

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. WORDING FOR AGENDA:

Request Board authorize execution of Supplemental Agreement No. 28 between the Lee County Port Authority and Hole Montes in the amount of \$715,700 to provide land acquisition assistance services related to the RSW I-75 Access project. Funds are available in account 413 001 4274 6510; RSW Discretionary.

2. SUBJECT CATEGORY:

Budgeting, Purchases, Contracts, and Agreements

A14A

3. MEETING DATE:

09-28-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

TIME REQUIRED:
(Public Only)

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

A. (ALL REQUESTS)

NAME Mark Fisher

DEPT. Development

[Signature]

B. (PUBLIC ONLY)

CITIZEN NAME _____
CITIZEN PHONE _____

7. BACKGROUND:

As the two largest and significant transportation facilities in southwest Florida, a more direct connection between I-75 and the Southwest Florida International Airport (RSW) is needed. As the areas around RSW continue to be developed, the need to begin design and designate a recommended right-of-way (ROW) is the critical path item. As federal and state grant funds are anticipated to be used for ROW acquisition, strict adherence to federal and state guidelines regarding appraisals, offers, counter-offers, severance damages, etc. must be carefully followed in order to maintain grant eligibility.

As part of the Request for Letters of Qualifications and resulting contract with Hole Montes as the Port Authority's General Architectural and Engineering Management Services consultant, land acquisition assistance was envisioned and is now needed to prepare appraisal reports, perform title searches, and begin voluntary negotiations with affected property owners. As agreed to by Port Authority staff, Lee County Office of County Lands staff and the Port and County Attorney's Offices, this process will mirror the acquisition of land previously acquired for the RSW Midfield Terminal Complex, Ben Hill Griffin Pkwy/Treeline Ave., and the RSW Mitigation Park.

As with all Port Authority Development general consultant contracts, all Tasks are contingent on the availability of funds and the issuance of a Written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Funds are available in account 413 001 4274 6510; RSW Discretionary.

8. RECOMMENDED ACTION:

Recommend Board authorize execution of Supplemental Agreement No. 28 between the Lee County Port Authority and Hole Montes in the amount of \$715,700 to provide land acquisition assistance services related to the RSW I-75 Access project.

9. RECOMMENDED APPROVAL

DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	DEPUTY EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. SPECIAL MANAGEMENT COMMITTEE ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Chairman

11. PORT AUTHORITY ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

LEE COUNTY PORT AUTHORITY

SUPPLEMENTAL AGREEMENT NO. 28

The term SUPPLEMENTAL AGREEMENT as used refers to a written document executed by both parties to an existing Professional Services Agreement, or Service Provider Agreement, setting forth and authorizing professional services, tasks, or work contained in the initial Professional Services Agreement or Service Provider Agreement. Such supplemental services, tasks, or work are consistent with and included within the Scope of Services as set forth in said initial Professional Services Agreement, or Service Provider Agreement.

This Supplemental Agreement, is made and entered into this day of , 20 , between the Lee County Board of Port Commissioners (AUTHORITY) and Hole, Montes, Inc., (CONSULTANT) and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement, for the Project Known as:

GENERAL ARCHITECTURAL AND ENGINEERING MANAGEMENT SERVICES

which Agreement was made and entered into on November 26, 2002, and as said Agreement was subsequently supplemented by Supplemental Agreement(s) Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, which were respectively made and entered into on March 6, 2003, March 6, 2003, May 22, 2003, May 22, 2003, June 5, 2003, June 12, 2003, July 9, 2003, June 19, 2003, June 26, 2003, September 8, 2003, September 19, 2003, October 2, 2003, November 20, 2003, November 6, 2003, December 4, 2003, January 15, 2004, January 8, 2004, March 8, 2004, July 26, 2004, April 1, 2004, May 10, 2004, April 22, 2004, July 26, 2004, May 13, 2004, May 20, 2004, August 5, 2004 and , 2004.

All of the covenants, terms, conditions, provisions and contents of the Professional Services Agreement referred to above, and any Amendments executed thereto, shall be and are applicable to this SUPPLEMENTAL AGREEMENT, as if the same were set forth and contained herein.

A determination has been made by the AUTHORITY that pursuant to and under the purview of the "Scope of Professional Services," Exhibit "A" and the "Compensation and Method of Payment," Exhibit "B" of said Professional Services Agreement, the AUTHORITY desires to supplement the services(s) of CONSULTANT.

The AUTHORITY hereby authorizes the CONSULTANT, and the CONSULTANT hereby agrees, to provide and perform the particular services and/or work as set forth hereafter as a supplement to the services and/or work previously authorized and agreed to. Such services and/or work shall be known nominally as:

General Architectural and Engineering Management Services

SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services, tasks and work required and necessary to complete the services and work as set forth in Exhibit "SA-A," entitled "Scope of Professional Services" dated _____, 20__, which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 2.00 COMPENSATION

The AUTHORITY shall pay the CONSULTANT for all requested and authorized SUPPLEMENTAL AGREEMENT services, tasks, or work completed hereunder by the CONSULTANT and accepted by the AUTHORITY in accordance with the provisions for compensation and payment of said services, tasks or work as set forth and prescribed in Exhibit "SA-B" dated _____, 20__, entitled "Compensation and Method Of Payment," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

The amount of the change in contract compensation and time set forth in this SUPPLEMENTAL AGREEMENT is understood and agreed by both the AUTHORITY and the CONSULTANT to be fair, equitable and adequate, and the changed compensation is to include any and all direct costs, indirect costs, or associated costs which may result from or be caused by this SUPPLEMENTAL AGREEMENT.

The CONSULTANT may cross-utilize funds from the various tasks to accomplish the overall purpose and goal of this AGREEMENT provided prior approval has been obtained from the PORT AUTHORITY. The PORT AUTHORITY shall review the need for such request and the impact on other assigned tasks.

The PORT AUTHORITY shall retain the authority to delete tasks, which are outlined in the scope of services.

SECTION 3.00 TIME AND SCHEDULE

3.01 Time is of the Essence

The timely performance and completion of the required services, work, and materials is vitally important to the interests of the AUTHORITY. Time is of the essence for all of the duties and obligations contained in this SUPPLEMENTAL AGREEMENT.

3.02 Task Authorizations

Following the execution of this SUPPLEMENTAL AGREEMENT, by both parties, the AUTHORITY shall issue the CONSULTANT a written Task Authorization. Following the issuance of such Task Authorization, the CONSULTANT shall be authorized to commence work and shall commence work promptly and shall carry on all such services, tasks and work as may be required in a continuous, diligent, and forthright manner to expeditious completion.

3.03 Time of Performance

The CONSULTANT agrees to complete the services, tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in Exhibit "SA-C," dated _____, 20__, entitled "Time and Schedule of Performance," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 4.00 SUBCONSULTANT(S) AND SUBCONTRACTOR(S)

In providing and performing the services, tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, the CONSULTANT intends to engage the assistance of the Subconsultant(s) and/or subcontractor(s) set forth in Exhibit "SA-D" dated _____, 20__, entitled "Consultant's Associated Subconsultant(s) and Subcontractor(s)," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 5.00 PROJECT GUIDELINES AND CRITERIA

In providing and performing the tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, the CONSULTANT shall be guided by the content of Exhibit "SA-E" dated _____, 20__, entitled "Project Guidelines and Criteria" which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 6.00 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 Agreement or the proceeds thereof.

SECTION 7.00 LOBBYING CERTIFICATION

The CONSULTANT agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT shall require that the language of this section, as well as Section 6.00, be included in this 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.

SECTION 8.00 ACCEPTANCE

Acceptance of this SUPPLEMENTAL AGREEMENT shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and shall be attested and witnessed as indicated.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required.

IN WITNESS WHEREOF, the parties hereto, by the duly authorized representatives, have executed this SUPPLEMENTAL AGREEMENT effective the day and year first written hereinbefore.

ATTEST:

CONSULTANT:

Shirley A. Mend
(Witness)

Hole, Montes, Inc.

By: [Signature]
(Authorized Signature)

ROBERT L. MURRAY
SR VICE PRESIDENT
(Title)

James R. Still
(Witness)

DATE: 8/16/04

PORT AUTHORITY APPROVAL

By: _____
Port Authority Executive Director
or Designee

Date: _____

ATTEST:
CLERK OF CIRCUIT COURT

AUTHORITY: LEE COUNTY, FLORIDA
BOARD OF PORT COMMISSIONERS

BY: _____

BY: _____
Chairman

RECOMMENDED:

DATE: _____

BY: _____

APPROVED AS TO FORM

BY: _____
Office of Port Attorney

FAA Approved
By: _____
Date

FDOT Approved
By: _____
Date

EXHIBIT "SA-A"

Date: _____

SCOPE OF PROFESSIONAL SERVICES

for: General Architectural and Engineering Management Services

SECTION 1.00 SUPPLEMENTS(S) TO, OR CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, referred to hereinbefore is hereby supplemented so that the CONSULTANT shall provide and perform the following professional services, tasks, or work as a supplement to the scope of services previously agreed to and authorized:

(List each previously established phase or task to be supplemented and provide a comprehensive description of the services, tasks, or work resulting from the Supplement(s)).

See Attachments

Date: _____

COMPENSATION AND METHOD OF PAYMENT

for: General Architectural and Engineering Management Services

SECTION 1.00 CHANGES(S) IN COMPENSATION

The compensation the CONSULTANT shall be entitled to receive for providing and performing the supplemented tasks or work as set forth and enumerated in the Scope of Services set forth in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-To-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or subtask described and authorized in Exhibit "SA-A". In accordance with Professional Services Agreement Article 5 "Method of Payment" tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
46	RSW I-75 Access/Land Acquisition Assistance	\$ 715,700.00	LS	W.I.P.P.
TOTAL (Unless list is continued on next page)		\$ 715,700.00		

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1 - 27</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>28</u>	Summary of Changed Compensation
Task 1	RSW Annual Inspection Letter	\$ 2,000.00			\$ 2,000.00
Task 2	RSW Rehab Runway 6/24	\$2,200,000.00			\$2,200,000.00
Task 3	RSW Rehab Air Cargo Ramp	\$ 80,000.00	\$ 10,000.00		\$ 90,000.00
Task 4	RSW Cargo Road Improvements	\$ 168,000.00	\$30,150.00		\$ 198,150.00
Task 5	RSW Signage Inventory	\$ 45,000.00	\$ 9,000.00		\$ 54,000.00
Task 6	RSW TB Renov Phase II	\$ 12,000.00			\$ 12,000.00

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-27</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>28</u>	Summary of Changed Compensation
Task 7	RSW TB Modification TSA	\$ 30,000.00	(\$30,000.00)		\$ 0.00
Task 8	RSW Economy Lot Entrance	\$ 10,000.00			\$ 10,000.00
Task 9	FMY GA Terminal/Facilities	\$2,491,800.00			\$2,491,800.00
Task 10	FMY Term Bldg Buildout	\$ 250,000.00			\$ 250,000.00
Task 11	FMY Ent Rd SW Quadrant	\$ 129,500.00	\$ 10,000.00		\$ 139,500.00

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Task 12	FMY Legal Descriptions	\$ 9,000.00			\$ 9,000.00
Task 13	RSW Sidewalk/Curb Repairs	\$ 4,000.00			\$ 4,000.00
Task 14	RSW/FMY 5-year Work Program	\$ 50,000.00			\$ 50,000.00
Task 15	RSW/FMY Leasehold Dev	\$ 45,000.00	(\$33,100.00)		\$ 11,900.00
Task 16	Additional Services	\$110,000.00	(\$24,875.00)		\$ 85,125.00
Task 17	FMY Phase III T-hangar/Ramp		\$ 67,000.00		\$ 67,000.00
Task 18	FMY Multi-use Hangar		\$ 33,000.00		\$ 33,000.00

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Task 19	RSW I-75 Airport Access		\$ 15,000.00		\$ 15,000.00
Task 20	LCPA GIS Implementation Plan		\$ 40,000.00		\$ 40,000.00
Task 21	CA Services Sprinkler Sys		\$ 2,200.00		\$ 2,200.00
Task 22	CA Services Tenant Improv		\$ 62,000.00		\$ 62,000.00
Task 23	Pilot GIS		\$ 95,000.00		\$ 95,000.00
Task 24	Phase IV Hangars		\$ 72,000.00		\$ 72,000.00
Task 25	Multi-use Hangar Signage		\$ 2,600.00		\$ 2,600.00

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-27</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>28</u>	Summary of Changed Compensation
Task 26	RSW I-75 Airport Access-Phase I		\$153,000.00		\$ 153,000.00
Task 27	FMY SE Ramp Expansion		\$ 40,000.00		\$ 40,000.00
Task 28	FMY GAC2 Tenant		\$ 25,000.00		\$ 25,000.00
Task 29	FMY North Quadrant		\$ 15,000.00		\$ 15,000.00
Task 30	FMY EMS Hangar		\$ 3,500.00		\$ 3,500.00
Task 31	FMY Motor Vehicle/FHP		\$ 8,000.00		\$ 8,000.00
Task 32	RSW Cargo Ramp CA		\$ 33,500.00		\$ 33,500.00

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-27</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>28</u>	Summary of Changed Compensation
Task 33	RSW Taxiway A Repairs		\$ 4,000.00		\$ 4,000.00
Task 34	RSW Post-Midfield Signage		\$ 74,000.00		\$ 74,000.00
Task 35	RSW MTC Interior Plantings		\$ 13,500.00		\$ 13,500.00
Task 36	RSW I-75 Access		\$5,368,159.00		\$ 5,368,159.00
Task 37	RSW Nat'l Car Rental Eval		\$ 5,600.00		\$ 5,600.00
Task 38	LCPA GIS Phase I		\$ 244,687.00		\$ 244,687.00
Task 39	FMY Phase IV Hangars		\$ 179,000.00		\$ 179,000.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-27</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>28</u>	Summary of Changed Compensation
Task 40	FMY SE Ramp Expansion		\$ 122,000.00		\$ 122,000.00
Task 41	FMY Remedial Roof Work		\$ 2,025.00		\$ 2,025.00
Task 42	FMY No Quadrant Drainage		\$ 179,500.00		\$ 179,500.00
Task 43	RSW Maint Shop Renovation		\$ 31,000.00		\$ 31,000.00
Task 44	FMY North Bldg Reroof		\$ 28,000.00		\$ 28,000.00
Task 45	RSW Cargo Road		\$ 50,000.00		\$ 50,000.00
Task 46	RSW I-75 Access/Land Acquisition			\$ 715,700.00	\$ 715,700.00
TOTAL		\$5,636,300.00	\$6,939,446.00	\$ 715,700.00	\$13,291,446.00

EXHIBIT "SA-C"

Date: _____

TIME AND SCHEDULE OF PERFORMANCE

for: General Engineering and Construction Management

SECTION 1.00 CHANGES FOR THIS SUPPLEMENTAL AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT SA-A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Task Authorization For This SA
	N/A		

EXHIBIT "SA-C"

Date: _____

TIME AND SCHEDULE OF PERFORMANCE

for: General Engineering and Construction Management

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the time and schedule the AUTHORITY and the CONSULTANT has previously agreed to for all of the work to be done under this Professional Services Agreement shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "A" AND "SA-A"	Name or Title of Phase and/or Task	Number of Calendar Days For completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Task Authorization
	N/A		

EXHIBIT "SA-D"

Date: _____

CONSULTANT'S ASSOCIATED SUBCONSULTANT(S) AND SUBCONTRACTOR(S)

for: General Engineering and Construction Management

CONSULTANT intends to engage the following subconsultant(s) and/or subcontractor(s) to assist the CONSULTANT in providing and performing the services, tasks, or work required under this SUPPLEMENTAL AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise (If Yes, Indicate Type)			Subconsultant Services are Exempted From Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Acquisition	Foley & Lardner 111 North Orange Ave., Suite 1800 Orlando, FL 32801					
Appraisal Services	Maxwell & Hendry Valuation Serv, Inc. 12600-1 World Plaza Lane, Bldg 63 Fort Myers, FL 33907					
Review Appraisal	Hanson Real Estate Advisors, Inc. 2233 Second Street Fort Myers, FL 33901					
Planning Services	Integar Realty Resources 28 W. Central Blvd Suite 300, Orlando, FL 32801 Canin Associates 500 Delaney Ave, Suite 404, Orlando, Fl 32801					

EXHIBIT "SA-E"

Date: _____

PROJECT GUIDELINES AND CRITERIA

for: General Engineering and Construction Management

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, Exhibit "E," the AUTHORITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, in performing the professional services, tasks or work to be provided pursuant to the professional services set forth hereinbefore in SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," attached hereto:

(If none, enter the word "None" in the space below.)

None

Task	Original Contract Amount	Total Project Budget Contract Increases	Total Project Budget Contract Decreases	Other Contract Adjustments	Current Contract Adjustments	Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1 RSW Annual inspection Letter	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0	\$0
2 RSW Rehabilitation Runway 6/24	\$2,200,000	\$0	\$0	\$0	\$0	\$2,200,000	\$1,634,000	\$566,000	\$0
3 RSW Rehabilitation Air Cargo Ramp	\$80,000	\$10,000	\$0	\$0	\$0	\$90,000	\$90,000	\$0	\$0
4 RSW Cargo Road Improvements	\$168,000	\$0	\$0	\$30,150	\$0	\$198,150	\$198,150	\$0	\$0
5 RSW Signage Inventory/Decommission	\$45,000	\$0	\$0	\$9,000	\$0	\$54,000	\$54,000	\$0	\$0
6 RSW Terminal Building Renovations Phase II	\$12,000	\$0	\$0	\$0	\$0	\$12,000	\$12,000	\$0	\$0
7 RSW Terminal Building Modifications TSA	\$30,000	\$0	\$0	(\$30,000)	\$0	\$0	\$0	\$0	\$0
8 RSW Economy Lot Entrance	\$10,000	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$0	\$0
9 FMY GA Terminal/Facilities	\$2,491,800	\$0	\$0	\$0	\$0	\$2,491,800	\$2,117,500	\$374,300	\$0
10 FMY Terminal Building Buildout	\$250,000	\$0	\$0	\$0	\$0	\$250,000	\$250,000	\$0	\$0
11 FMY Entrance Road SW Quadrant	\$129,500	\$0	\$0	\$10,000	\$0	\$139,500	\$57,310	\$82,190	\$0
12 FMY Legal Descriptions	\$9,000	\$0	\$0	\$0	\$0	\$9,000	\$9,000	\$0	\$0
13 RSW Sidewalk/Curb Repairs	\$4,000	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$0
14 RSW/FMY 5-Year Work Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000	\$12,000	\$38,000	\$0
15 RSW/FMY Leasehold Development	\$45,000	\$0	\$0	(\$33,100)	\$0	\$11,900	\$5,000	\$0	\$6,900
16 Additional Services *	\$110,000	\$0	\$0	(\$24,875)	\$0	\$85,125	\$35,200	\$0	\$49,925
17 FMY Phase III T-hangar/Ramp CA Services	\$64,300	\$2,700	\$0	\$0	\$0	\$67,000	\$67,000	\$0	\$0
18 FMY Multi-use Hangar	\$33,000	\$0	\$0	\$0	\$0	\$33,000	\$33,000	\$0	\$0
19 RSW I-75 Airport Access	\$15,000	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$0
20 LCPA GIS Implementation Plan	\$40,000	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0	\$0
21 RSW Veh Maint Sprinkler Sys CA Services	\$2,200	\$0	\$0	\$0	\$0	\$2,200	\$2,200	\$0	\$0
22 FMY Terminal Building Buildout CA Services	\$62,000	\$0	\$0	\$0	\$0	\$62,000	\$62,000	\$0	\$0
23 RSW Pilot GIS Development	\$95,000	\$0	\$0	\$0	\$0	\$95,000	\$95,000	\$0	\$0
24 FMY Phase IV Hangars	\$72,000	\$0	\$0	\$0	\$0	\$72,000	\$60,000	\$12,000	\$0
25 FMY Multi-use Hangar Signage	\$6,900	\$0	\$0	(\$4,300)	\$0	\$2,600	\$2,600	\$0	\$0
26 RSW I-75 Airport Access-Phase I	\$153,000	\$0	\$0	\$0	\$0	\$153,000	\$153,000	\$0	\$0
27 FMY SE Ramp Expansion	\$40,000	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0	\$0
28 FMY GAC Modular Tenant Complex	\$25,000	\$0	\$0	\$0	\$0	\$25,000	\$25,000	\$0	\$0
29 FMY North Quadrant Development	\$15,000	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$0
30 FMY EMS Hangar	\$3,500	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$0	\$0
31 FMY Motor Vehicle/FHP Station Buildings	\$8,000	\$0	\$0	\$0	\$0	\$8,000	\$8,000	\$0	\$0
32 RSW Rehab Air Cargo Ramp CA Services	\$33,500	\$0	\$0	\$0	\$0	\$33,500	\$33,500	\$0	\$0
33 RSW Taxiway A Repairs	\$4,000	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$0
34 RSW Post-Midfield Signage	\$74,000	\$0	\$0	\$0	\$0	\$74,000	\$74,000	\$0	\$0
35 RSW MTC Interior Plantings	\$13,500	\$0	\$0	\$0	\$0	\$13,500	\$13,500	\$0	\$0
36 RSW I-75 Access Improvements	\$0	\$0	\$0	\$5,368,159	\$0	\$5,368,159	\$0	\$5,368,159	\$0
37 RSW National Car Rental Evaluation	\$5,600	\$0	\$0	\$0	\$0	\$5,600	\$5,600	\$0	\$0
38 LCPA GIS Phase I	\$0	\$0	\$0	\$244,687	\$0	\$244,687	\$0	\$244,687	\$0
39 FMY Phase IV Hangars	\$0	\$0	\$0	\$179,000	\$0	\$179,000	\$179,000	\$0	\$0
40 FMY SE Ramp Expansion	\$0	\$0	\$0	\$122,000	\$0	\$122,000	\$122,000	\$0	\$0
41 FMY Remedial Roof Work	\$0	\$0	\$0	\$2,025	\$0	\$2,025	\$2,025	\$0	\$0
42 FMY North Quadrant Drainage	\$0	\$0	\$0	\$179,500	\$0	\$179,500	\$179,500	\$0	\$0
43 RSW Maintenance Shop Renovation	\$0	\$0	\$0	\$31,000	\$0	\$31,000	\$31,000	\$0	\$0
44 FMY North Building Reroofing	\$0	\$0	\$0	\$28,000	\$0	\$28,000	\$28,000	\$0	\$0
45 RSW Cargo Road Improvements	\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$0	\$50,000	\$0
46 RSW I-75 Access/Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$6,401,800	\$12,700	\$0	\$6,161,246	\$715,700	\$13,291,446	\$5,793,585	\$7,451,036	\$56,825

*\$8500 deducted for Multi-Use Hangar Task No. 66

Task 46 - RSW I-75 Access/Land Acquisition Assistance

Scope of Work

In 2002, a Request for Letters of Qualifications was advertised to solicit interest for a General Architectural and Engineering Management Services Consultant. This LOQ included a listing of anticipated services that may be provided by this Consultant, including but not limited to, land acquisition assistance. In November of 2002, the firm of Hole Montes was selected and contracted by the Board. In July of 2004, the LCPA and Hole Montes entered into an agreement for the design of a more direct connection between I-75 and RSW. It is anticipated that ROW will be needed to make the roadway connection. Assistance in land acquisition for the ROW, drainage and mitigation of an RSW/I-75 connection is needed. *It is imperative that all services are in compliance with Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (as amended), 49 CFR 24 (as amended), FAA AC 150-5100 (as amended), all FAA and FDOT requirements for grant eligibility.* These services would include, but not be limited to:

- Liaison between the LCPA and the property owner
- Appraisal review and assistance
- Various legal services
- Voluntary acquisition negotiations (offers, eligibility determinations, assessment of relocation benefits, severance damages, etc.)
- Document all contacts with property owners
- Prepare all contracts and legal documents
- Title searches
- Provide real property appraisal services. Develop a “before” and “after” market value estimate for those property rights proposed for acquisition in the various parent tracts to the project. These appraisals will be prepared in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) and the FDOT Appraisal Guidelines.

The Consultant will obtain two independent appraisals per parent tract. A review appraiser will be retained to prepare a report in a review appraisal format conforming to FDOT Guidelines presenting the results of their research, analysis and conclusions.

- Provide professional planning services to support the land acquisition process. Research the development potential of the parcels effected by the proposed acquisition; prepare a market study based on findings; review the airport master plan; prepare a comprehensive report incorporating all research, exhibits and

analyses detailing the pre-condemnation and post-condemnation conditions of the effected parcels.

- Level 1 Contamination Screening Evaluation:

A systematic evaluation of the project site (in accordance with Chapter 22 Guidelines of the FDOT PD&E Manual) will be undertaken to determine if hazardous materials are present on lands to be acquired by the LCPA that may impact the ability of the County to utilize lands for the location of a roadway facility. The evaluation will include the following steps which will be performed for each parcel to be acquired. A written report of the results of the evaluation will be provided:

1. Parcel identification
2. Review of agency records
3. Aerial photo interpretation
4. Interviews with local officials
5. On-site assessment
6. Assignment of risk factors

- Prepare justifications and explanations for settlements
- Compliance with all federal and state regulations
- Other duties necessary to foster and successfully complete the acquisition program

The Consultant will affectively and efficiently lead the land acquisition effort, following all federal, state and local requirements and regulations, and communicating effectively with the LCPA, LC Attorneys Office, and LC staff (i.e., Office of County Lands, etc.). The CONSULTANT will comply with all pertinent grant agreements, applications, conditions, and other funding commitments related to this project. Copies of all relevant agreements will be transmitted to the CONSULTANT by the LCPA upon the issuance of a Task Authorization and shall become a part of this agreement by reference.

The Consultant shall keep the Project Manager, and any project designees, appraised of any and all reports, appraisals, review appraisals, legal descriptions offers, counter offers, settlements, map preparations, design decisions, etc. that affect the I-75 Access schedule or budget or may result in the expenditure of LCPA funds. Close coordination between the Consultant and LCPA staff is expected. The Consultant will provide the LCPA Project Manager, and any project designees, a periodic progress report in writing that discusses the services rendered to date, the status of current assignments, potential impacts to the project schedule and budget.

The Consultant shall maintain all records of the land acquisition program. Any and all records shall be made available to the LCPA immediately upon request. All files shall be turned over to the LCPA at the conclusion of the Consultant's assigned duties.

Periodic presentations to LCPA staff, the LC Attorneys Office, LC staff, the ASMC, the Board and/or the public may be needed. This scope includes all meetings and presentations needed to accomplish the objectives of the LCPA.

ADDITIONAL SERVICES

In addition to the RSW I-75 Access connection, there may be additional ROWs and or parcels that require voluntary negotiations and/or the preparation and processing of information. The Consultant will be assigned work as needed to perform other land acquisition assistance duties for the LCPA. Specific scopes for each assignment will be defined when needed and attached to each Task Authorization. Only work covered under an approved and executed Task Authorization shall be performed and subsequently paid for. If no Task Authorizations are executed under this Task, no payment is obligated under this agreement.

FEE SCHEDULE

It is assumed there is a maximum of 20 separate parent tracts. All fees include all expenses, reimbursables, phone calls, faxes, documentation, copies, travel, etc. necessary to accomplish the program objectives.

Task A		
	Project Management	\$ 82,500
	Appraisal Assistance	\$ 66,000
	Negotiations	\$ 88,000
	Document Controls	\$ 22,000
Task B		
	Title Reports (20 parcels @ \$440 each)	\$ 8,800
	Appraisals (3 appraisals per parcel @ avg. \$3,135 each)	\$ 188,100
Task C		
	Closings	\$110,000
	Planning Assistance	\$ 36,300
	Level I contamination screening	\$ 14,000
Task D		
	Additional Services	<u>\$100,000</u>
TOTAL		\$715,700

All services will be authorized individually through the issuance and execution of a Task Authorization. Only Tasks authorized shall be performed. Due to the uncertain nature of land acquisition negotiations, fees and costs may be adjusted depending upon the circumstances involved with a given parcel, as long as appropriate supporting documentation is provided with the Task Authorization.