

CA No. 33

Vendor No. 190701

Contract No. 9710

Effective Date \_\_\_\_\_

**LEE COUNTY PORT AUTHORITY  
LOQ 22-66 General Construction Manager/ General Contractor  
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:** RSW Air Freight Building Deconstruction CM Services

**(1) Reasons for Amendment:**

- |   |  |
|---|--|
| <input 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 checked="" type="checkbox"/> Owner Requested    |
| <input type="checkbox"/> Safety Considerations      | <input type="checkbox"/> Cost Benefit to Project       |
| <input type="checkbox"/> Other _____                |  |

**(2) 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

**(3) 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.

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

Matthew Zwack

DocuSigned by:

*Matthew Zwack*

7/24/2024

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LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

\_\_\_\_\_  
N/A

FDOT: NA  
FDOT Representative

FAA: NA  
FAA Representative

**Approved as to form for the reliance of the Lee County Port Authority:**

\_\_\_\_\_  
Port Attorney

**LEE COUNTY PORT AUTHORITY AUTHORIZATION**

☐ By: NA  
Deputy Executive Director or Designee

☒ Board Item By: \_\_\_\_\_  
Chair - Lee County Port Authority Board of Port Commissioners

**EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION****CA No. 33**

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
None				

EXHIBIT B - CONTRACT SUMMARY

Owen-Ames-Kimball Company Contract No. 9710

Contract Amendment

CA 33 - Board Approval  
TA 33

TA#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	This Contract Adjustment	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2022-23	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2023-24	CM/GC	Sub Costs	Current Contract Value	TAs Issued	Pending TAs
1	Long Term Parking Cost Estimates				\$ 10,128.00		\$ 10,128.00		\$ 10,128.00	\$ 10,128.00	
2	RAC Excavation Bid Management				\$ 4,816.00		\$ 4,816.00		\$ 4,816.00	\$ 4,816.00	
3	Petro Scrape Down Bid Management				\$ 4,816.00		\$ 4,816.00		\$ 4,816.00	\$ 4,816.00	
4	Roofing Consulting Services				\$ 9,189.00		\$ 9,189.00	\$ 8,325.00	\$ 9,189.00	\$ 9,189.00	
5	Vegetative Fuel Reduction - Rebid				\$ 5,655.75		\$ 5,655.75		\$ 5,655.75	\$ 5,655.75	
6	Onsite Exotic Removal Pre-con				\$ 5,655.75		\$ 4,655.75		\$ 5,655.75	\$ 5,655.75	
7	Aerial Photos				\$ 12,081.00		\$ 4,861.00	\$ 7,220.00	\$ 12,081.00	\$ 12,081.00	
8	Jet A Precon				\$ 12,734.50		\$ 12,734.50		\$ 12,734.50	\$ 12,734.50	
9	RSW - RAC Fire Construction				\$ 23,587.00		\$ 11,057.00	\$ 12,530.00	\$ 23,587.00	\$ 23,587.00	
10	RSW - Petroleum Scrape Down				\$ 6,820.00		\$ 3,070.00	\$ 3,750.00	\$ 6,820.00	\$ 6,820.00	
11	RSW - Onsite Mechanical Vegetation Reduc				\$ 51,541.25		\$ 13,670.00	\$ 37,871.25	\$ 51,541.25	\$ 51,541.25	
12	RSW - Mitigation Park North Hot Spots Precon				\$9,450.50		\$9,450.50		\$ 9,450.50	\$ 9,450.50	
13	RSW - Mitigation Park South Hot Spots Precon				\$ 9,906.50		\$ 9,906.50		\$ 9,906.50	\$ 9,906.50	
14	RSW - Mitigation Park Site H Hot Spots Precon				\$ 9,450.50		\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
15	RSW - Mitigation Park trails & fence repair Precon				\$ 9,450.50		\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
16	RSW - Mitigation Park Site H - Construction Oversight	\$ 494,721.23					\$ 59,095.71	\$ 435,625.52	\$ 494,721.23	\$ 494,721.23	
17	RSW - Mitigation Park South Exotic - Const. Oversight	\$ 541,054.03					\$ 59,095.71	\$ 481,958.32	\$ 541,054.03	\$ 541,054.03	
18	RSW - Mitigation Park North Exotic - Const. Oversight	\$ 802,005.68					\$ 62,157.71	\$ 636,399.90	\$ 698,557.61	\$ 698,557.61	
19	RSW - Mitigation Park Fence and Trails - Const. Oversight	\$ 402,561.23					\$ 56,556.50	\$ 346,004.73	\$ 402,561.23	\$ 402,561.23	
20	FMY - Fuel Farm Expasnion Project	\$ 1,588,436.40					\$ 362,436.00	\$ 1,226,000.40	\$ 1,588,436.40	\$ 1,588,436.40	
21	RSW - On-Site Exotic Treatment NE Conservation Area - Precon					\$ 5,919.50	\$ 5,919.50		\$ 5,919.50	\$ 5,919.50	
22	RSW - On-Site Fuel Reduct & Exotic Trt SW Conservation Area - Precon					\$ 5,919.50	\$ 5,919.50		\$ 5,919.50	\$ 5,919.50	
23	RSW On-Site Fuel Reduction & Exotic Trt SW Conservation Area - CMGC					\$ 67,074.01	\$ 14,267.35	\$ 52,806.66	\$ 67,074.01	\$ 67,074.01	
24	RSW - On-Site Exotic Treatment NE Conservation Area - CM/GC					\$ 88,815.53	\$ 14,267.35	\$ 74,548.18	\$ 88,815.53	\$ 88,815.53	
25	RSW - Habitat Restoration at Mit Park - Precon Bidding Services					\$ 7,135.00	\$ 7,135.00		\$ 7,135.00	\$ 7,135.00	
26	RSW - Taxiway F Depression Repair Precon					\$ 11,430.75	\$ 11,430.75		\$ 11,430.75	\$ 11,430.75	
27	RSW - Taxiway F Depression Repair Project	\$ 230,972.00					\$ 82,972.00	\$ 148,000.00	\$ 230,972.00	\$ 230,972.00	
28	RSW - Air Freight Demo Bidding					\$ 5,562.50	\$ 5,562.50		\$ 5,562.50	\$ 5,562.50	
29	RSW - Mit Park - IMS Precon						\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
30	RSW - Mit Park - IMN Precon						\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
31	RSW Mit Park- Fence and Trails						\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
32	RSW - Flint Pen Strand Precon			\$ -			\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
33	RSW Air Freight Building Deconstruction CM Services			\$ 192,093.00	\$ 192,093.00		\$ 192,093.00		\$ -		\$ 192,093.00
<b>CONTRACT TOTALS</b>		<b>\$ 4,059,750.57</b>	<b>\$ -</b>	<b>\$ 192,093.00</b>	<b>\$ 377,375.25</b>	<b>\$ 191,856.79</b>	<b>\$ 1,101,503.58</b>	<b>\$ 3,471,039.96</b>	<b>\$ 4,373,125.54</b>	<b>\$ 4,373,125.54</b>	<b>\$ 192,093.00</b>

## **TASK 33 – AIR FREIGHT BUILDING DECONSTRUCTION** **CONSTRUCTION MANAGEMENT SERVICES**

### **OBJECTIVE**

To provide Construction Management (CM) services during construction phase activities for the subject project. During such construction phase activities, the Construction Manager (CM) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within the Lee County Port Authority (LCPA) time guidelines. The services and associated fee, outlined below, are based on a 150 calendar day construction duration, from Notice to Proceed (NTP) to Substantial Completion.

### **BASIC SERVICES**

#### **Coordination:**

- (a) The CM shall furnish construction management services and use its best efforts to oversee and manage the construction of the project in an expeditious and economical manner consistent with the interests of the LCPA. The CM shall endeavor to promote harmony and cooperation among LCPA, Architect/ Engineer (A/E), and General Contractor (GC) and other persons or entities employed by the LCPA for the Project. The CM will assist the LCPA, A&E and GC as required for the timely successful completion of the project.
- (b) The CM shall attend all necessary meetings with officials of the LCPA, and/or other local approval governmental agencies. If requested, the CM shall participate in periodic LCPA, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airport tenants, LCPA departments, A/E, GC and others to provide information and make recommendations concerning the project.
- (c) As requested by A/E or GC, the CM shall assist in obtaining additional information from the LCPA, when such information is required at the job site for proper execution of the work.
- (d) The CM shall be required to work cooperatively with the LCPA's A/E of record and selected GC during the duration of construction.
- (e) The CM shall make recommendations to the LCPA for any GC requests for a Field Directive (FD), Contract Amendment (CA) or any extensions of contract time.

#### **Construction Management /Contract Administration:**

- (a) The CM shall schedule and conduct the pre-construction conference.
- (b) The CM shall assign a specific on-site **CM Field Representatives** who will:
  - Document day-to-day on-site field labor forces including GC superintendents, subcontractors, and other construction related personnel.
  - The CM shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
  - CM will attend weekly construction progress meetings
  - CM will coordinate with LCPA, GC and Local Municipalities to help obtain locations of public and Private Utilities.

- CM will assist with providing technical assistance along with LCPA, GC and A&E and provide support with Project Issues.
  - CM will review and make recommendations for all FD, NOV (Notice of Variation) and CA Requests from the GC
  - CM will coordinate all inspection efforts.
  - CM will prepare and submit daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
  - CM will coordinate all maintenance of traffic, schedule and manage runway and taxiway closures and openings, and manage the marking and lighting of obstructions.
  - CM will oversee as-built record drawing plans and perform an initial review of submittals
  - CM will review and make recommendations for any post construction claims
  - CM will assist LCPA and A/E with substantial completion and punch-list inspections
  - CM will coordinate the work under this project with the work under the FMY New Hangars and GAC project.
- (c) The CM shall assign a specific **CM Project Manager** who will:
- CM will conduct and attend weekly construction progress meetings
  - CM will review and make recommendations for all FD and CA Requests
  - CM will review and make recommendations for all GC payment applications
  - CM will monitor construction related costs, including labor, time and material.
  - CM will review all submittals
  - CM will review and make recommendations for any post construction claims
  - CM will assist LCPA and A/E with substantial completion and punch-list inspections
  - CM will coordinate all construction work under this project
- (d) The CM shall assign **Support Staff** who will maintain all on-site testing reports, and inspections, RFI, NOV, CA, FD, submittal logs, and as built drawings. They will also perform general office duties, filing, mailing, etc. They will schedule meetings, appointments, site visits, and prepare and transmit correspondence.
- (e) The CM will provide the non personnel services below:
- Utilization of web-based platform for document control

Safety:

- (a) The CM will review the safety requirements outlined within the project documents and monitor all work to ensure compliance with all safety requirements. If the work does not adhere to the project documents or if an unsafe condition presents itself, the CM shall notify the GC, A/E, and LCPA and implement remediation to cure the unsafe condition.
- (b) The CM shall stop or suspend the construction anytime that the CM considers safety requirements are being violated or a hazardous condition has been or is created.
- (c) The CM will coordinate, and direct the placement of all necessary Maintenance of Traffic (MOT) provided by the GC. Upkeep and overall maintenance of all MOT is to be performed by the GC while in use.
- (d) The CM shall review all proposals regarding project phasing which differ from that outlined in the Project Documents. The CM shall discuss phasing and project schedule

with LCPA representatives and make recommendations to the LCPA on any changes to the project timeline.

Substantial & Final Completion:

- (a) When the GC considers the work ready for substantial completion, the CM shall accept a written request for inspection by the GC. After the CM has preliminarily inspected and approved the work, the CM shall advise the A/E and LCPA, in writing that the work is ready to be inspected for Substantial Completion. The CM shall plan, schedule, and lead the inspection walk through(s) of the work.
- (b) For the Substantial Completion inspection, the CM shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion punch list and attached to the Substantial Completion form that is submitted to LCPA. The GC will have 30 days from the Substantial Completion effective date to correct all deficiencies listed on the punchlist.
- (c) Upon correction of the deficiencies, the CM shall accept a written request by the GC for Final Inspection. The CM shall plan, schedule, and lead the final inspection walk through of the work. The CM shall, re-inspect the work, and if all items on the punch list have been addressed, shall advise the LCPA, in writing, that the work is ready for acceptance. The LCPA, based on these recommendations, shall issue Final Completion.

Project Closeout:

- (a) Perform post construction administrative project close-out procedures.
- (b) Provide red-line as-built drawings to the A/E
- (c) Prepare final project accounting and reporting to the LCPA as required.
- (d) Assist in the transfer of the project to the LCPA including the delivery of all LCPA closeout documentation, warranties and guarantees.

**FEE SUMMARY**

The fee for all the CM Services outlined above is a lump sum amount distributed as follows:

CM Field Labor Costs	\$ 141,643
CM Office Labor Cost	\$ 39,950
Misc Costs (Insurance, etc)	\$ 10,500
<b>Total Lump Sum</b>	<b>\$ 192,093</b>