

CA No. 1

Vendor No. 456851

Contract No. 10054

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

**LEE COUNTY PORT AUTHORITY**

**LOQ 24-04 Construction Manager/General Contractor Services for Southwest Florida International Airport (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 – Public Safety Building Preconstruction 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**

- \_\_\_\_\_ 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.

Halfacre Construction CM-GC ACCEPTANCE

DocuSigned by:  
  
 2/5/2024  
 Jack Cox  
 21E8047C67354AA...

FDOT: \_\_\_\_\_ N/A \_\_\_\_\_ FAA: \_\_\_\_\_ N/A \_\_\_\_\_  
 FDOT Representative FDOT Representative FAA 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. 1**

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
Estimating Services	&Estimate 6100 Oak Tree Blvd. #200 Independence, OH 44131	\$35,700.00	No	

Halfacre Construction  
 Contract No. 10054

CM-GC Public Safety Building

Contract Amendment 1		Board Approved Contract <u>Amount</u>	Total Project Budget <u>Adjustments</u>	This Contract <u>Adjustment</u>	CA Issued \$100,000 Level Maximum \$1,000,000 <u>FY 23-24</u>	Current Contract <u>Value</u>	TAs <u>Issued</u>	Pending TAs
#	Task							
1	Pre-construction Services			\$119,804.00		\$119,804.00		\$119,804.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
<b>Subtotal</b>		\$0.00	\$0.00	\$119,804.00	\$0.00	\$119,804.00	\$0.00	\$119,804.00

**Southwest Florida International Airport**  
**RSW – Public Safety Building**  
**Pre-Construction Scope of Services**

**OBJECTIVE**

The objective shall be to assist the Port Authority and the design consultant in the timely delivery and successful completion of design and preconstruction related services necessary to initiate construction of the Southwest Florida International Airport (RSW) – Public Safety Building project. The overriding objective of the CONSULTANT is to assist the Port Authority and the design consultant in keeping this project on schedule, under budget and fully coordinated with all parties.

**DESCRIPTION**

The anticipated Scope of construction work is based on information provided by the Port Authority in the form of Letters of Qualifications LOQ 24-04MSC and 30% Design Documents and OCI MEP Narrative provide by the Design Consultant Schenkel Shultz.

The Authority desires to construct an approximate 15-17,000 square foot building to primarily house airport police administration and operations, as well as provide small redundant secondary space for the airport ID office and airport communications dispatch. Project sitework will be conducted in the form full site preparation, parking lot, drop off areas etc. at the north west corner of Air Cargo Lane and the Airport Service Road.

The scope of this project is to provide Lee County Port Authority outsourced procurement, general condition/construction contract management and construction management services (referred to in the basic agreement as Construction Manager / General Contractor).

During the Design and bidder solicitation phase activities, the CM / GC will lend its construction expertise to the Project Team potentially comprised of the Port Authority retained Architect/Engineer (A/E) and its subconsultants, as well as Port Authority staff.

**BASIC SERVICES**

During the pre-construction phase activities, the CM/CG will lend its construction expertise to the Project Team comprised of the Port Authority, retained Architect/Engineer (A/E) and its sub consultants, as well as Port Authority staff.

The CM/CG will provide estimating review, constructability review and analysis, construction activity planning including participation in phasing plan development, complete project pricing services, provide for the necessary construction management and prepare to enter into subcontractor agreements as needed for the planned construction..

**Task 1 – Design Support Activities include but are not limited to:**

- a. Attendance at all design meetings and/or work group meetings with Design Team or required consultants.

- b. Attend all Port Authority Port Board and Airport Special Management Committee meetings in which items of business pertinent to the project are presented.
- c. Conduct Site investigation.
- d. Provide review of consultants estimate at 60% & 90% 100% plans.
- e. Provide construction estimate with bidding consultant at 60% & 90% 100% plans
- f. Provide constructability reviews to affect adherence to budget requirements and investigate improvements through design modifications.
- g. Review schedule requirements of any items inconsistent or could jeopardize planned completion date or schedule or project budget.
- h. Provide VE value engineering services as appropriate.
- i. Provide recommendations of the timing of the release of drawings and/or specifications that may affect such factors as long lead items, price increases and recommend fast track approaches or early award packages for certain project elements.
- j. Provide A/E a detailed Construction Activity Schedule @ 100% for publication with final plans and specifications to be utilized during the bidding phase.
- k. Review all design documents for compliance with applicable laws, rules, codes, design standards, and ordinances. Utilize expertise to identify possible code issues within the documents.

**Task 2 – Bid Management Services include but are not limited to:**

- a. Prepare scope of work required for bid packages for subcontractors bidding for the project.
- b. Prepare bid list and solicit trade bids for the work.
- c. Prepare Request for Bid (RFB) document. Technical specifications will be provided by LCPA Design Consultant.
- d. Prepare or conduct minimum bid advertising requirements.
- e. Conduct a pre-bid meeting on-site with the LCPA, Design Consultant, and potential bidders to discuss technical specifications, overall schedule, and the Project Team's expectations prior to the receipt of bids. In coordination with the Design Consultant, respond in the form of an addendum, to questions raised during the pre-bid meeting.
- f. Discuss and incorporate WMBE/DBE goals with Julio Rodriguez.
- g. Identify quantities of plans and specifications needed for effective bidder use and Port Authority requirements.
- h. Establishment of bid times and manner of receipt of bids.
- i. Bid management.
- j. In accordance with the bid package, receive sealed bids.
- k. Receive/Assemble and Evaluation of Quotes – select lowest responsive bidder.
- l. Subsequent to receipt of bids, hold public bid opening meeting, review all bids received, and prepare a bid tabulation of all bids received for the bid area.
- m. Coordinate with the Project Team to review bids received and finalize selections. The Project Team will evaluate and analyze the bids in which any areas of discrepancy will be addressed with the particular subcontractor bidder prior to final selection.
- n. After bidding, CM/GC will provide a letter stating that:
  - a. All bid management activities have been performed in accordance with the Basic Scope of Services;
  - b. All procurement has been performed in accordance with applicable federal, state and local procurements regulations;
  - c. CM/GC will award subcontracts based on low bids through the competitive bidding process; and

- d. CM/CG acknowledges its responsibility as the CM/GC to comply with and provide the Port Authority with a written record of the procurement process in accordance with local, state and federal regulations.
- o. Based on bids received, the CM/GC will provide a Project Final Price proposal. The Project Final Price will include the sum of all construction work and the negotiated services necessary to successfully complete the bid area.

**FEE**

The fee for pre-construction services

**Total Lump Sum Amount** **\$ 119,804**

Included within the professional services fee is the cost of all travel within 60 miles of RSW, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the professional services fee is to be based on a monthly percent complete proportional with the scope of work and its respective total lump sum fee.