer this Agreement for Authority.

13.0 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.

14. PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 14.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 14.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 14.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS](https://flylcpa.com/publicrecordsrequests).

15.0 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.

16.0 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.

17.0 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.

18.0 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.

18.1. 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 18.2.1 through 18.2.4, 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.

18.2. 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:

18.2.1. 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 and Advertising 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	\$5,000,000
Per Occurrence	\$5,000,000

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.

18.2.2. 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 Liability – Per Person	\$2,000,000 Combined Single Limit
Property Damage	\$100,000
OR	
Combined Single Limit	\$2,000,000 Per Accident

18.2.3. Pollution Liability Insurance - Provider shall maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following the completion of all services under this Agreement. Such

coverage shall apply specifically to the services/scope of work outlined in the Agreement and shall include, but not limited to, Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Each Loss or Expense	\$2,000,000
General Aggregate	\$2,000,000 per 1 year policy period

18.2.4. 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:

Worker's Compensation Florida Statutory Requirements	
Employer's Liability	
Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000

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

18.2.5. 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.

18.2.6. 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.

19.0 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.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, 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.

21.0 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.

22.0 NO THIRD PARTY BENEFICIARIES

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

23.0 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.

24.0 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.

25.0 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.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 **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.

26.2 **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.

26.3 **INCORPORATION OF PROVISIONS.** Provider shall include the provisions of paragraphs 26.1 through 26.2 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.

27.0 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 procurement 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.

28.0 GENERAL CIVIL RIGHTS CLAUSE

Provider must agree to comply with applicable statutes, Executive Orders and rules established 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.

This provision binds the Provider 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.

29.0 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:

- 29.1. All persons employed by Provider during the term of this Agreement.
- 29.2. 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.

30.0 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.

31.0 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.

32.0 NOTICES AND ADDRESS

32.1 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, FL 33913
Attention: Airport Executive Director

DANTON HYDROBLASTING, LLC
119 Commerce Way, Suite B
Sanford, FL 32771
Attention: Thomas Underwood, Manager

32.2 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.

33.0 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.

34.0 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.

35.0 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.

36.0 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.

37.0 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.

38.0 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.

ATTEST: CLERK OF COURTS
LINDA DOGGETT

By: Melissa Butler
Deputy Clerk

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of FL

By: Erin Ham
Chair or Vice Chair



Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: Gregory P. Hager
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness

Pamela J. Freedom
Witness

SEAL

DANTON HYDROBLASTING, LLC
Provider

[Signature]
Authorized Signature for Provider

By: Tom Underwood
Printed Name

President
Title

EXHIBIT "A"

SCOPE OF SERVICES

General

Provider will be required provide all labor, supervision, materials, tools and equipment, accessories and consumables necessary to perform high-pressure water removal of rubber and pavement markings from runway touchdown areas. Provider must provide any other items necessary or proper for, or incidental to, performing runway rubber removal services for the Authority at Southwest Florida International Airport (RSW) in accordance with these specifications. Services are to be provided upon the Authority's request and at various times during the term of the contract.

Estimated Quantities

Based on available historical data, there were approximately four cleanings under 90,000 square feet and five cleanings greater than 90,000 square feet performed during a typical twelve-month period. The estimated quantities set forth on the bid form represent the combined square footages for cleaning over and under 90,000 square feet and are for tabulation and evaluation purposes. No guarantee is expressed or implied as to the quantities ordered or amount of compensation paid during the term of this Agreement. Final payment for all services is based on the actual quantities of services performed.

Regulations

The Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

The Provider shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, which are necessary for the proper execution of the work specified herein.

The Provider shall report immediately to the Authority's representative any spillage or dumping of hazardous materials caused or made by it or its subcontractor(s) while on Authority property. The Provider shall be responsible for all cleanup and any related costs incurred for such incidents.

During the term of this Agreement, the Provider shall keep current and, if requested by the Authority, provide copies of all licenses, registrations or permits that are required by applicable governing agencies to perform the require work. The Provider shall keep a copy of all licenses, registrations and permits on the jobsite while performing work.

Safety Data Sheets

The Provider shall comply with Federal and State right-to-know laws if hazardous materials are used in the work. SDS (Safety Data Sheets) shall be accessible and made available to all workers and Authority's representatives.

The Provider is required to inform all workers and persons affected by the work of the Safety Data Sheet(s) on all products being utilized. No materials or equipment will be left unattended or stored on the worksite at any time.

Hours of Operation

All activities must be coordinated with the Airport Facilities Maintenance Department.

All rubber removal operations must occur after the last scheduled flight each day with actual work to be performed between 11:30 P.M. and 5:00 A.M. (or between last and first flights). The starting time and finish time may be adjusted to accommodate schedule changes or flight delays. Work is to be conducted on consecutive days, regardless of weekend(s) until the requested work is completed, with pre and post inspections to be included in an 11:00 p.m. and 7:00 a.m. time frame.

Provider shall not perform any work during Authority's observed holidays without the prior written permission of the Authority. The Provider shall give the Authority sufficient advance notice to request working on Authority observed holidays to allow the Authority's representative to assess the impact that such work would have on Authority's scheduled operations and then approve or deny the request.

If an emergency condition is declared by either the Authority's Executive Director, the Director of Operations or their designee, the Provider will perform work during such hours as specified by the Authority.

Personnel

Provider shall consider all State and Federal regulations concerning the wages and hours of its employees, including but not limited to, the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

Provider's personnel shall provide all services in a professional manner.

Provider shall provide a qualified and competent person onsite with the ability to converse in English, to supervise the performance of the work and to understand and carry out instructions during the performance of the work. This supervisor is responsible to supervise the operations and shall have the authority to represent and act on behalf of the Provider. It will be the Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the proposed this Agreement. In addition, the Provider must have someone in attendance at all times who can communicate instructions to all employees.

Provider shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act and no employee shall be retained for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Provider must be subject to drug testing based upon reasonable suspicion of drug use. Testing will be at the successful Provider's expense.

Provider shall promptly remove from the airport any employee or employees that the Authority deems not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Provider.

The Provider shall be responsible for ensuring that any articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent.

A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each of the Provider's motor vehicles brought on the Authority's premises shall have the Provider's business name and/or logo prominently displayed on the vehicle.

While working on airport property all of the Provider's employees shall wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

Identification and Access Requirements

All of the Provider's personnel and vehicles used in the performance of the work shall be subject to escort by an Authority representative(s). While on the airfield, the Provider's personnel shall remain at the jobsite within audible distance and in view range of an Authority representative(s). Failure to comply with this requirement, by any personnel, will result in immediate suspension of the work, removal of the personnel from the Airport, and possible termination of this Agreement.

Items Provided by the Authority

The Authority will provide an escort to accompany the Provider and its employees during all phases of the work that are inside the Airfield Operations Area (AOA). The Provider's vehicles and equipment will not be permitted in or on any other area inside the AOA without direction from the Authority's representative.

The Authority will provide an uncovered, fenced and paved storage/staging area for Provider's use at the Authority's Facilities Maintenance Complex during the term of this Agreement. Provider shall assume sole responsibility for all items stored and for the receipt, unloading, security, and handling of its equipment and materials at the storage/staging area. The storage/staging area and routes of ingress and egress to and from the specified work area(s) will be designated by the Authority. Provider shall remove all equipment and materials from the work site after each night's work and properly store all equipment and materials used in the performance of the work in the storage/staging area.

Water from a designated fire hydrant near the specified work area(s) will be furnished to the Provider at no cost. Provider shall be responsible to transport and furnish the Authority provided water from the designated source to the work location.

Tools and Equipment Required

The Provider shall provide all equipment necessary and shall utilize maximum safety precautions in the performance of the work.

The Provider shall be obligated to maintain equipment in safe operating condition at all times and shall ensure that such equipment performs to manufacturer's specification and is operated in compliance with proper safety procedures and practices.

The Provider shall be responsible for all maintenance of any equipment furnished by the Provider and will provide both parts and labor required for such maintenance.

Tools and equipment must be in a good state of repair, safe to use, and must be used in the manner in which they are intended.

Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Provider, or by its officers, employees, subcontractors or agents in the performance

of the work. If any of the above is deemed unsafe or not in good working condition, the Authority has the right to direct the Provider to remove it from service and repair or replace it promptly.

Warranty

The Provider shall notify the Authority promptly, in writing, of any damage the Provider discovers, whether or not such damage was caused by the Provider or its officers, employees, subcontractor or agents.

The Provider shall, at its sole expense and to the Authority's satisfaction, promptly repair any damage to Authority property caused by the Provider or its employees or agents. In the event the Provider has not repaired any such damage within fourteen (14) days after the Authority's written notice, the Authority may repair such damage at the expense of the Provider and deduct such cost from the next amount due the Provider under this Agreement. If no amounts are due under the agreement, Provider will reimburse the Authority for the cost of any repairs within fifteen (15) days of receiving notice from the Authority.

If damage is determined and/or the results of an inspection, evaluation, and/or test indicate the Provider has not met the requirements stated herein, the Provider shall be liable in accordance with the provisions of the agreement. If necessary, and if the Authority deems it in its best interest, the Authority may provide the Provider additional runway access time to rework failed areas.

Materials

For purposes of wastewater and rubber disposal, the Authority will provide designated area(s) and containers for disposal.

The Provider shall supply all necessary products or materials that may be required to perform the services specified herein.

Performance Requirements

The Provider shall perform all work in accordance with this Scope of Work, industry standards and manufacturers' specifications. The Provider shall adjust and coordinate its activities to meet the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. No work shall be performed outside of the specified scope of work by the Provider without prior written authorization from the Authority's representative.

Approximately thirty (30) days prior to a requested date of service the Authority's representative will coordinate with the Provider regarding the anticipated start date and estimated square footage requiring runway rubber and pavement markings removal, as well as the area of any ramp scrubbing, if applicable.

The Authority will use visual markers to designate the start and end points of the area(s) requiring service.

After Provider's arrival on-site, and prior to commencement of each requested service, the Authority's representative will conduct a pre-performance meeting. An authorized representative of the Provider shall attend this conference.

Runway Rubber Removal

At the beginning of each requested service the Provider will perform a Pre-Performance Demonstration/Test.

The Provider shall clean the specified areas in accordance with the following standards:

- A visual standard of a minimum of ninety (90%) percent of the surface texture exposed after cleaning as compared to a similar surface area, measured along the runway edge or on a surface that has not been exposed to aircraft tire rubber or the requested rubber removal service and/or;
- At the Authority's discretion, an applicable MU coefficient as determined by a Runway Friction Coefficient (RFC) test.

The runways are asphalt with grooves. Any damage to the existing runway surface, lights, or joints, to include but not limited to disintegrating/dislodging chunks of asphalt or section of joints or cracking or otherwise damaging lights, resulting from the Provider's activities shall be verified by visual inspection by the Authority. Repairs are the responsibility of the Provider.

All requested work shall be completed within the constraints of the rate of cleaning and the available time on the airfield. The Provider shall complete all requested work within thirty (30) calendar days after receipt of a written task authorization.

Once rubber removal procedures begin, they shall be continuous within the hours stated herein until the runway is complete, unless halted by an Authority representative.

After each cleaning operation, the Provider must flush the runway clean of all residues and clear the runway of all equipment.

Inspections, Evaluations or Tests

Pre-Performance Demonstration/Test: The Pre-Performance Demonstration/Test shall demonstrate the Provider's ability to remove rubber and pavement markings, at the rate and degree of cleanliness, without damage to the existing pavement surface, lights or joints, as specified by the FAA. The forty-five second Pre-Performance Demonstration/Test will consist of cleaning a fifty feet by two feet (50' x 2') section of runway, in an area of greatest buildup (as specified by the Authority's representative).

Provider shall remove rubber and pavement markings from the specified areas at a rate of ten thousand (10,000) square feet per hour. Wastewater and removed rubber/pavement markings and other debris shall be discarded by the Provider in the Authority designated area(s) and/or containers.

Provider will be allowed a maximum of three (3) attempts to successfully pass the Pre-Performance Demonstration/Test. If, after three attempts, the Provider fails to demonstrate its ability to perform the service, the Authority may elect to terminate this Agreement.

The use of chemicals, abrasive materials, grinders, detergents, and/or salt water is not allowed.

Performance Inspections/Evaluations: During or promptly after the performance of a requested service, the Authority reserves the right to conduct inspections or evaluations to determine if the service is being provided in compliance with these requirements. Inspections or evaluations may be made independently by the Authority's representative or its designee. If deemed necessary by the Authority, the results of such inspections or evaluations shall be documented in writing and submitted to the Provider. If deficiencies are noted in a report, the Provider shall promptly take action to correct all deficiencies. Any deficiencies noted shall be corrected at no additional cost to the Authority.

Post-Performance Inspections, Evaluations and/or Tests may consist of visual inspection and/or Runway Friction Coefficient (RFC) tests. If the visual inspection or evaluation indicates significant damage or that the runway does not meet or exceed the visual standard, the Authority may, at its discretion, request a Runway Friction Coefficient test ("RFC"). If the Authority's representative determines a RFC is necessary, the test will be scheduled to be conducted within five (5) working days of the Provider's stated completion of service.

Additional Services

In an emergency, or as the Authority may from time to time request, the Provider shall be required to perform additional runway rubber and pavement markings removal and ramp scrubbing outside the scope of this Agreement and upon the written request of the Authority.

Compensation for such additional services shall be at the unit rate set forth in this Agreement.

Use of Premises

During the progress of the work, the Provider shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.

If the Provider fails to accomplish the foregoing, the Provider may be held financially responsible for all penalties imposed upon and costs incurred by the Authority to remedy such failure.

Safety and Protection

The Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Provider shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons affected by the progress of the work.

EXHIBIT "B"

COMPENSATION SCHEDULE

Item	Description	Annual estimated quantity	Unit Price	Unit of measure	Estimated Price Extended
1	Rubber Removal less than ninety thousand (<90,000) Square Feet	739,053	\$0.07	Square Foot	\$51,733.71
2	Rubber Removal greater than ninety thousand ($\geq 90,000$) Square Feet	31,445	\$0.10	Square Foot	\$3,144.50
3	Mobilization	9	\$2,450.00	Each	\$22,050.00

****Quantities are not guaranteed. Final payment will be based on actual quantities**

GRAND TOTAL QUOTE \$76,928.21

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							
		COMPAN Y LETTER A							
		COMPAN Y LETTER B							
Name and Address of Insured		COMPAN Y LETTER C							
		COMPAN Y LETTER D							
		COMPAN Y LETTER E							
<p>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.</p>									
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						Each Accident		
							Bodily Injury (Each Person)		\$
							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						Each Occurrence		
							Bodily Injury and Property Damage Combined		\$
									\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY						Statutory		
							(Each Accident)		\$
							(Disease-Policy Limit)		\$
							(Disease-Each Employee)		\$
	OTHER								
<input type="checkbox"/> Contractual Liability Coverage Description of Contract: <input type="checkbox"/> The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here: <input type="checkbox"/> 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. <input type="checkbox"/> 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., 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.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 20-31MLW Runway Rubber Removal for Southwest Florida International Airport to Danton Hydroblasting, LLC (Primary vendor) and to Waterblasting, LLC (Secondary vendor), the two lowest, most responsive and responsible bidders and authorize Chairman to execute service provider agreements.
2. **FUNDING SOURCE:** Account WJ5300041200.503490
3. **TERM:** Two-year term with two (2) optional two-year renewal terms.
4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for runway rubber removal services to a primary and a secondary vendor.

5. **CATEGORY:** 9.
Consent Agenda

6. **ASMC MEETING DATE:** 8/18/2020

7. **BoPC MEETING DATE:** 9/3/2020

8. **AGENDA:**
- ☐ CEREMONIAL/PUBLIC PRESENTATION
- ☒ CONSENT
- ☐ ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

On April 6, 2020, the Lee County Port Authority advertised RFB 20-31MLW entitled "Runway Rubber Removal for Southwest Florida International Airport." Advertisements were also placed on the LCPA website, aviation-related periodicals (ACI-NA, Florida Airports Council, and Airport Minority Advisory Council), and IONWAVE. Thirty-two (32) vendors were notified of the RFB, and twenty-six (26) companies requested and received the bid package. Four (4) responses were received by the bid deadline, May 1, 2020.

LCPA typically hires a third party vendor to perform runway rubber removal services five (5) times a year in order to maintain the pavement friction coefficient required by the FAA. Annually, these services cost approximately \$60,000.00. Since RSW is a single runway commercial service airport, all rubber removal cleaning cycles must be performed after the last aircraft arrival and before the first departure the following morning, during the overnight hours between 11:30 PM and 5:00 AM. Based upon previous experience with a limited number of vendors who specialize in this type of service, staff elected to bid and procure a primary and secondary vendor.

Therefore, staff recommends Board award to Danton Hydroblasting, LLC, the lowest, most responsive, responsible bidder for an annual estimated bid amount of \$76,928.21 as primary vendor and to Waterblasting, LLC, DBA Waterblasting.Com, the second most responsive, responsible bidder whose bid price was \$121.55 or .00158% higher than the lowest bidder - Danton. If Danton Hydroblasting is not available, or services do not meet staff's requirements, Waterblasting.Com will be contacted and scheduled to perform the requested services.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. MacGonagle</i>	<i>Gregory S. Eagen</i>	<i>Benjamin R. Siegel</i>

**12. SPECIAL MANAGEMENT COMMITTEE
RECOMMENDATION:**

APPROVED X (6-0)
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED X Manning/Mann (5-0)
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

Per addendum # 1, the term of this agreement will be for two (2) years, with two (2) optional two (2) year extension terms to be considered at a later date and awarded at the discretion of the Authority. Staff recommends the initial two (2) year term be awarded to both Danton Hydroblasting, LLC and to Waterblasting.Com

Attachments:

- (1) Bid Tabulation of RFB 20-31MLW
- (2) RFB 20-31MLW
- (3) Addendum 1
- (4) Addendum 2
- (5) Submittal Danton Hydroblasting, LLC
- (6) Submittal Waterblasting, LLC
- (7) Service Provider Agreement Danton Hydroblasting, LLC (Primary)
- (8) Service Provider Agreement Waterblasting, LLC (Secondary)