

CA No. 13

Vendor No. 479948

Contract No. 9711

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 – Construction Manager for Federal Inspection Station (FIS) Technology Upgrades

(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.

GULFPOINT CONSTRUCTION COMPANY _____ ACCEPTANCE

DocuSigned by:
 2/3/2025
 J.D. Huether _____
5500B88C61C446D...

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

_____ N/A _____

FDOT: N/A _____ FAA: NA _____
 FDOT Representative _____ FAA Representative _____

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

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: N/A
Deputy Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 13

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
See Next Page				



BIDDING SUMMARY

FIS TECHNOLOGY UPGRADES



DIVISION	DESCRIPTION	BIDDER(S)	BID AMOUNT	UTILIZATION STATEMENT	G.F.E. LETTER	W/MBE GOAL	W/MBE PARTICIPATION	W/MBE \$ VALUE
02 EXISTING CONDITIONS	Selective Demolition	Wildcat Renovation	\$54,000.00	✓	N/A	15.00%	0.00%	\$0.00
03 CONCRETE	Cast In Place Concrete	Commercial Concrete	\$22,922.00	✓	✓	10.00%	0.00%	\$0.00
06 WOOD PLASTICS	Plastic Laminate Clad Architectural Cabinets Solid Surfaceing Countertops	Cabinets Plus Inc.	\$46,102.00	✓	✓	10.00%	0.00%	\$0.00
08 OPENINGS	Hollow Metal Doors and Frames Access Doors and Frames Security Access Doors & Frames Metal Sound Control Door Assemblies Door Hardware	Fields Door & Hardware, Inc.	\$103,500.00	✓	✓	5.00%	0.00%	\$0.00
	Glazing	Gatewood Glass	\$4,170.00	✓	✓	10.00%	0.00%	\$0.00
09 FINISHES	Cold-Formed Metal Framing Thermal Insulation Vapor Retarders Joint Sealants Gypsum Board	American Drywall & Stucco, LLC	\$183,750.00	✓	✓	15.00%	0.00%	\$0.00
	Acoustical Joint Sealants Acoustical Tile Ceilings Acoustical Metal Pan Ceilings	Acousti Engineering Company of Florida	\$25,707.00	✓	N/A	8.00%	2.59%	\$665.00
	Resilient Base and Accessories Resilient Tile Flooring Electrostatic Dissipative (ESD) Flooring Tile Carpeting	ReSource Flooring & Maintenance	\$9,809.00	✓	✓	6.00%	0.00%	\$0.00
	Interior Painting	Service Contracting Solutions	\$30,107.00	✓	N/A	15.00%	100.00%	\$30,107.00
	Epoxy Flooring	B&T Garage	\$18,000.00	xx	xx	0.00%	0.00%	\$0.00
10 SPECIALTIES	Stainless Steel Toilet Compartments Wire Mesh Partitions Toilet, Bath, & Laundry Accessories Fire Extinguishers Detention Bench Door Installation	Gatewood Custom Carpentry, Inc.	\$21,000.00	✓	✓	0.00%	0.00%	\$0.00
12 FURNISHINGS	Furniture	Office of Furniture and Design Concepts	\$22,238.00	xx	xx	6.00%	0.00%	\$0.00
21 FIRE SUPPRESSION	Fire Protection	TNT Fire Protection LLC	\$55,000.00	✓	✓	2.00%	0.00%	\$0.00
22 PLUMBING	Plumbing - All Specs	Titan Contracting, LLC	\$103,872.00	✓	✓	7.00%	0.00%	\$0.00
23 HVAC	HVAC - All Specs	B&I Contractors	\$240,000.00	✓	N/A	10.00%	10.00%	\$24,000.00
26-28 ELECTRICAL COMMUNICATIONS ELECTRONIC SAFETY & SECURITY	Electrical - All Specs	Wentco Inc.	\$1,400,000.00	✓	N/A	10.00%	100.00%	\$1,400,000.00
SUBCONTRACTOR SUBTOTAL			\$2,340,177.00	W/MBE PARTICIPATION TOTAL VALUE				\$1,454,772.00

EXHIBIT B - CONTRACT SUMMARY

Gulfpoint Construction Contract No. 9711

Contract Amendment

2/3/2025

CA 13

**CA Issued
\$100,000 Level
Maximum
\$1,000,000
FY 2024-25**

**Board
Approved
Contract
Amount**

**Total
Project
Budget
Adjustments**

**This
Contract
Adjustment**

CM/GC

Sub Costs

**Current
Contract
Value**

**TAs
Issued**

**Pending
TAs**

**#
12**

Task

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	This Contract Adjustment	CM/GC	Sub Costs	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2024-25	Current Contract Value	TAs Issued	Pending TAs
1	VCB Desks Precon				\$ 8,592.00			\$ 8,592.00	\$ 8,592.00	
2	VCB Desks Replacement	\$ 171,319.98			\$ 18,436.98	\$ 152,883.00		\$ 171,319.98	\$ 171,319.98	
3	RSW - Freight Building Demo Cost Estimating				\$ 13,581.00			\$ 13,581.00	\$ 13,581.00	
4	RSW - CBP Facility Precon & Bidding				\$ 52,436.00			\$ 52,436.00	\$ 52,436.00	
5	RSW - Freight Building Precon & Bidding				\$ 10,980.00			\$ 10,980.00	\$ 10,980.00	
6	RSW - VCB Information Desk Revisions					\$ 24,140.00		\$ 24,140.00	\$ 24,140.00	
7	RSW - Room Numbering				\$ 11,039.00	\$ 17,945.00		\$ 28,984.00	\$ 28,984.00	
8	RSW - Overpass Signage				\$ 15,757.00		\$ 15,757.00	\$ 15,757.00	\$ 15,757.00	
9	RSW - BHS Improvements Precon				\$ 38,958.00		\$ 38,958.00	\$ 38,958.00	\$ 38,958.00	
10	RSW - Skyplex Tenant Site Pad Ready Estimating				\$ 1,261.00		\$ 1,261.00	\$ 1,261.00	\$ 1,261.00	
11	RSW - Information Desks				\$ 3,302.00	\$ 36,425.00	\$ 39,727.00	\$ 39,727.00	\$ 39,727.00	
12	RSW - FIS Technoogy Upgrade			\$ 3,235,838.00	\$ 895,661.00	\$ 2,340,177.00		\$ 3,235,838.00		\$ 3,235,838.00
CONTRACT TOTALS		\$ 171,319.98	\$ -	\$ 3,235,838.00	\$ 1,070,003.98	\$ 2,571,570.00	\$ 95,703.00	\$ 3,641,573.98	\$ 405,735.98	\$ 3,235,838.00

*Board-approved Level 4 - \$100,000 3/9/2023

CONTRACT AMENDMENT FOR CONSTRUCTION MANAGER SERVICES

PHASE 2 – CONSTRUCTION SERVICES

Federal Inspection Station (FIS) Technology Upgrades at Southwest Florida International Airport

This is an Amendment to the Professional Services Agreement (" Agreement") dated March 9, 2023 is made and entered into by and between the Lee County Authority ("Authority" or "Owner") and Gulfpoint Construction Company, Inc. ("Construction Manager" or "CM"), collectively, the "Parties".

RECITALS

WHEREAS, the Authority desired to provide Federal Inspection Station (FIS) Technology Upgrades (the "Project") at the Southwest Florida International Airport ("RSW"); and,

WHEREAS, the CM and the Authority have entered into a Construction Manager Agreement as referenced herein; and,

WHEREAS, the CM and the Authority have completed Pre-Construction Services for the Project; and,

WHEREAS, Article 10 – Compensation and Method of Payment of the Construction Manager Agreement provides that individual Tasks and associated costs for construction will be established in a separate amendment to the Agreement; and,

WHEREAS, Part A of the Agreement provide General Conditions for the construction phase of all projects under this Agreement, unless amended with Special Conditions that are project specific; and,

WHEREAS, Special Conditions specific to each individual Project and Task may be issued through an amendment to this Agreement; and,

WHEREAS, the specific scope of services to be provided for this Project, along with cost, budget and schedule information, is included in the attached Project Information Sheet and Scope of Work; and,

WHEREAS, except as is specifically amended or modified herein, all of the terms and conditions of the Agreement for the Project are hereby ratified and confirmed, and shall remain in full force and effect.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledge, the Authority and the CM, intending to be legally bound, covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein as if set forth below.
2. **CM's Compensation.** The Parties hereby agree that the CM fee for Construction Services shall be **\$895,661.**
3. **Establishment of Guaranteed Maximum Price (GMP).** The Parties hereby agree that the GMP (also referred to as the Lump Sum fee) for construction of the Project shall be **\$3,235,838.** In no event shall the cost of the construction of the Project and the CM's Fee exceed the GMP, unless adjusted by any Authority approved Contract Amendments.
4. **Establishment of Period of Construction.** The Parties hereby agree that the:

Owner, A&E and CM expect and believe that the period of construction or construction phase for the Project shall be as depicted on the attached Project Information Sheet. No work shall take place under this Amendment until the date specified in the Construction Phase notice to proceed Task Authorization.
5. **Liquidated Damages.** The Parties hereby agree that the amount of Liquidated Damages the CM shall be assessed is depicted on the attached Project Information Sheet.
6. **Contract Documents.** The Construction Manager shall perform the services for the amount stated above in strict accordance with the following documents, all of which are attached and incorporated by reference:
 - a. Dated 01/14/2025 establishing the GMP and Schedule of Values
 - b. Construction Plans prepared by Infrastructure Consulting and Engineering dated 11/13/2024
 - c. Construction Specifications prepared by Infrastructure Consulting and Engineering dated 11/13/2024
 - d. Project Manual prepared by CM dated 12/11/2024
 - e. Project Information Sheet
7. **Effective Date.** This Amendment shall become effective on the date it is approved by the Lee County Board of Port Commissioners.

PROJECT INFORMATION SHEET

Project Name:

Federal Inspection Station (FIS) Technology Upgrades at Southwest Florida
International Airport

Project Description:

This project at the Southwest Florida International Airport is for the U.S. Customs and Border Protection (CBP) facility at their Federal Inspection Station (FIS). This project is designed to upgrade the technology for the FIS, while also renovating to allow for the space to become more functional, efficient, and up to date. This project will include demolition of the existing technology, installation and testing of a new Video Surveillance System (VSS), procurement installation, and programming of a new VSS Host Server, a new One-Way Glazed Storefront System, the renovation and build out of the detention suite, relocation of the Ag Lab, rerouting of plumbing, new access control system, installation of a new intrusion detection system, converting the outbound interview rooms, securing the secondary exit, and a new secondary processing podium.

Base Bid Description:

The base bid includes all the work described in the above project description and as shown on the project drawings. All bidders are requested to hold their bid prices for 120 days after the date bids are due.

Contract Time:

From the date of issuance of Notice to Proceed (NTP) to project substantial completion = **180 Calendar Days**

From the date of substantial completion to project final completion = **30 calendar days**

Liquidated Damages:

a) \$500 per day for Contractor's failure to achieve substantial completion by the specified contract time; b) \$500 per day for Contractor's failure to achieve final completion by the specified contract time. All damages are additive.

Required Insurance Coverage not less than:

General Liability:	\$3,000,000
Pollution Liability:	\$2,000,000
Workers Compensation and Employer's Liability:	\$1,000,000/\$1,000,000/\$1,000,000
Automobile:	\$1,000,000

The Lee County Port Authority shall be named as an Additional Insured on all policies (except Worker's Compensation). The Operator's insurance will be primary and noncontributory and shall include a waiver of subrogation by both the Operator and its insurers in favor of the Authority on all policies (including General Liability, Auto Liability and the Worker's Compensation policy as well as any umbrella or excess policy coverage).

Warranty Period:

One (1) year from date that Certificate of Substantial Completion is issued.

W/MBE Participation Goals are established for each trade package under this contract.

SCOPE OF WORK

OBJECTIVE

To provide Construction Management services in accordance with the Professional Services Agreement during construction phase activities for 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 Authority time guidelines

I. DESCRIPTION

The CM will provide for the necessary construction management and related survey and layout, and testing services; as well as enter into subcontractor agreements as needed for the planned construction and installation of the project,

II. BASIC SERVICES

Coordination:

(a) The CM shall accept the relationship of trust and confidence established with the Authority as outlined in the Agreement and covenants with the Authority to furnish the CM's reasonable skill and judgement and to cooperate with the A&E in furthering the interests of the Authority.

The CM 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 Authority. The Authority shall endeavor to promote harmony and cooperation among the Authority, Architect/Engineer of Record (A&E), CM and other persons or entities employed by the Authority for the Project. The CM will assist the Authority and the A&E as required for the timely successful completion of the project.

(b) As requested by A/E or Subcontractor(s), the CM shall assist in obtaining additional information from the Authority, when such information is required at the job site for proper execution of the work.

(c) The CM shall be required to work cooperatively with the Authority's A/E and Construction Administrator during the duration of construction.

(d) The CM shall recommend and justify to the Authority any extensions of contract time.

Construction Management:

- (a) The CM shall schedule and conduct a pre-construction conference.
- (b) The CM shall coordinate with the Authority to establish the date of the Notice-to-Proceed.
- (c) The CM shall assign a specific on-site Project Superintendent who will:
 - Direct day-to-day on-site supervision of field labor forces including superintendents, subcontractors and other construction related personnel.
 - Assist project manager in the supervision and responsibility of the total construction effort in accordance with design, budget, quality and schedule.
 - Assist with providing technical assistance (interpretation of drawings, recommendation of construction methods and equipment, etc.).
 - Review and approve subcontractor payment applications in conjunction with the project engineer and project manager.
 - Communicate and enforce safety and health management program.
 - Monitor costs, including labor time and material.
 - Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion.
 - Ensure that subcontractors are fully executing and complying with their contracted scope of work.
 - Ensure that subcontractors are properly trained in working within a controlled airport environment and that they comply with all safety rules.
 - Issue notices of non-compliance to subcontractors in regard to quality of work or scheduling.
 - Ensure that the job site area is always kept in a clean and organized manner.
 - Perform job progress and completion punch list identification and completion.
 - Provide, monitor, oversee forces necessary to maintain a safe and properly controlled work area at the airport
 - Oversee the installation of all necessary environmental controls as necessary and as designated in the contract documents.
 - Coordination and communication with the Authority's staff.
- (d) The CM shall assign a specific Project Manager to the project whom with necessary support from within the CM organization, will provide all necessary project management services for the project.
 - Provide continuous construction management services throughout the construction duration.
 - Provide management services of all work, materials, and tests.
 - Substantial and Final completion inspections.
 - Provide scheduling services and take all necessary steps to ensure the project milestone requirements are met.
 - Prepare and process payment requests for approval in accordance with project specific requirements of the Authority.
 - When requested, coordinate ordering and delivery of Authority supplied materials or equipment.
 - Report to A/E and the 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.

- The CM will notify the 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 Authority for comments and/or approval.
- Prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variance form.
- 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 to the Subcontractor.
- In accordance with Authority approved policies and procedures, the CM shall receive and evaluate requests for proposed Contract Amendments; advise the Authority of the impact of potential changes on Project Costs and schedules; make recommendations regarding Contract Amendment dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Contract Amendments.
- The CM shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Contract Amendments (CA's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM and Authority.
- The CM shall and advise Authority of potential consequential delays to overall schedule.
- The CM shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with Authority procedures.
- The CM shall review and certify monthly and / or bi-monthly DBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and Authority project percent goals.
- Based on observation of the CM, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM 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 Authority procedures.
- The CM shall receive, check for accuracy, and submit to the Authority all releases of liens and claims required of Subcontractor(s).
The CM shall recommend to the Authority any partial or complete default action as necessary against the Subcontractor(s) and assist the Authority in determining the amounts due under default statements.

Safety:

The CM will review the safety requirements (AC 150/5370-2G) outlined within the Contract Documents, specifically those that address "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 AC 150/5370-2G 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 shall notify the Authority and implement remediation to cure the unsafe condition.

Substantial Completion:

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

- (a) The CM will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the Authority Punch list. The CM shall examine Authority Punch List and determine what are the actual obligations based on the contract requirements.
- (b) For 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. The CM will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of Authority Punch list) to necessary subcontractors for corrective action with copies to all parties.
- (c) Upon correction of the deficiencies, the CM shall accept a written request by the Subcontractor(s) 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 approved, shall advise the Authority, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The 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 Authority.
- (b) Perform post construction administrative project close-out procedures.
- (c) Prepare final project accounting and reporting to the Authority as required.
- (d) Assist in the transfer of the project to the Authority and the delivery of all Authority closeout documentation including As-Builts, warranties and guarantees.

CM FEE SUMMARY

Lump Sum Price: The sum of the cost of the CM Fee and sub-consultants is subject to additions and deductions by contract amendments as provided in the Contract Documents.

Such lump sum is referred to in the Contract Documents as the Lump Sum Price. Costs which would cause the Lump Sum Price to be exceeded by no fault of the Authority shall be paid by the CM without reimbursement by the Authority.

For the purpose of this agreement, Contract amendment shall be used to reflect a contractual change to the contract time, dollars or scope.

For the purpose of this agreement, Contract amendments serve to amend the contract, Task Authorizations for Contract amendments will be required in order to authorize contracted work to begin.

The Lump Sum Price shall be comprised of the following four (4) components:

- Subcontractor Costs: the total amount proposed by the selected successful bidders as part of the competitive marketplace bidding for the work, and as selected in consultation with the Authority and A/E.
- CM Management Fee: the cost of professional services including labor for both Field & Office Based Personnel performing construction management activities and other contract administration tasks performed by the CM
- CM General Conditions Fee: the cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. Also includes costs for insurance, permits and bonds
- CM Subconsultant Cost: Direct costs for subconsultant work including Survey & Layout along with Materials Testing

Included within the Lump Sum fee is the cost of all meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses. Billing of the Lump Sum Price is to be based on a monthly percentage of work complete proportional with the CM professional services scope of work, and its respective total lump sum fee; Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract Amendment work.

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

Subcontractors Costs	\$2,340,177
General Conditions Costs	
Non-Personnel Costs	\$ 591,955
Superintendent/Personnel Costs	<u>\$ 303,706</u>
Total Lump Sum (GMP)	\$3,235,838