

Vendor No. 112039

Contract No. 9559

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 22-36 Design Manager Services
RSW - Public Safety Building
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 with the 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 – Design Manager for Public Safety Building – Construction Administration Services

(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: | | |

(2) Method of Negotiating Price of Work

- | | |
|---|----------------------|
| X | 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.

Schenkel & Shultz, Inc. Acceptance DocuSigned by:

Gary Krueger

Gary Krueger

1/31/2025

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FDOT: N/A
FDOT Representative

FAA: N/A
FAA Representative

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

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. 3**

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
Low Voltage	Spectrum Haven 4400 N. Federal Hwy. #210-42 Boca Raton, FL 33431	\$30,433.00	Yes	\$30,433.00
Civil Engineering	Bowman 6200 Whiskey Creek Drive Ft. Myers, FL 33919	\$29,960.00	No	
Landscaping	Urban Green Studio PO Box 111841 Naples, FL 34108	\$5,170.00	Yes	\$5,170.00
Structural	TRC Worldwide Engineering 11926 Fairway Lakes Dr. Ft. Myers, FL 33913	\$20,665.00	No	
MEP/FP	CMTA/OCI 9728 Commerce Ctr. Ct. Ft. Myers, FL 33908	\$47,670.00	No	

Shenkel & Shultz

Contract Amendment 3

1/31/2025

Task 3

		Board Approved Contract Amount	This Contract Adjustment	CA Issued \$100,000 Level Maximum \$1,000,000 FY 22-23	CA Issued \$100,000 Level Maximum \$1,000,000 FY 24-25	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Conceptual Refinement			\$ 44,000.00		\$ 44,000.00	\$ 44,000.00		
2	Design, Construction Documents, and Bidding/Permitting	\$ 1,052,904.00				\$ 1,052,904.00	\$ 1,048,504.00		\$ 4,400.00
3	RSW Public Safety Building - CA Services		\$ 282,898.00			\$ 282,898.00		\$ 282,898.00	
CONTRACT TOTALS		\$ 1,052,904.00	\$ 282,898.00	\$ 44,000.00	\$ -	\$ 1,379,802.00	\$ 1,092,504.00	\$ 282,898.00	\$ 4,400.00

Board-approved Level 4 - \$100,000 11/3/2022

RSW Public Safety Building –
Construction Administration Services
01/15/2025

Schenkel Shultz Architecture appreciates the opportunity to submit our Scope and Fee Proposal for Professional Architectural and Engineering Services for the construction phase related to the above referenced Project. The proposal herein is based upon the terms and conditions of the LCPA Professional Services Agreement, LOQ 22-36. The Scope of Work, Schedule and Compensation for the project is as described below.

GENERAL PROJECT DESCRIPTION

The Lee County Port Authority desires to construct a new Public Safety Building at Southwest Florida International Airport to primarily accommodate the Airport Police Department (APD), with supplemental accommodations for the Authority's Airport Emergency Operations Center (AEOC) and Airport Incident Command Center (AirComm) as emergency operational support for the Airport and the Badging Office.

The proposed improvements are being completed as a single project. Delivery method will be by General Contractor in conjunction with a Construction Manager Agent representing the Airport Authority. The concept refinement, design and construction document tasks have been completed. The project is presently being bid, with bids due January 15, 2025. Building and Site Permitting is also in process at this time. The scope defined herein relates to A/E construction administration services based upon the information and approvals previously received and documented. The construction administration services include work as it relates to drawings and specifications describing the construction scope including, but not limited to, the following components:

- ☐ Building shell with primary functions on the first level and a second level for mechanical equipment.
- ☐ Interior improvements related to administrative and operational functions of the Airport Police Department.
- ☐ Training classroom to also serve as the Authority's Airport Emergency Operations Center as necessary to provide support.
- ☐ Supplemental support for the Airport Incident Command Center located within the Terminal Building.
- ☐ Site improvements including parking for the public and APD (some covered), outdoor break area for the facility users and a mechanical equipment yard.
- ☐ Furnishings and equipment as specified.

OVERVIEW OF SCOPE OF WORK

Provide professional services relative to the Project construction necessary to construct the facility as described herein. Key sub-tasks associated with providing the work necessary to achieve the final implementation of the project include the following phases:

1.0 MEETINGS

- 1.1 Pre-Construction Meeting: A/E attendance at the pre-construction meeting as scheduled and conducted by the CM Agent. The meeting is intended to review general administrative procedures of the contract, review technical requirements, the trade contractor submittal process, project schedule and other items as defined in the Contract Documents.
- 1.2 Owner/Architect/ CM-GC Meetings: Attend OAC co-ordination meetings, anticipated to Be held weekly.
- 1.3 Meetings with the user group(s): Arrange for and/or attend miscellaneous coordination meetings on an as needed basis with the APD and the Airport Authority.
- 1.4 Co-ordination with the LCPA: Attend miscellaneous meetings with the LCPA staff on an as needed basis regarding schedule, modifications and/or clarification relative to the Project construction.
- 1.5 DERT meetings: Attend miscellaneous DERT meetings as required to clarify agenda items.

2.0 PERMITTING

- 2.1 Permit Revisions: Prepare documents and electronically submit same to the Lee County Development Division for potential building permit modifications during construction.

3.0 DOCUMENTATION

- 3.1 Submittal Review: A/E review of the trade contractor submittals relative to products and systems proposed to be installed per the Construction Documents.
- 3.2 RFI Response: A/E clarification of the GC requests for information regarding products and systems intended to be installed per the Construction Documents.
- 3.3 Pay Application Review: A/E review of the GC monthly payment application and letter of recommendation of the same. When recommending payment, the A/E is only representing that there have been visual checks on items installed in the field.
- 3.4 Change Orders: Preparation of change order (a.k.a. Notice of Variance) documentation as required or requested to provide any required revisions or supplemental construction documentation during the construction. Review of GC pricing of same and subsequent recommendation as to acceptance or rejection by the Owner.
- 3.5 Conformed Documents: A/E preparation of conformed drawings and specifications based upon modifications regarding the bidding and county permit review.
- 3.6 Close-out Documents: Review on behalf of the Owner of the CM/GC close out documents as submitted at the completion of the project relative to the Owner Manuals, Warranties and Record Drawings.
- 3.7 Internal Scheduling: Schenkel Shultz internal staff management regarding scheduling and project accounting/bookkeeping with respect to personal and project representation.

4.0 INSPECTIONS

- 4.1 Site Inspections: A/E inspections based upon project phasing of individual areas associated with the construction on an as needed basis to deliver the associated components to the Authority in accordance with the Construction Documents.

Inspections are intended to provide a general observation of the work based upon the A/E's professional judgements and general conformance with the Construction Documents.

- 4.2 Substantial Completion/Punch List: Based upon phased site inspections, determination of the level of completeness relative to the project requirements and any remediation determined to be necessary prior to final acceptance of the project with the appropriate documentation.
- 4.3 Final Inspection: An overall review of the project with respect to the phased substantial completion and the recommendation to the Authority that the project has been constructed per the Construction Documents and meets the intent of the Authority.

COMPENSATION FOR SERVICES – PER ATTACHED EXHIBIT

Breakdown of Professional Fees by discipline as shown below:

\$149,000.00	Architectural – Schenkel Shultz
\$ 47,670.00	MEP/FP – OCI/CMTA
\$ 20,665.00	Structural – TRC Worldwide Engineering
\$ 29,960.00	Civil - Bowman
\$ 5,170.00	Landscape – Urban Green Studio
\$ 30,433.00	Low Voltage – Spectrum Haven

\$282,898.00 Total Lump Sum Professional Fee

SCHEDULE FOR SERVICES

Construction to Substantial Completion	365 Calendar Days
Final Completion/Close-out	30 Calendar Days

EXPENSES

Expenses shall be in accordance with the LCPA Professional Services Agreement for this project. Estimated expenses per the attached Exhibit shall be included within the consultant labor services as outlined above and shall be included within the lump sum fee cost at the value indicated on the attached exhibit.

ASSUMPTIONS

1. Design and specifications relative to communication (voice/data), flight information and security systems are believed to be consistent with the Authority's existing systems and designed as an extension of those systems.
2. Optional Additional Services Fees per the Design/Document Scope are still available if desired by the Owner. Specifically:
 - ☐ Fundamental commissioning.
 - ☐ Security upgrades of the Aircomm and ID Badging areas.

ADDITIONAL SERVICES

Services desired beyond those as enumerated herein will be considered as additional services to the professional services fees submitted herein. Including but not limited to the following:

- ☐ Owner requested drawing and/or design changes from those currently represented within the previously approved drawings and specifications for bid and permit, including post-bid value engineering.
- ☐ Contractor submittal review beyond initial review and one re-submission of shop drawings and product data.
- ☐ Budget estimates.
- ☐ Development of As-Built or Record documentation.
- ☐ Construction Administration services beyond the schedule for services noted herein.

CC: Leandro Goicoechea/LCPA
Dan Laggan/SchenkelShultz
Iris Zayas/SchenkelShultz