

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

A14B

1. WORDING FOR AGENDA:

Request Board authorize execution of Contract Amendment No. 2 between the Lee County Port Authority and Owen-Ames-Kimball (OAK) in the amount of \$527,371 to provide management services for the Interspace Airport Advertising project at RSW; and approve a Total Project Budget in the amount of \$659,209. Funds are available in account 418 000 542450 6410; RSW Non-Bond.

2. SUBJECT CATEGORY:

Budgeting, Purchases, Contracts, and Agreements

3. MEETING

DATE: **12-13-2005**

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
- B. (PUBLIC ONLY)
 CITIZEN NAME _____
 CITIZEN PHONE _____

7. BACKGROUND:

The attached agreement amends the Board's contract with Owen-Ames-Kimball, the Port Authority's Construction Manager/General Contractor (CM/GC) to provide the following services related to a project at RSW.

Task No. 12 – RSW Interspace Airport Advertising - \$527,371. This project provides for the installation of 11 advertising displays and 12 scrolling advertising signage displays within the bag claim area of the passenger terminal at the Southwest Florida International Airport. These displays will provide valuable information to arriving passengers and the advertising that will utilize these screens is a substantial source of revenue for the airport. As such, the project has been expedited in order to obtain bids in November so that the displays can be installed as quickly as possible. It is estimated that the Low Bid Construction Subcontractor Costs will total under \$470,280 and that OAK's services for construction management, contract administration, permit fees, bonding, and insurance will total \$57,091. Depending on actual bids received, the attached contract allows for an adjustment in the final construction dollars within the Board-approved Total Project Budget. Under no circumstances shall the Board-approved Total Project Budget be exceeded without prior Board approval.

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 418 000 542450 6410; RSW Non-Bond.

8. RECOMMENDED ACTION:

Recommend Board authorize execution of Contract Amendment No. 2 between the Lee County Port Authority and Owen-Ames-Kimball in the amount of \$527,371 to provide management services for the Interspace Airport Advertising project at RWS; and approve a Total Project Budget in the amount of \$659,209.

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

11-28-05

Chairman

11. PORT AUTHORITY ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: RSW Advertising Video Displays

Project Description: To provide design and construction services related to the procurement and installation of advertising displays and scrolling advertising signage at the Terminal Complex at the Southwest Florida International Airport. The project consists of the installation of approximately eleven (11) LCD advertising displays and thirteen (13) scrolling advertising signage displays to be located throughout the Terminal.

Design/Permitting/Bidding:

A&E Design	\$	<u>15,000</u>	
CM/GC Preconstruction/Bidding	\$	<u>5,500</u>	
Bid Contingency (10%)	\$	<u>52,738</u>	
Permitting/ Environmental Mitigation	\$	<u>0</u>	
Design Contingency	\$	<u>0</u>	
TOTAL DESIGN/PERMITTING			<u>73,238</u>

Construction:

A&E/Construction Administration	\$	<u>5,000</u>	
CM/GC Fees-Construction-Testing	\$	<u>527,371</u>	
Construction Contingency	\$	<u>53,600</u>	
TOTAL CONSTRUCTION	\$		<u>585,971</u>

Total Project Budget * \$ 659,209

** All project costs shall be expended below the Board approved Total Project Budget. Any costs over the Board approved Total Project Budget must be approved by the Board.*

Estimated Project Cost = \$659,209

Funding Sources = Airport Revenues

CA No. 2

Effective Date _____

**LEE COUNTY PORT AUTHORITY
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice-To-Proceed for work. All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

(1) Description of work: 1) RSW Interspace Airport Advertising

(2) **Reasons for Amendment:**

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(3) **Method of Negotiating Price of Work**

- Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(4) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CM/GC ACCEPTANCE _____

CONSULTING ENGINEER/ARCHITECT ACCEPTANCE (if Applicable) _____

LCPA PROJECT MANAGER RECOMMENDATION _____

FDOT: _____
FDOT Representative

FAA: _____
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chairman - Lee County Port Authority Board of Port Commission

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 2

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

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

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
	N/A			

11/16/2005

EXHIBIT B - CONTRACT SUMMARY

# Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	Current Contract Value	Tas Issued	Pending TAs	Remaining Contract Balance
1 RSW Exotic Control	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -
2 RSW Prescribed Burns	\$ 9,140.00	\$ -	\$ -	\$ -	\$ 9,140.00	\$ -	\$ 9,140.00	\$ -
3 RSW Mitigation Park	\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -
4 CIP Update	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
5 RSW CCTV	\$ 3,900.00	\$ -	\$ -	\$ -	\$ 3,900.00	\$ -	\$ 3,900.00	\$ -
6 FMY FHP/DMV Demo	\$ 134,890.00	\$ -	\$ -	\$ -	\$ 134,890.00	\$ -	\$ 134,890.00	\$ -
7 Leasehold Development	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
8 RSW Advertising Screens	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -
9 RSW Bag Claim Monitors	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
10 RSW Garage Directories	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
11 RSW Walkway Canopy	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
12 RSW Airport Advertising	\$ 527,371.00	\$ -	\$ -	\$ 527,371.00	\$ 527,371.00	\$ -	\$ 527,371.00	\$ -
TOTALS	\$ 729,501.00	\$ -	\$ -	\$ 527,371.00	\$ 729,501.00	\$ -	\$ 729,501.00	\$ -

Task 12 – RSW Interspace Airport Advertising

I. OBJECTIVE

The objective is to provide Construction Management services in accordance with the Professional Services Agreement during the construction phase activities for the subject project. During such construction phase activities, the Construction Manager/General Contractor (CM/GC) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within PORT AUTHORITY time guidelines.

The Construction Phase Contract Documents for this project includes:

- The Board approved Basic Agreement between the LCPA and the CM/GC
- The amended AIA General Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below, to include:
 - Project Information Sheet (Attachment #1)
 - Supplemental General Contract Conditions (None for this project/task)
 - RSW Interspace Airport Advertising plans and technical specifications prepared by Hole Montes/Schenkel-Schultz dated October 7, 2005
 - The corresponding CM/GC procurement certification letter(s) shall be submitted to the LCPA prior to the issuance of any Task Authorization (NTP)
 - The LCPA DBE Office shall review the sub-trade bid information and concur that all DBE goals have been met or that Good Faith Efforts have been demonstrated prior to the issuance of any Task Authorization (NTP)
 - Copies of insurance certificates which satisfy the levels specified on the Project Information Sheet
 - Copies of payment and performance bonds at 100% of the Project Fee identified herein.

In accordance with the previous Board approved contract amendment, the CM/GC will competitively bid all items of construction work for this project. In order to expedite the completion of this project, the project Fee contained herein is based on engineering estimates. Should the compilation of the low sub-trade bids for this project come in under the engineer's estimates, this contract shall be deducted accordingly. Conversely, should the compilation of the low sub-trade bids for this project come in higher than the engineer's estimate, this contract shall be amended utilizing the available Board approved Total Project Budget contingency. Under no circumstances shall the Board approved Total Project Budget for this work be exceeded without prior Board approval.

II. DESCRIPTION

The CM/GC will provide for the necessary construction management and related testing services; as well as enter into subcontractor agreements as needed for the planned construction and installation of the following improvements, RSW – Interspace Airport Advertising project. A description of the work is as follows:

- Supply and install 11 LCD display screens
- Supply and install 12 scrolling sign displays and decorative graphic icon panels
- Supply and install all structures to support the LCD display screens and scrolling sign displays
- Supply and install all conduit and associated wiring
- Supply and install all electrical and data connections as required
- Provide pedestrian barriers for all work being performed during the course of the work
- Supply all permits necessary to complete this scope of work
- All work to be preformed between the hours of 11:00 pm and 5:00 am only

III. BASIC SERVICES

Coordination:

- (a) The CM/GC shall accept the relationship of trust and confidence established with the Owner as outlined in the Master Agreement, and covenants with the Owner to furnish the CM/GC's reasonable skill and judgment and to cooperate with the A/E in furthering the interests of the Owner.

The CM/GC shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, A/E, CM/GC and other persons or entities employed by the Owner for the Project. The CM/GC will assist the Owner and the A/E as required for the timely successful completion of the project.

- (b) The CM/GC shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project.
- (c) The CM/GC shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM/GC shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to

provide information and make recommendations concerning the project.

- (d) As requested by A/E or Subcontractor(s), the CM/GC shall assist in obtaining additional information from the PORT AUTHORITY, when such information is required at the job site for proper execution of the work.
- (e) The CM/GC shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record and Construction Administrator during the duration of construction.
- (f) The CM/GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice to Proceed.
- (b) The CM/GC shall assign a specific Project Manager to the project whom, with necessary support from within the CM/GC organization, will provide all necessary project management services for the project.
- (c) During actual construction, the CM/GC will have a superintendent on-site at all times for the duration of the Contract Base Bid and any Alternates selected, generally described as the period from Notice to Proceed through Substantial Completion. The superintendent shall be on-site as necessary through Final Completion.
- (d) Provide continuous construction management services throughout the construction duration. These management duties shall include, but not be limited to:
 - i.) monitor subcontractor work performance for deficiencies,
 - ii.) maintain record copy of all contract documents, change orders and other documentation on-site.
- (e) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (f) Report to A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CM/GC shall issue to

the SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to Owner and A/E.

- (g) The CM/GC will notify the PORT AUTHORITY of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work and/or claims on the Contracts, Project Costs, and Schedules. The CM/GC shall consider and evaluate SUBCONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to the A/E and PORT AUTHORITY for comments and/or approval.
- (h) The CM/GC shall prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variation form. The CM/GC shall monitor the timely response by the subcontractor and take such necessary actions such as preparation of construction Field Directives and assignment of costs as outlined in the Contract specifications.
- (i) The CM/GC shall, with consent of the PORT AUTHORITY, issue Field Directives to the Subcontractor which orders an addition, deletion or change in the required construction work as set forth in the construction documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due the Subcontractor.
- (j) In accordance with PORT AUTHORITY approved policies and procedures, the CM/GC shall receive and evaluate requests for proposed Change Orders; advise the PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Change Order dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Change Orders.
- (k) The CM/GC shall maintain current logs including Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Change Orders (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM/GC and Owner.
- (l) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (m) The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CM/GC shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically, work in place deemed acceptable; however not 100% in quality will be subject to this procedure.

Safety:

- (a) The CM/GC will review the safety requirements (Safety Plan) outlined within the Contract Documents, specifically those that address FAA AC 5370-2C, "Operational Safety on Airports During Construction Activity", and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements as stated in the construction document safety plan. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify the Owner and implement remediation to cure the unsafe condition.
- (b) The CM/GC shall stop or suspend the construction anytime that the CM/GC considers the intent of the Safety Plan is being violated or that a hazardous condition has been or is created.

IV. FEE SUMMARY

The CM/GC's Project Fee is guaranteed by the CM/GC not to exceed Five Hundred Twenty Seven Thousand Three Hundred Seventy One dollars and 00/100, (\$527,371) subject to additions and deductions by Contract Amendment. Costs, which would cause this fee to be exceeded by no fault of the PORT AUTHORITY shall be paid by the Contractor without reimbursement by the Owner.

Task Authorizations will be required in order to authorize contracted work to begin.

The Project Fee shall be comprised of the following four (4) components:

- Selected Subcontractor Costs: The amounts proposed by the selected successful bidders, competitively marketplace bidding for the work, and as selected in consultation with the PORT AUTHORITY and A/E.
- CM/GC Management Fee: The cost of professional services including construction management activities and other contract administration tasks performed by the CM/GC.
- CM/GC General Conditions Fee: The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work.
- CM/GC Miscellaneous Costs: Specific items not furnished by subcontractors or within general conditions such as testing costs, permit fees, bonding premiums, impact fees, or builders risk property insurance.

Included within the Project Fee is the cost of all travel within 60 miles of FMY/RSW, long distance telephone calls, facsimiles, technology including

software and hardware usage, postage, delivery services, and other direct expenses.

Not included within this Project Fee are project-related contingency amounts. Such contingency amounts to address unforeseen circumstances such as: document inconsistency issues; unforeseen site or weather conditions; PORT AUTHORITY mandated alteration of work and quantities; or other unforeseeable causes beyond the control of the CM/GC as defined in the Extension of Time section within the contract documents; etc., shall be made part of the Owner's controlled contingency amount found within the established PORT AUTHORITY total project budget. This contingency shall reside outside the established Project Fee described herein.

Billing of the Project Fee is to be based on a monthly percentage of work complete proportional with the CM/GC professional services scope of work, and its respective total lump sum fee; and on a monthly percentage of subcontractor work complete proportional with the schedule of values. Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Low Bid Construction Work, Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract Amendment Work.

The fee for construction activities is a lump sum amount distributed as follows:

Selected Subcontractor Costs	\$ 470,280.00
CM/GC Management Fee	\$ 29,851.00
CM/GC General Conditions Fee	\$ 19,490.00
CM/GC Miscellaneous Costs & B.R.	<u>\$ 7,750.00</u>
Task Total Lump Sum Amount	\$ 527,371.00

Attachment #1 Project Information Sheet

Project Name: Interspace Airport Advertising
Southwest Florida International Airport

Project Description: A description of the work is as follows:

- Supply and install 11 LCD display screens
- Supply and install 12 scrolling sign displays and decorative graphic icon panels
- Supply and install all structures to support the LCD display screens and scrolling sign displays
- Supply and install all conduit and associated wiring
- Supply and install all electrical and data connections as required
- Provide pedestrian barriers for all work being performed during the course of the work
- Supply all permits necessary to complete this scope of work
- All work to be performed between the hours of 11:00 pm and 5:00 am only

Base Bid Description: The base bid includes all of the work shown on the contract drawings and called for in the specs and represent the scope of work as mentioned in the project description above. No alternates are called for in the bid documents.

Contract Time: From the date of issuance of Notice to Proceed (NTP) to Substantial Completion = 90 calendar days
Substantial Completion to Final Completion = 30 calendar days

Liquidated Damages: \$500.00 per day for Contractor's failure to achieve Substantial Completion by the deadline.

Required Insurance Coverage (not less than):

Worker's Compensation	<u>\$ 500,000</u>	Limit Each Accident
Employer's Liability	<u>\$ 500,000</u>	Limit Disease Policy Aggregate
	<u>\$ 500,000</u>	Limit Disease Each Employee
General Liability	<u>\$2,000,000</u>	Bodily Injury & Property Damage Liability (Combined Single Limit Each Occurrence and Aggregate)
Automobile Liability	<u>\$1,000,000</u>	Bodily Injury & Property Damage Liability (Combined Single Limit Each Accident)
Contractor's Pollution Liability	<u>\$2,000,000</u>	

Warranties: General Warranty period one (1) year from date of written Final Completion.

This project does not have State funding.

DBE Participation Goal established for this contract is zero percent (0%).