

Contract No. 10458  
Vendor No. 407611

**LEE COUNTY PORT AUTHORITY**  
**BOARD OF PORT COMMISSIONERS**  
**GENERAL CONTRACTOR (GC) SERVICES FOR THE CONSTRUCTION**  
**OF RSW PUBLIC SAFETY BUILDING**  
  
**RFB 24-0022LB**

THIS CONSTRUCTION AGREEMENT (referred to as "Agreement") is entered this 6th day of March, 2025, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida, at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority"), and **Manhattan Construction Company, LLC**, ("Contractor"), authorized to do business in Florida. The business address is 3705-1 Westview Drive, Naples, Florida 34104, telephone number (239) 643-6000, and Federal Employer Identification Number 73-0338330.

In consideration of the mutual covenants herein set forth, the Authority and the Contractor agree as follows:

**1. PROJECT DESCRIPTION**

The Contractor at its own cost and expense shall and will furnish all labor, services, materials, tools and equipment, insurance, permits and all incidentals, as shown on the bid documents (the "Work") required to complete the CONSTRUCTION OF RSW PUBLIC SAFETY BUILDING (the "Project") at the Southwest Florida International Airport ("Airport") in a satisfactory and workmanlike manner and in strict accordance with the terms of this Contract, the Request for Bids for RFB 24-0022LB (including all Parts and Forms attached thereto), the Contractor's bid, the General and Special Conditions, the Airside Improvements Phasing Plan; the construction drawings and Technical Specifications, (collectively the

“CONSTRUCTION DOCUMENTS”).

## **2. CONTRACT DOCUMENTS**

The Agreement includes and incorporates by reference as if specifically set forth in the Agreement the following documents: the advertisement for bids; the notice to Bidders; the Request for Bids (including Parts A-H and Forms 1-14); the Contractor's bid; the project manuals; the General and Special Conditions; the Federal Conditions; the Airside Improvements Phasing Plan; the construction drawings; the Technical Specifications; the Plans; the notice of award and any addenda issued before; and all amendments or other modifications issued after execution of this Agreement.

## **3. SCOPE**

The scope of this project consists of the CONSTRUCTION OF A PUBLIC SAFETY BUILDING. The Southwest Florida International Airport Public Safety Building will primarily accommodate the Airport Authority's Police Department (APD), while offering supplemental emergency services for Airport communications related to the Authority Airport Emergency Operations Center (AEOC) and AirComm. The majority of the existing APD operations will be relocated from within the Airport Terminal Building to the new free-standing structure to be located on Airport Terminal property northwest of the intersection of Service Road and Air Cargo Lane.

The facility will be a single-story building of approximately 21,000 square feet. The exterior character of the building will be consistent with other structures on Airport Property, notably a curved metal clad roof. There will be public and employee parking with free access and secured APD parking for police vehicles. The building will consist of administrative functions such as offices, conference rooms, storage and employee break area. Police operations will include a Sally Port, interview rooms, evidence and uniform storage, exercise and defensive tactics space, associated unisex lockers, and investigator and patrol officer work areas. An armory and K9

Kennels are also provided. A large classroom will accommodate training and police briefings as well as offer emergency accommodations for the AEOC, and an AirComm area is included for emergency airport operations in support of the primary AirComm communications center located within the terminal. There is a second level for mechanical equipment and designated covered parking spaces for select police vehicles.

#### 4. COMPENSATION

In consideration of the performance of the Agreement, the Authority agrees to pay the Contractor in current funds, the total Lump Sum of thirteen million one hundred sixteen thousand two hundred seventy-five and six cents (13,116,275.06), as compensation for its services.

#### 5. INSURANCE

Contractor shall maintain throughout the performance of the Work insurance coverages in the following minimum amounts subject to any specific terms and conditions outlined in the Request for Bids and the General Conditions.

Commercial General Liability	\$2,000,000	Per Occurrence
	\$4,000,000	General Aggregate
Business Automobile Liability	\$	Bodily Injury Per Person/Per Accident
	\$	Property Damage Per Person/Per Accident
	OR	
	\$1,000,000	Combined Single Limits Per Accident
Environmental Liability and/or Contractor's Pollution Liability and/or Error & Omissions Liability	\$2,000,000	Per Claim or Occurrence and Aggregate Per One Year Policy Period
	\$4,000,000	
Employer's Liability	\$1,000,000	Employee-Bodily Injury
	\$1,000,000	Employee-Disease



The Authority must be named as additional insured in all insurance policies required by this Agreement, to the full limits of the policy, even if those limits are in excess of the limits required by this Agreement. Contractor, Subcontractors and Independent Contractors insurance policies will be primary and noncontributory and include a waiver of subrogation in favor of the Authority. Insurance requirements may only be adjusted with the approval of the Authority's Risk Manager. The Contractor shall furnish separate certificates and endorsements for each subcontractor. The Contractor must provide the Port Authority Risk Manager with a list of all subcontractors and independent contractors prior to beginning work on the Airport or for the benefit of the Port Authority. The Contractor shall require and ensure that all subcontractors and independent contractors carry insurance as required herein.

**6. PUBLIC RECORDS**

**1. Airport Security Plans**

Contractor acknowledges that the Airport Security Plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Sections 331.22, and 119.071(3)(a), Florida Statutes.

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**

Contractor 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.

4. Confidentiality

Contractor 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 Contractor'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 Contractor hereunder. Contractor shall require all of its employees, agents, subcontractors to comply with the provisions of this Section.

7. **CONTRACTOR'S COMPLIANCE WITH PUBLIC RECORDS LAW**

Contractor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes with regard to public records, and agrees to:

- a) 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;
- b) 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;



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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, [publicrecords@flylcpa.com](mailto:publicrecords@flylcpa.com); <https://www.flylcpa.com/publicrecordsrequests/>**

#### **8. AIRPORT SECURITY REQUIREMENTS**

Contractor 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. Contractor may need access to these secure areas to complete the work required by this Agreement.

Contractor 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 Contractor, its agents, employees, subcontractors, or invitees.

Contractor 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 Contractor, Contractor shall notify the Airport's Police Department that the Contractor's access authorization or that of any of Contractor's agents, employees, subcontractors, or invitees has changed. Contractor 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 Contractor, Contractor shall surrender any Airport Security Identification Badge held by the Contractor or by Contractor's agents, employees, subcontractors, or invitees. Should the Contractor fail to surrender these items within five (5) days, the Contractor shall be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to the Contractor or deducted from any money owing to the Contractor, at the Authority's discretion.

#### **9. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless Authority and Lee County, Florida and their respective commissioners, officers, consultants, agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, actions, suits, proceedings, claims or demands for injury, damage, loss, liability, cost or expense, including attorney's fees, of any kind or nature whatsoever, which may be brought, made or filed against Lee County or the Authority, and their respective officers and employees, for monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission by Contractor, or anyone performing work required of Contractor under this Agreement.



#### **10. AUTHORITY'S REMEDIES**

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Agreement, according to the true intent and meaning thereof, then the Authority may avail itself of any or all remedies provided in the Agreement or available under law and require Contractor to pay liquidated damages as provided in the Request for Bids, Bid Documents and any Addenda.

#### **11. DISCRIMINATION CLAUSE**

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient (Authority) deems appropriate.

#### **12. 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 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 Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.



**13. GENERAL CIVIL RIGHTS CLAUSE**

The Contractor agrees to comply with pertinent statutes, regulations, 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 Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**14. PROMPT PAYMENT AND RELEASE OF RETAINAGE REQUIREMENTS**

The following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each payment the Contractor receives from Authority. Contractor agrees further to return retainage payment to each subcontractor within forty-five (45) 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 the Authority. This clause applies to both DBE and non-DBE subcontractors.

**15. E-VERIFY CLAUSE**

Contractor certifies that it has registered and is using 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 Contractor further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Contractor agrees to use the E-Verify Program to confirm the employment eligibility of:

15.1. All persons employed by Contractor during the term of this Agreement.

15.2. All persons, including contractors and subcontractors, assigned by the Contractor to perform work or provide services or supplies under this Agreement.

Contractor further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Contract 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.

Contractor 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.

#### **16. WARRANTIES**

Contractor shall obtain and assign to the Authority all required express warranties given to Contractor or any subcontractors by materialmen supplying materials, equipment or fixtures that are to be incorporated into the Project. Contractor further warrants to Authority that any materials, parts and equipment furnished under this Agreement will be new unless otherwise replace specified, and that all work will be of good quality, free from all defects and in conformance with the Agreement.

The Contractor agrees that all items furnished under this Agreement shall be warranted for a period of one (1) year from the date that a Certificate of Substantial Completion is issued, unless otherwise specified in the Agreement documents. If, within the warranty period, any work is found to be defective or not in conformance with the Agreement, Contractor shall correct or replace it promptly at no cost to Authority after receipt of written notice from Authority. Contractor shall also be responsible for and pay for replacement or repair of any materials or work which may be



damaged as a result of such replacement or repair. The warranties are in addition to those implied warranties to which Authority is entitled as a matter by law.

**17. FAA PROVISIONS**

The parties incorporate herein by reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency, attached as Exhibit A. If the FAA or any successor requires modifications or changes in this Agreement as a precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required.

**18. SOVEREIGN IMMUNITY**

The Contractor acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein shall be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per Section 768.28, Florida Statutes, or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by law.

**19. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws, rules, and regulations 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 in the Florida state courts in Lee County, Florida. The prevailing party in any such suit or action, including any appeals, shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

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

ATTEST: KEVIN C. KARNES  
Clerk of the Circuit Court

By:

\_\_\_\_\_  
Deputy Clerk

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

By:

\_\_\_\_\_  
Chair or Vice Chair

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

By:

\_\_\_\_\_  
Port Authority Attorney's Office

Manhattan Construction Company LLC

DocuSigned by:

*Craig Bryant*

\_\_\_\_\_  
Authorized Signature for Provider

By:

Craig Bryant

\_\_\_\_\_  
Printed Name

Vice President

\_\_\_\_\_  
Title



**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA  
STATUTES**

Before me, the undersigned authority, personally appeared **(Name of affiant)**  
Craig Bryant, who, after being first duly sworn,  
deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Vice President of **(Business Name)** Manhattan Construction Company LLC which does business in the State of Florida, hereinafter called the "Vendor."
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA  
STATUTES Page 2

(Signature)

2/3/25  
(Date)

STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online  
notarization, this 3rd day of February 20 25, by Craig Bryant who  
had produced \_\_\_\_\_ as identification.  
(Type of Identification)

(Signature)  
Notary Public Signature

LS Sturgill

Printed Name of Notary Public



L. S. STURGILL  
Commission # HH 497267  
Expires March 3, 2028

Notary Commission Number/Expiration