

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. WORDING FOR AGENDA:

Request Board 1) authorize execution of Contract Amendment No. 27 between the Lee County Port Authority and Owen-Ames-Kimball in the amount of \$863,001 for Construction Management/General Contractor services for projects at RSW and FMY; and 2) approve a Total Project Budget in the amount of \$955,939 for the FMY North Quadrant Drainage/Utility/Infrastructure Improvements Phase 1A.

2. SUBJECT CATEGORY:

Budgeting, Purchases, Contracts, and Agreements

3. MEETING DATE:

A 14 A

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

7. BACKGROUND:

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

Task 43 - RSW Taxi/Limo Building Fire Hydrant Relocation - \$85,212.00

In August 2006, OAK was authorized to perform preconstruction services for the Taxi/Limo Building Fire Hydrant Relocation at RSW. This work is required by local development code. The project provides for a fire hydrant near the limo/taxi staging building and includes the installation of 200 lineal feet of eight inch (8") water line and associated work items, installation of a fire hydrant, and site restoration. OAK has completed preconstruction services for the subject project and has successfully bid all construction work. The Low Bid Construction Subcontractor costs are \$73,900 and OAK's services for construction management, contract administration, permit fees, bonding and insurance total \$11,312. Funds are available in account 418 000 542450 6540; RSW MTC Construction.

Task 44 - FMY North Quadrant Drainage/Utility/Infrastructure Improvements - Phase 1A - \$777,789. OAK previously was authorized to perform preconstruction services for the North Quadrant

- continued -

8. RECOMMENDED ACTION:

Recommend Board 1) authorize execution of Contract Amendment No. 27 between the Lee County Port Authority and Owen-Ames-Kimball in the amount of \$863,001 for Construction Management/General Contractor services for projects at RSW and FMY; and 2) approve a Total Project Budget in the amount of \$955,939 for the FMY North Quadrant Drainage/Utility/Infrastructure Improvements Phase 1A.

9. RECOMMENDED APPROVAL

DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Clenderville</i> <i>for Mr. Fisher</i>		<i>Brian M. [Signature]</i>	<i>[Signature]</i>	

10. SPECIAL MANAGEMENT COMMITTEE ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Chairman

11. PORT AUTHORITY ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Background (continued)

Drainage/Utility/Infrastructure Improvements at Page Field. The project provides for development of infrastructure for three future hangar sites, removal of existing asphalt and taxiway, extend existing water main and sanitary system, site grading and drainage modification. OAK has completed preconstruction services for the subject project and has successfully bid all construction work. The Low Bid Construction Subcontractor costs are \$659,469 and OAK's services for construction management, contract administration, permit fees, bonding and insurance total \$118,320. Funds are available in account 413 000 542640 6530; FMY Nondepartmental.

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. All tasks are subject to the approval of the FAA/FDOT, as appropriate.

CA No. 27

Contract No. 3314
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.

Description of work: 1) RSW Taxi/Limo Building Fire Hydrant Relocation 2) FMY North Quadrant Drainage/Utility/Infrastructure Improvements Phase 1A

- (1) **Reasons for Amendment:**
- | | | | |
|-------------------------------------|----------------------------|--------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Programmed CIP Project(s) | <input 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** **Method of Negotiating Time of Work:**
- | | |
|----------------------------|-------------------------------------|
| <u>X</u> Lump Sum | _____ Consultant/Contractor Records |
| _____ Time and Materials | _____ Cost plus fixed fee |
| _____ Unit Prices | _____ Force Account |
| _____ Hourly plus expenses | |
| _____ Other _____ | |

- (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)
N/A

LCPA PROJECT MANAGER RECOMMENDATION

FDOT: N/A FAA: N/A
FDOT Representative FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: N/A
Executive Director or Designee

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

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 27

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
Utilities	Christo Underground 4461 Hancock Bridge Pkwy, No. Ft. Myers, FL	\$ 95,900.00	No	N/A
Surveying	Banks Engineering 11543 Charlies Terrace Ft. Myers, FL	\$ 8,250.00	No	N/A
Underground Locates	Earth View 3894 Mannix Drive, Ste 216, Naples, FL	\$ 3,200.00	No	N/A
Testing	Allied Engineering 5850 Corporation Circle Ft. Myers, FL	\$ 9,882.00	Yes	\$ 9,882.00
Sitework/Paving	Gulf Paving P.O. Box 1584 Fort Myers, FL	\$ 250,550.00	No	N/A
Site Utilities	T.W. Nelson P.O. Box 1060 Lehigh Acres, FL	\$ 317,471.00	No	N/A
Landscape/Sod/Irrig	Triple J P.O. Box 7258 Ft. Myers, FL	\$ 25,281.00	Yes	\$ 25,281.00
Fencing	Century Fence P.O. Box 151243 Cape Coral, FL	\$ 27,075.00	No	N/A
Electrical	Southwest Electric, Inc. 3773 Domestic Avenue Ft. Myers, FL	\$ 17,760.00	Yes	\$ 17,760.00

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$50,000 Level Maximum	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	\$ 134,850.00	\$ 6,466.00	\$ -	\$ -	\$ -	\$ 141,356.00	\$ 68,292.50	\$ 73,063.50	\$ -
7	Leasehold Development	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
8	RSW Advertising Screens	\$ 9,000.00	\$ -	\$ (3,500.00)	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -
9	RSW Bag Claim Monitors	\$ 6,000.00	\$ -	\$ (1,485.00)	\$ -	\$ -	\$ 4,515.00	\$ 3,700.00	\$ 815.00	\$ -
10	RSW Garage Directories	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
11	RSW Walkway Canopy	\$ 5,000.00	\$ -	\$ (376.00)	\$ -	\$ -	\$ 4,624.00	\$ 3,700.00	\$ 924.00	\$ -
12	RSW Airport Advertising	\$ 527,371.00	\$ 21,642.00	\$ -	\$ -	\$ -	\$ 549,013.00	\$ 549,013.00	\$ -	\$ -
13	RSW Garage Directories	\$ 40,613.00	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 41,873.00	\$ 41,873.00	\$ -	\$ -
14	FMY/RSW Damage Repair	\$ 29,502.00	\$ (4,857.00)	\$ (16,800.00)	\$ -	\$ -	\$ 12,702.00	\$ 12,702.00	\$ -	\$ -
15	FMY Multi-use Door Repair	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 70,143.00	\$ -	\$ -
16	FMY B Hangar/Safe/Flight	\$ 8,150.00	\$ -	\$ -	\$ -	\$ -	\$ 8,150.00	\$ 8,150.00	\$ -	\$ -
17	RSW Irrigation Pump	\$ 6,250.00	\$ -	\$ -	\$ -	\$ -	\$ 6,250.00	\$ 6,250.00	\$ -	\$ -
18	RSW Bag Claim Monitors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,909.00	\$ 49,909.00	\$ -	\$ -
19	RSW Irrigation Pump Reloc	\$ 342,418.00	\$ 17,901.00	\$ -	\$ -	\$ -	\$ 360,319.00	\$ 360,319.00	\$ -	\$ -
20	RSW Park Fence Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
21	RSW Pump Station Modif	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
22	RSW MALS RAIL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
23	RSW Tank Garage Fencing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,356.00	\$ 45,356.00	\$ -	\$ -
24	RSW Walkway Canopy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,109.00	\$ 19,109.00	\$ -	\$ -
25	RSW MALS RAIL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,639.00	\$ 46,342.00	\$ 93,297.00	\$ -
26	RSW RW G-24 Preserves	\$ 139,639.00	\$ -	\$ -	\$ -	\$ -	\$ 139,639.00	\$ 19,109.00	\$ -	\$ -
27	RSW Pump Station Modif	\$ 118,660.00	\$ 1,272.00	\$ -	\$ -	\$ -	\$ 119,932.00	\$ 119,932.00	\$ -	\$ -
28	RSW Prescribed Burns	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,253.00	\$ 14,088.00	\$ 27,165.00	\$ -
29	RSW Exotic Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,164.00	\$ 3,721.00	\$ 7,443.00	\$ -
30	RSW Aerial Photo Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,876.00	\$ 3,876.00	\$ -	\$ -
31	RSW Portal Hoisting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,485.00	\$ 1,485.00	\$ -	\$ -
32	RSW Taxiway G-3 Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -
33	RSW Phase I Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -
34	RSW D-10 Pavement Repair	\$ 371,231	\$ 8,077.00	\$ -	\$ -	\$ -	\$ 379,308.00	\$ 27,996.00	\$ -	\$ -
35	RSW Phase I Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,462.00	\$ 3,462.00	\$ -	\$ -
36	RSW Garage Tank Fencing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,935.00	\$ 1,935.00	\$ -	\$ -
37	RSW Car Rental Check Valve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
38	RSW Parking Lot Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
39	RSW Toiletbooth Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
40	RSW Long-term Entry Booth	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
41	RSW Taxi/Limo Fire Hydrant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
42	RSW Landscaping Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,166.00	\$ 20,166.00	\$ -	\$ -
43	RSW Taxi/Limo Fire Hydrant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,212.00	\$ -	\$ 85,212.00	\$ -
44	FMY North Quad Phase 1A	\$ 1,860,964.00	\$ 51,761.00	\$ (16,800.00)	\$ -	\$ -	\$ 1,935,925.00	\$ 1,935,925.00	\$ -	\$ -
	TOTALS					\$ 1,000,000	\$ 3,011,176.00	\$ 1,935,925.00	\$ 1,076,708.50	\$ -

Task 43 – RSW Taxi/Limo Building Fire Hydrant Relocation

I. OBJECTIVE

The objective is to provide Construction Management services in accordance with the Professional Services Agreement during 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:
 - RSW – Taxi / Limo Building Hydrant plans and technical specifications prepared by TKW and Hole Montes dated 8/14/06
 - 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

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 – Taxi / Limo Building Hydrant project. A description of the work is as follows:

- Supply and install 8" HDPE water line
- Supply and install 8" PVC line
- Supply and install 6" PVC line
- Provide 16" direction bore
- Supply and install 8"x6" reducer
- Supply and install 6" Gate Valve
- Supply and install fire hydrant
- Provide traffic control and site restoration

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 who, 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.
- (e) 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.
- (f) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (g) 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.
- (h) 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.
- (i) 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.

- (j) 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.
- (k) 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.
- (l) 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.
- (m) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (n) 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 pursuance 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 ~~Eighty-five thousand two hundred twelve dollars and 00/100, (\$85,212)~~ 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 in to categories as requested by the LCPA, including Low Bid Construction Work, Construction Management Services, General Conditions Costs, Miscellaneous Costs, Contract Amendment Work.

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

Selected Subcontractor Costs	\$ 73,900.00
CM/GC Management Fee	\$ 6,312.00
CM/GC General Conditions	\$ 3,000.00
CM/GC Miscellaneous Costs & B.R.	<u>\$ 2,000.00</u>
Task Total Lump Sum Amount	\$ 85,212.00

Task 44 – FMY North Quadrant Drainage/Utility/Infrastructure Improvements - Phase I A

I. OBJECTIVE

To provide Construction Management/General Contractor services in accordance with the Board approved Professional Services Agreement during 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 LCPA 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
 - Supplemental General Contract Conditions
 - FMY – North Quadrant Infrastructure Phase I – A, Technical Specifications – prepared by Hole Montes dated July 2006
 - FMY – North Quadrant Infrastructure Plans prepared by Hole Montes dated July 2006
 - Addendum #1 issued by O-A-K dated August 3, 2006
 - The corresponding CM/GC procurement certification letter(s) LCPA DBE Project Review
 - 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.

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, FMY – North Quadrant Drainage/Utility/Infrastructure Improvements Phase I - A. A description of the work is as follows:

- Development of infrastructure for future hangar sites.
- Remove existing asphalt.
- 4" P-401 asphalt replacement.
- Extend the existing water main.
- Extend the existing sanitary system.

- Grading and drainage modification.
- Supply all permits necessary to complete this scope of work

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 schedule and conduct the preconstruction conference.
- (b) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice to Proceed.

- (c) The CM/GC shall assign a specific Project Manager to the project, who with necessary support from within the CM/GC organization will provide all necessary project management services for the project.
- (d) During actual construction, the CM/GC will have a superintendent on the job site when any Subcontractor is on-site performing work 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.
- (e) Provide continuous construction management services throughout the construction duration. These management duties shall include, but not be limited to:
 - i.) maintain daily reports including log of key site visitors and observations
 - ii.) monitor subcontractor work performance for deficiencies
 - iii.) maintain record copy of all contract documents, change orders and other documentation on-site.
- (f) Provide inspection of all work, materials, and tests, including substantial/final completion and occupancy inspections.
- (g) Provide scheduling services and take all necessary steps to ensure that the project milestone requirements are met.
- (h) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (i) Report potential budget and schedule variances to PORT AUTHORITY, and take all necessary and appropriate steps to implement a speedy recovery plan.
- (j) When requested, coordinate ordering and delivery of owner-supplied materials or equipment.

- (k) In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services, and the PORT AUTHORITY.
- (l) 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.
- (m) 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 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.

- (r) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (s) The CM/GC shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with PORT AUTHORITY procedures.
- (t) The CM/GC shall review and certify monthly and / or bi-monthly DBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- (u) Based on observation of the CM/GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM/GC will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures in accordance with procedures set forth in the construction contract, consistent with PORT AUTHORITY procedures.
- (v) 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.

Testing:

- (a) The CM/GC shall retain a testing laboratory for the quality assurance testing of construction materials for analysis by a laboratory, which shall be fully-accredited in accordance with FAA requirements, if required.

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 pursuance 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.
- (c) The CM/GC shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM/GC shall discuss phasing with PORT AUTHORITY representatives and make recommendations to the PORT AUTHORITY on any changes to project phasing.

Substantial Completion:

When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC has preliminarily inspected and approved the work, the CM/GC shall advise the A/E and PORT AUTHORITY, in writing that the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.

The CM/GC will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch List. The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.

For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch List) to necessary subcontractors for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if approved, shall advise the PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Closeout and Final Acceptance:

- (a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY.
- (b) Perform post-construction administrative project close out procedures.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of warranties and guarantees.

IV. PROJECT FEE SUMMARY

The CM/GC's Project Fee is guaranteed by the CM/GC not to exceed, Seven hundred seventy-seven thousand seven hundred eighty nine dollars and 00/100, (\$777,789), 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 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 permit fees, bonding premiums, impact fees, or builders risk property insurance.
- CM/GC Management Fee: The cost of professional services including construction management activities and other contract administration tasks performed by the CM/GC.

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 in to 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:	\$	659,469.00
CM/GC General Conditions Fee:	\$	61,439.00
CM/GC Miscellaneous Costs & B.R.:	\$	12,855.00
CM/GC Management Fee	\$	<u>44,026.00</u>
Task Total Lump Sum Amount	\$	777,789.00