

CA No. 6

Vendor No. 481714

Contract No. 9762

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 23-02 Construction Manager for the Southwest Florida International Airport
Terminal Expansion Phase II – Gates Expansion

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 Terminal Expansion II – Gates Expansion – Concourse D Gate Reconfigurations

(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:

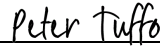
- ____ Consultant/Contractor Records
____ Cost plus fixed fee
____ Force Account

(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.

SUFFOLK CONSTRUCTION COMPANY, INC. _____ C/M ACCEPTANCE

Peter Tuffo



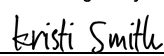
2/7/2024

73EAB87E947B461...

441981-1-94-01 & 441981-1-94-02

DocuSigned by:

FDOT:



2/8/2024

FAA:

N/A

358572051DDE4C5
FDOT Representative

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 INFORMATIONCA No. 6

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
Demo & Erosion Controls	N&P Construction 1405 Allendale Road West Palm Beach, FL	\$1,360,000.00	Yes	\$1,360,000.00
Concrete	Baker Concrete Construction 5555 Angler's Ave. #1a Fort Lauderdale, FL	\$884,000.00	Yes	\$52,000.00
Steel	Mid State Metals 2536 Hansrob Rd. Orlando, FL	\$39,663.00	No	
Metals, Carpets, Doors, Signage	Structures Development Group 8265 San Carlos Blvd. Fort Myers, FL	\$527,203.00	Yes	\$527,203.00
Drywall, Carpentry, Ceiling Tile	AA Stucco & Drywall 6200 Shirley St. #201 Naples, FL	\$446,120.00	Yes	\$28,576.00
Joint Sealants, Painting	Percopo Coatings Co. 1609 Cherrywood Lane Longwood, FL	\$19,498.00	Yes	\$19,498.00
Windows/Curtainwall	NR Group Inc. 4348 Westroads Dr. Riviera Beach, FL	\$11,950.00	Yes	\$11,950.00
PPB Relocation	Aero Bridgeworks 2700 Delk Rd. #150 Marietta, GA	\$204,455.00	No	
Plumbing, HVAC	B&I Contractors 2701 Prince Street Fort Myers, FL	\$282,500.00	Yes	\$17,500.00
Electrical	NCN Electric 261 Blue Juniper Blvd. Venice, FL	\$840,000.00	No	
Earthwork, Fueling Systems	Cherokee Enterprise, Inc. 12981 NW 113 th Ct. Medley, FL	\$905,000.00	Yes	\$905,000.00

Piles	Keller North America 6850 Benjamin Road Tampa, FL	\$90,000.00	No	
Mobilization	The Middlesex Corp. One Speectacle Pond Rd. Littleton, MA	299,906.00	No	
Utility Work	Crisdel Group, Inc. 8985 Palm River Rd. Tampa, FL	\$53,191.00	No	

CA 6		Board Approved Contract <u>Amount</u>	This Contract <u>Adjustment</u>	CA Issued Maximum \$1,000,000 <u>FY 22-23</u>	Current Contract <u>Value</u>	TAs <u>Issued</u>	Pending TAs	Remaining Contract <u>Balance</u>
<u>Task #</u>								
1	Preconstruction Services	\$ 2,136,501.00	\$ -	\$ -	\$ 2,136,501.00	\$ 2,136,501.00	\$ -	\$ -
2	Preconstruction Services (post 75% to 100% design)	\$ 616,271.00	\$ -	\$ -	\$ 616,271.00	\$ -	\$ -	\$ -
3	Preconstruction Bidding Services	\$ -	\$ -	\$ 52,254.00	\$ 52,254.00	\$ 52,254.00	\$ -	\$ -
4	Concourse D Gate Reconfigurations CM/GC Services	\$ -	\$ 9,367,126.00	\$ -	\$ 9,367,126.00	\$ -	\$ 9,367,126.00	\$ -
CONTRACT TOTALS		\$ 2,752,772.00	\$ 9,367,126.00	\$ 52,254.00	\$ 12,172,152.00	\$ 2,188,755.00	\$ 9,367,126.00	\$ -

RSW Terminal Expansion Phase 2 - Concourse D Gate Reconfigurations CM/GC Services.

I. Construction Manager/General Contractor Scope of Services

The objective of the CM/GC services under this task authorization is to assist the Port Authority and the design consultants to provide for the timely and successful completion of all construction elements required for the Southwest Florida International Airport (RSW) – Concourse D Gate Reconfigurations (D2 and D4 gates) associated with the Terminal Expansion Phase II Project. More specifically, the overriding objective of (Suffolk Construction Company, Inc.) as the CM/GC is to subcontract and manage the work for the Lee County Port Authority and the design consultants in keeping this project on schedule, within the prescribed budget and fully coordinated with all airlines, airport operations and other parties.

The Construction Phase Contract Documents for this project includes:

- The Board-approved Basic Agreement between the LCPA and the CM/GC
- The General Conditions and Special Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below to include:
 - Project Information Sheet and all project manual bid documents
- All Bid Addendums issued (#1 thru #3)
 - Addendum #1 Issued 11.29.2023
 - Addendum #2 Issued 12.06.2023
 - Addendum #3 Issued 12.15.2023
- All Bid Clarifications issued (Included in Addendum #3 Issued 12.15.2023)
- Drawings and specifications issued by (Atkins Realis) dated 11/01/2023.
- (Suffolk Construction Company, Inc.) organizational chart – Attached at end of document
- (Suffolk Construction Company, Inc.) “Concourse D Early Work Phasing & Logistics Plan Update” - Attached at end of document.

A) DESCRIPTION

The CM/GC will provide for the necessary construction management as well as enter into subcontractor agreements as needed for the planned construction of the (RSW) – Terminal Expansion Phase 2 Concourse E- Early Work Relocation of Gates D2 & D4) and Project, at the Southwest Florida International Airport (RSW) – Fort Myers, Florida as described in the Contract Documents referenced above.

B) 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 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 local meetings, within 60 miles, 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, which 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 qualified personnel on the job site when any Subcontractor is on-site performing work for the duration of the Contract Base Bid generally described as the period from Notice to Proceed through Substantial Completion. The qualified personnel 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
 - ii.) monitor subcontractor work performance for deficiencies
 - iii.) maintain electronic record copy of all contract documents, change orders and other documentation on-site
- (f) Provide scheduling services and take all necessary steps to ensure that the project milestone requirements are met.
- (g) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (h) Report potential budget and schedule variances to PORT AUTHORITY and take all necessary and appropriate steps to implement a speedy recovery plan.
- (i) When requested, coordinate delivery of Owner-supplied materials or equipment.
- (j) 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 PORT AUTHORITY.
- (k) The CM/GC shall issue to the SUBCONTRACTOR a Notice of Noncompliance for completed work not in conformance with the contract documents and provide copy of such notice to Owner and A/E.
- (l) 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.

- (m) 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.
- (n) In accordance with Contract Documents, 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.
- (o) 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.
- (p) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (q) The CM/GC shall review and certify monthly Payment Requests.
- (r) The CM/GC shall review and certify monthly and/or bi-monthly W/MBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- (s) 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 documents. The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

Safety:

- (a) The CM/GC will review the safety requirements outlined within the Contract Documents, specifically those that address FAA AC 150/5370-2G (or latest version at time of bid packages), "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. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify the PORT AUTHORITY and implement remediation to cure the unsafe condition.
- (b) The CM/GC shall stop or suspend the construction anytime that the CM/GC considers 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 the PORT AUTHORITY representatives and make recommendations on any changes to project phasing.

Substantial Completion:

- (a) When the CM/GC considers the work ready for substantial acceptance, the CM/GC shall advise the A/E, and PORT AUTHORITY, in writing, 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.
- (b) The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.
- (c) For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY and A/E Punch List) to PORT AUTHORITY and A/E..
- (d) Upon correction of the Punch List, the CM/GC shall advise the A/E and PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The CM/GC shall plan, schedule, and lead the final inspection

walk through of the work. Once the PORT AUTHORITY and A/E confirm completion of the Punch List, the PORT AUTHORITY , shall issue written notification of Final Acceptance.

Project Close Out and Final Acceptance:

- (a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY and A/E.
- (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.
- (e) Provide final certification that ALL record drawings, warranties and project-related files have been reviewed by the CM/GC and provided to the Port Authority as required and provided for in the contract and project specifications.

II. ALLOWANCES

The total CM/GC fee includes allowances for unknown exact costs and potential future work as described below. It is understood that these allowances will not be authorized at Notice to Proceed and CM/GC will send necessary requests to LCPA before using these funds.

• Payment and Performance Bond	\$67,000.00
• Building permits / Inspection Fees	\$50,000.00
• Builders Risk insurance	\$90,000.00
• Subconsultants	
○ Survey	\$10,000.00
○ utility Locates	\$10,000.00
○ QC Material Testing	\$120,000.00

III. PROJECT FEE SUMMARY

The CM/GC's Lump Sum Fee for CM/GC Service is **\$9,367,126.00** and is fixed for the scope described herein and for the duration of the Construction Schedule which in this case is 8 months and anticipated to begin on April 1st, 2024.

Task Authorizations will be required in order to authorize contracted work to begin.

The Project Fee shall be comprised of the following six (6) components:

1. Subcontractor Costs: This cost includes the amounts proposed by the selected successful bidders, received from public bid opening, and as selected in consultation with the PORT AUTHORITY and A/E
2. Allowances
3. CM/GC Lump Sum Construction Management Fee (Professional Personnel Costs): The cost of professional services including construction management activities and other contract administration tasks performed by the CM/GC. This includes oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, and coordination with the Port Authority.
4. CM/GC Lump Sum General Requirements Fee (Non-Personnel Costs): The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. This includes costs related to field-based items.

5. CM/GC Permits / Bonds and Insurance Costs: The costs associated with Permits, Payment and Performance Bond; CM/GC General Liability Insurance; CM/GC Builders risk Insurance and AOA Excess Auto Policy. These values are provided as allowances based on percentages, until the value of the Lump Sum Subcontracts are determined, at which time, these fixed and approved percent's for these costs will be applied and the Value of the CM/GC contract will be adjusted up or down accordingly.

Included within the Project cost is the supervision costs necessary for all (Company) personnel needed as per the negotiation sheet, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

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

Subcontractor Costs

TOTAL Subcontractor costs	\$ 5,963,486.00
Allowances - MOT	\$ 959,022.00
Allowances- Fire Sprinkler	\$ 37,250.00
Construction Management Professional Personnel Costs:	\$ 752,360.00
CM/GC General Conditions:	
Non-personnel Costs	\$ 507,596.00
Superintendent and field Personnel Costs	\$ 545,412.00
Permits / Bonds and Insurance Costs:	\$ 462,000.00
Subconsultants costs	\$ 140,000.00

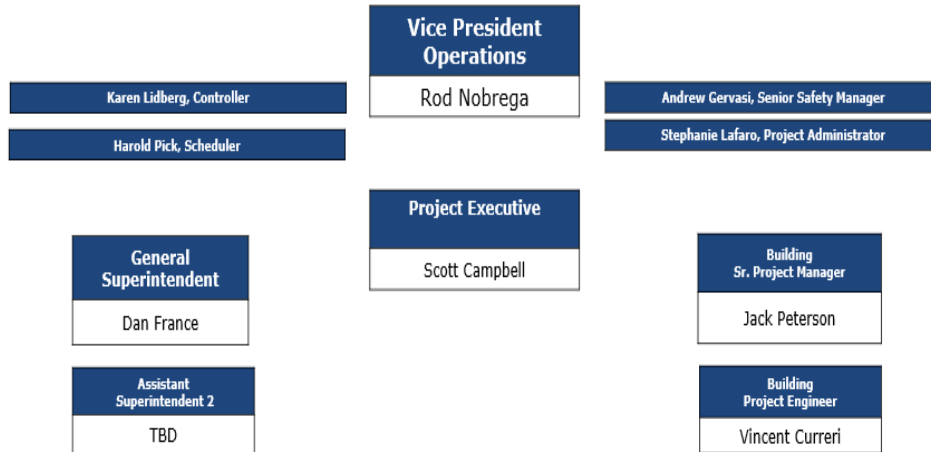
Tasks Total Lump Sum \$ 9,367,126.00

IV. OTHER

The Port Authority has required Builder's Risk Insurance from the CMGC and has elected that any deductibles under the builder's risk policy shall be the responsibility of the Port Authority. This Contract Amendment shall amend and supersede article 11.1.11 of the GMGC General Conditions as it relates to builder's risk policy deductibles for this project.

ATTACHMENT: ORGANIZATIONAL CHART

RSW Terminal Expansion Phase II – Concourse E
Early Work(Relocation of Gates D2 & D4) Staffing Plan



ATTACHMENT: Concourse D Early Work Phasing & Logistics Plan Update

Concourse D Early Work Phasing & Logistics Plan Update

January 16, 2024

Concourse D Early Work Phasing & Logistics Plan Update

NOTICE TO PROCEED APRIL 1, 2024

MOBILIZATION AND TRAILER COMPOUND

4/01/24- 12/1/24



Concourse D Early Work Phasing & Logistics Plan Update

NOTICE TO PROCEED APRIL 1, 2024
DELIVERY ROUTING OVERVIEW
4/01/24- 12/1/24



Concourse D Early Work Phasing & Logistics Plan Update

NOTICE TO PROCEED APRIL 1, 2024
MOBILIZATION 4/26/24-5/9/24
RESTRIPING OF GATE 10- 5/3/24-5/6/24 (GATE 10 OUT OF SERVICE 3 DAYS)



Concourse D Early Work Phasing & Logistics Plan Update

DEMO OF STAIR AND APRON (NO PLANNED GATE CLOSURE)
5/17/24-6/14/24



Concourse D Early Work Phasing & Logistics Plan Update

DEMO OF STAIR AND APRON (NO PLANNED GATE CLOSURE)
5/17/24-6/14/24

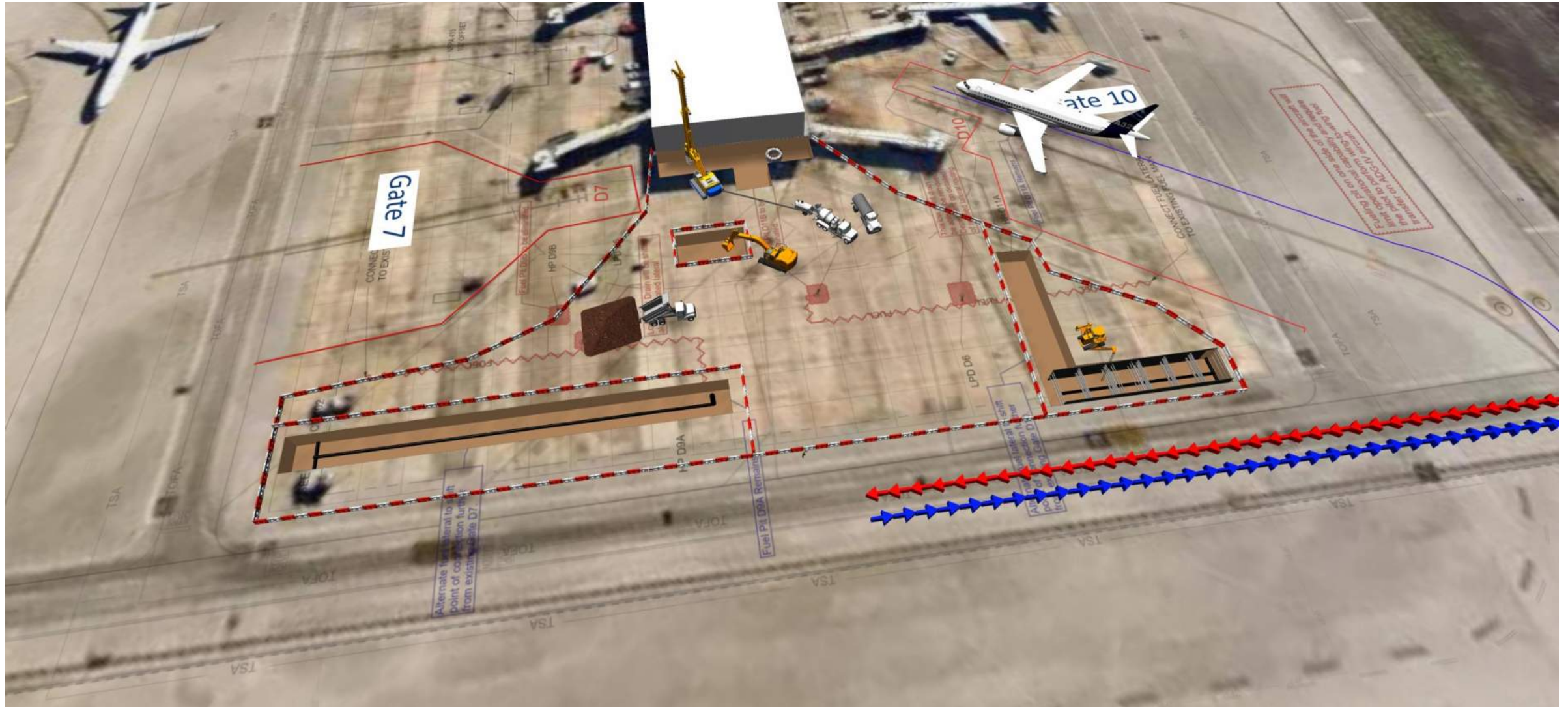


Concourse D Early Work Phasing & Logistics Plan Update

FUEL SYSTEM INSTALL 6/26/24-8/14/24

PILES AND FOUNDATION INSTALL 6/17/24-7/15/24

(NO PLANNED GATE CLOSURE)



Concourse D Early Work Phasing & Logistics Plan Update

APRON RESTORATION
8/15/24-9/30/24

(NO PLANNED GATE CLOSURE)



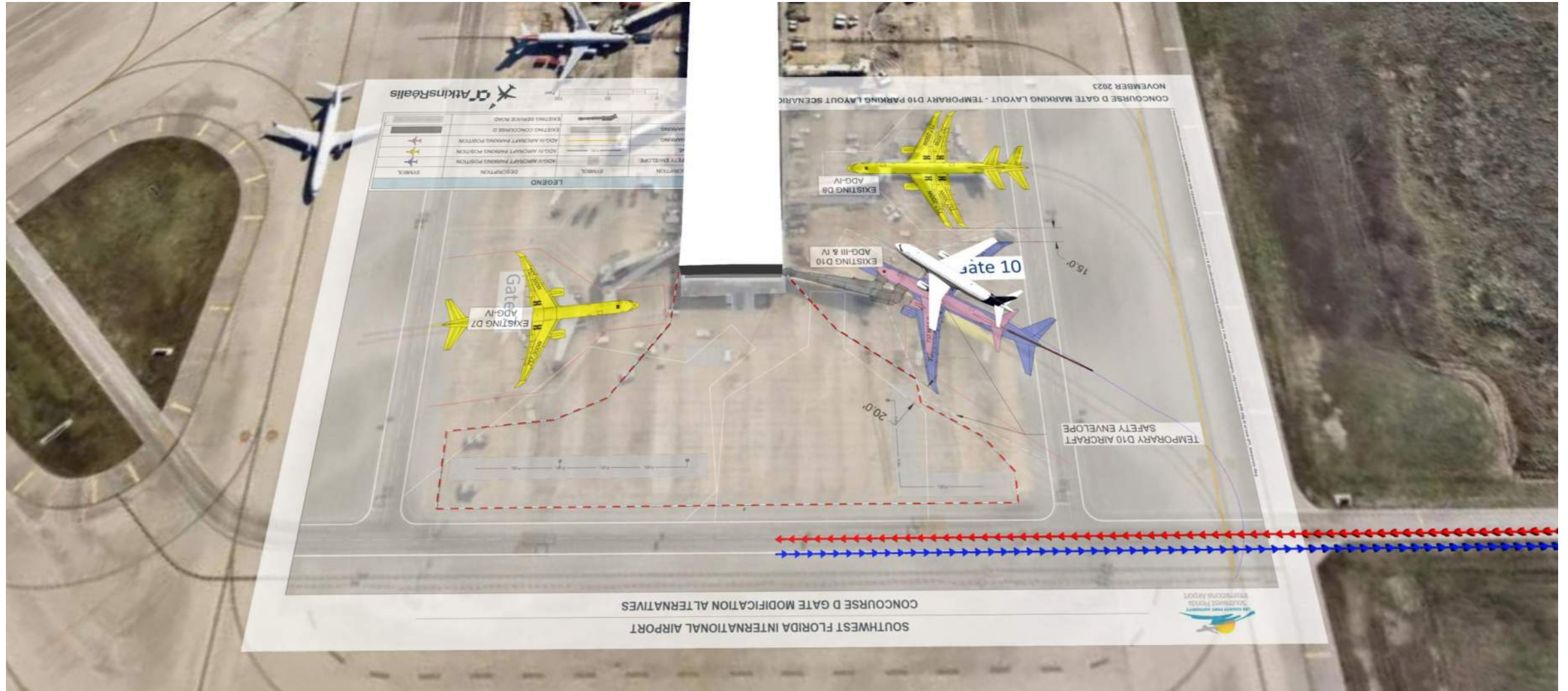
01/16/2024

Concourse D Early Work Phasing & Logistics Plan Update

APRON STRIPING GATES 9&11 10/1/24-10/07/24

APRON STRIPING GATE 10 10/01/24-10/02/24

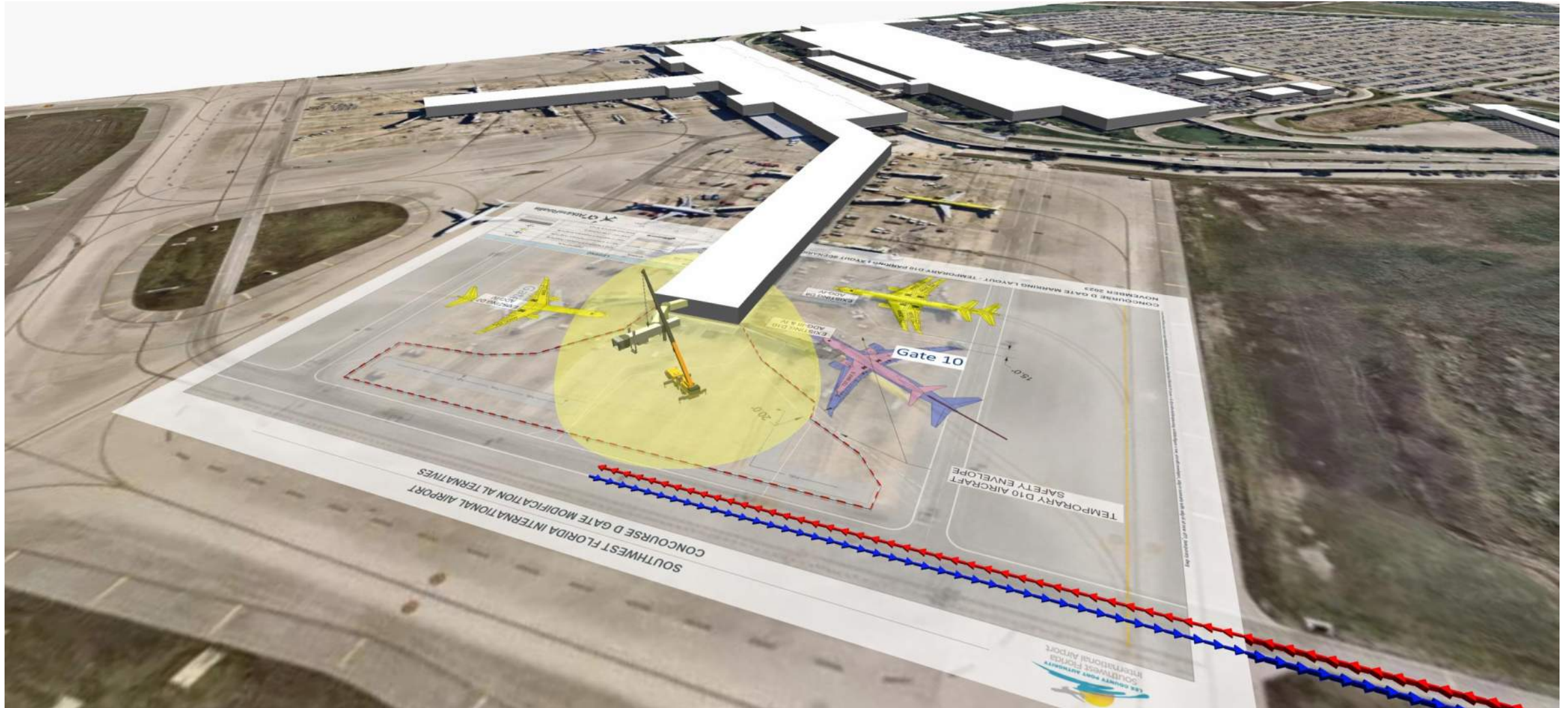
(GATE 10 OUT OF SERVICE 2 DAYS)



Concourse D Early Work Phasing & Logistics Plan Update

PBB RELOCATION AND INSTALL 10/08/24-10/21/24
TEST FIT & RE- CERTIFICATION 10/15/24- 10/28/24

(GATES D2 & D4 OUT OF SERVICE FOR 3 WEEKS BEFORE NEW GATES D9
& D11 BECOME OPERATIONAL)



Concourse D Early Work Phasing & Logistics Plan Update

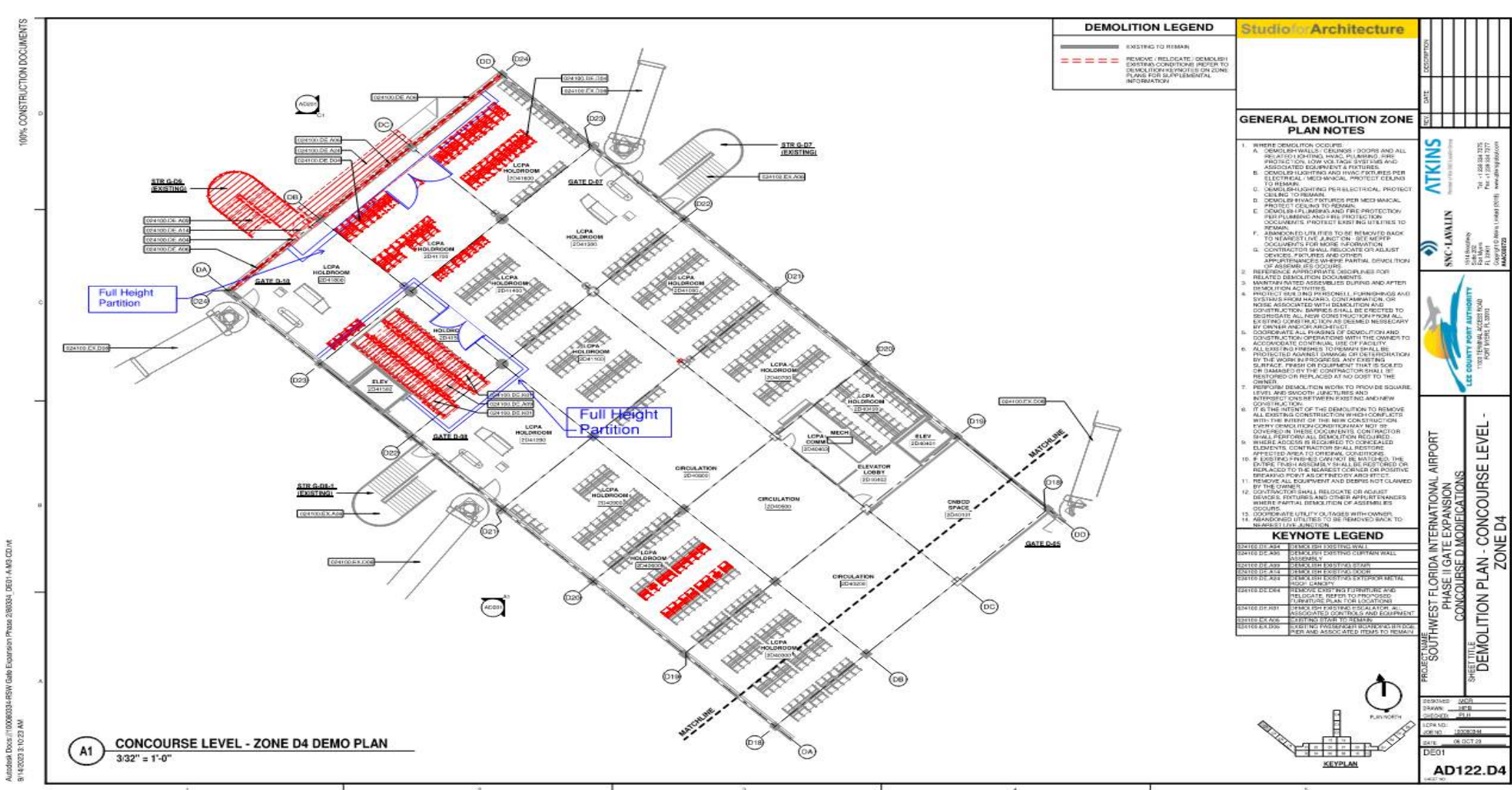
SUBSTANTIAL COMPLETION GATES 9 & 11 NOVEMBER 1, 2024
FINAL COMPLETION DECEMBER 1, 2024

(GATES D9 & D11 OPEN FOR OPERATIONAL USE)



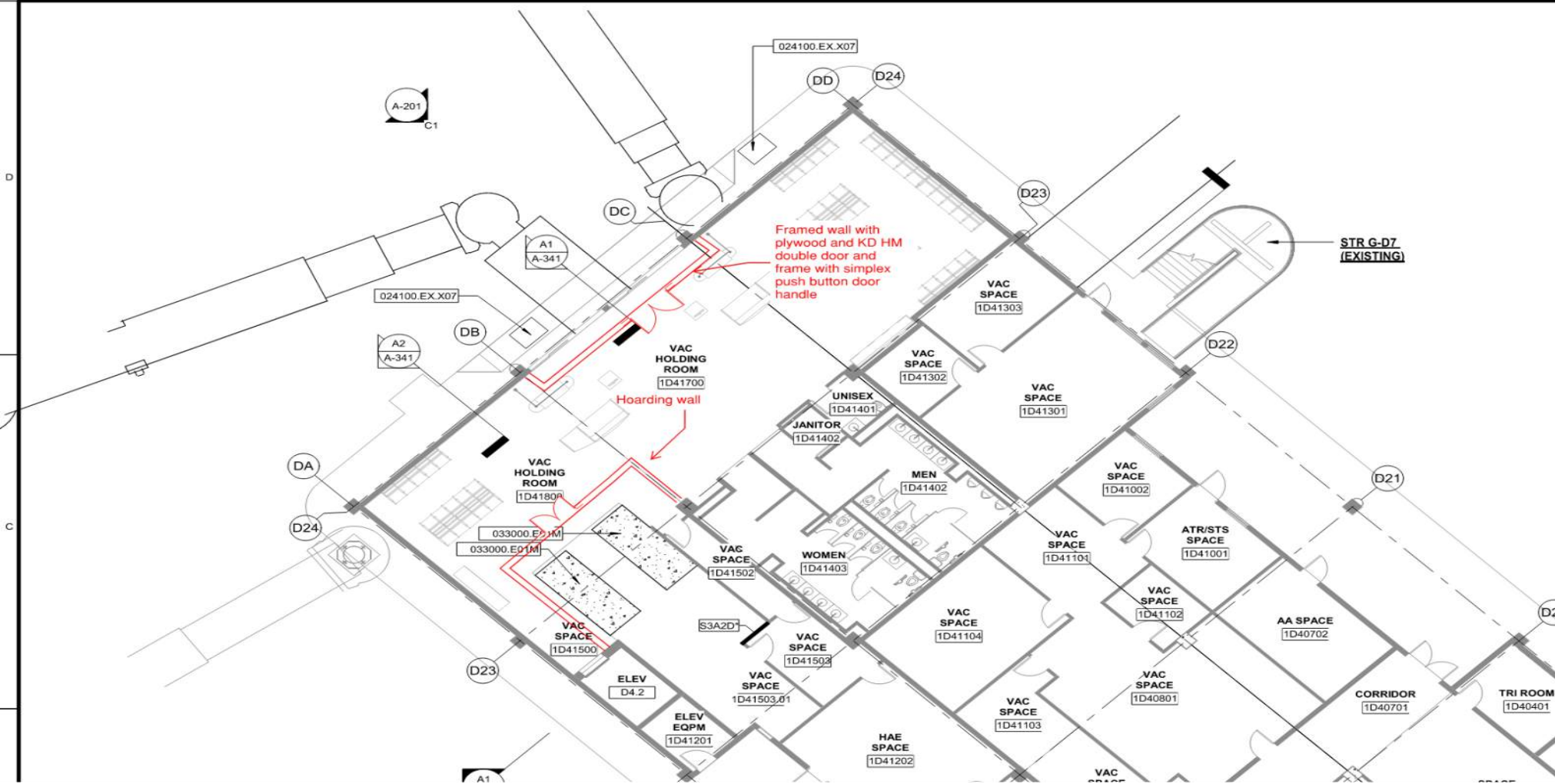
Concourse D Early Work Phasing & Logistics Plan Update

CONCOURSE LEVEL TEMP PARTITION PLAN
5/3/24- 10/10/24
GATES D9 & D11 OPEN FOR OPERATIONAL USE



Concourse D Early Work Phasing & Logistics Plan Update

RAMP LEVEL TEMP PARTITION PLAN
5/3/24- 10/10/24
GATES D9 & D11 OPEN FOR OPERATIONAL USE



Concourse D Early Work Phasing & Logistics Plan Update

CONSTRUCTION		150	26-Apr-24	01-Dec-24
EARLY ENABLING CONCOURSE D WORK		150	26-Apr-24	01-Dec-24
DE 1 - CONCOURSE D		150	26-Apr-24	01-Dec-24
SITE WORK		124	26-Apr-24	21-Oct-24
C-DE1-7110	Mobilization	10	26-Apr-24	09-May-24
C-DE1-7120	Install Low Profile Barricade and/or Site Perimeter Fencing at Work Areas	5	03-May-24	09-May-24
C-DE1-7800	Striping for Gate 10 Move	2	03-May-24	06-May-24
C-DE1-1010	Demo Stair and apron	20	17-May-24	14-Jun-24
C-DE1-1050	Install New PBB Foundations	15	17-Jun-24	08-Jul-24
C-DE1-7660	Relocate Fire hydrant and Piping	10	17-Jun-24	28-Jun-24
C-DE1-7680	Fueling Installation	35	26-Jun-24	14-Aug-24
C-DE1-7150	Install New UG Condensation Lines	10	09-Jul-24	22-Jul-24
C-DE1-7160	Install New UG Water line	10	09-Jul-24	22-Jul-24
C-DE1-7710	FRP PBB Pile Caps	5	09-Jul-24	15-Jul-24
C-DE1-7140	Install New Apron	32	15-Aug-24	30-Sep-24
C-DE1-7130	Striping for Aircraft for New Gates 9 & 11	5	01-Oct-24	07-Oct-24
C-DE1-7810	Re-Striping for Gate 10	2	01-Oct-24	02-Oct-24
C-DE1-7170	Relocate PBBs	10	08-Oct-24	21-Oct-24
BUILDING		145	03-May-24	01-Dec-24
FACADE		15	12-Jun-24	02-Jul-24
C-DE1-1120	Modify Existing Curtainwall	15	12-Jun-24	02-Jul-24
INTERIOR ROUGHS & FINISHES		145	03-May-24	01-Dec-24
C-DE1-1000	Install Temp Partitions	5	03-May-24	09-May-24
C-DE1-7690	Demo Escalators	30	10-May-24	21-Jun-24
C-DE1-7790	Slab Infill	10	24-Jun-24	08-Jul-24
C-DE1-7180	Install MEP Roughs PBBs (Low Voltage & Electrical)	30	03-Jul-24	14-Aug-24
C-DE1-1110	Install MEP Roughs for FIDS Ticket Counter for New Gates 9 & 11	30	05-Jul-24	15-Aug-24
C-DE1-7190	Install Wall Terrazzo Tiles	3	16-Aug-24	20-Aug-24
C-DE1-7200	Install Signage	5	21-Aug-24	27-Aug-24
C-DE1-7220	Modify Existing Life Safety Systems	10	21-Aug-24	04-Sep-24
C-DE1-7280	Paint	2	21-Aug-24	22-Aug-24
C-DE1-1140	Install Carpet	5	23-Aug-24	29-Aug-24
C-DE1-1150	Relocate & Install FF&E	10	30-Aug-24	13-Sep-24
C-DE1-7230	MEPF Trimout	10	05-Sep-24	18-Sep-24
C-DE1-1170	Operations IT Work	15	16-Sep-24	04-Oct-24
C-DE1-7210	Start Up & Commissioning	15	19-Sep-24	09-Oct-24
C-DE1-7250	Final Clean & Punch	10	03-Oct-24	16-Oct-24
C-DE1-1160	Demo MEPs at Gates D2 & D4	10	10-Oct-24	23-Oct-24
C-DE1-7240	Re-certify Testfit & Certification of PBBs	10	15-Oct-24	28-Oct-24
CO-PH1	County to Issue Temporary Certificate of Occupancy (TCO)	3	29-Oct-24	31-Oct-24*
CO-PH21	Substantial Completion (Relocated Gates Operational)	1	01-Nov-24	01-Nov-24*
CO-PH41	Closeout & Punch List	29	02-Nov-24	30-Nov-24
CO-PH31	Final Completion	1	01-Dec-24	01-Dec-24*

Thank You



ATTACHMENT: Special Conditions



SPECIAL CONDITIONS

FOR

**Terminal Expansion – Concourse E
Southwest Florida International Airport**

**Lee County Port Authority
11000 Terminal Access Road
Fort Myers, Florida 33913**

ARTICLE 1. PRECONSTRUCTION ACTIVITIES

1.1. PRECONSTRUCTION MEETING

At no additional cost to the Owner, the CM/GC shall attend a Preconstruction Meeting as scheduled by the CM/GC prior to the Owner's issuance of a written Notice to Proceed. The CM/GC's Superintendent employed for this project shall also attend this meeting. The pre-construction meeting will be coordinated by the CM/GC on behalf of the Owner, who will arrange for the Owner's representative and other interested parties to be present. All subcontractors of the CM/GC shall attend the Preconstruction Meeting unless otherwise excused by the Owner.

At no additional cost to the Owner, the CM/GC shall attend a Preconstruction Conference with Southwest Florida Water Management District Staff as outlined in ARTICLE 18.

1.2. SCHEDULE OF VALUES

The CM/GC shall provide the Owner at the Preconstruction Meeting a proposed Schedule of Values, including breakdown of lump sum items. No progress payment shall be approved for payment until a Project Schedule and Schedule of Values accepted by the Owner is received. The Schedule of Values will be submitted following the Official Bid Form format.

1.3. PROJECT SCHEDULE

The CM/GC shall provide the Owner with its schedule at the pre-construction meeting in accordance with the requirements provided in the General Conditions.

1.4. ADJACENT WORK

Construction of Owner or 3rd party projects will overlap this project in duration and location. The CM/GC is to cooperate fully with adjacent contractors.

1.5. NOTICE TO PROCEED

The Notice to Proceed (NTP) shall state the date for the CM/GC to begin the construction and from which date Contract time will commence. The CM/GC shall begin the work to be performed under the contract within ten days of the date set by the Owner in the written Notice to Proceed or the CM/GC may be declared in default of the contract. The CM/GC shall notify the Owner at least 48 hours in advance of the time actual construction operations will begin.

ARTICLE 2. CONSTRUCTION/SAFETY MEETING

2.1. An initial Construction/Safety Meeting will be conducted after the award of the contract and prior to commencing construction. Representatives from the CM/GC, A&E, Owner, insurance carrier, and any others deemed necessary by Owner will attend. The CM/GC is required to conduct a weekly Safety Meeting in its office space and keep minutes of the meetings. Electronic copies of the minutes will be provided to the Owner and A&E within five (5) calendar days of each meeting. All CM/GC supervisors and the Owner's representative are required to attend. The CM/GC shall also follow all safety requirements outlined in the plans, specifications and CSPP.

ARTICLE 3. STAGING

- 3.1.** The staging area(s) depicted on the plans shall be used to house the CM/GC's offices and to store all idle equipment, supplies, and construction materials. The CM/GC may erect and maintain throughout the life of this contract, at its expense, a six-foot-high fence of chain link fabric around the perimeter of each staging area used. CM/GC may also install vehicle and pedestrian gates, as necessary, to provide adequate ingress/egress. Additionally, the perimeter of any staging area which abuts a useable pavement shall be marked with yellow flashing barricades no more than 50 feet apart. Upon completion of all work, CM/GC shall remove all construction fencing and barricades from the project site, unless otherwise directed.
- 3.2.** CM/GC's vehicles, equipment, and materials shall be stored in the area designated on the plans or as approved by the Owner. Upon completion of the work, any storage area shall be cleaned up and returned to its original condition to the satisfaction of the Owner. No special payment will be made for cleanup and restoration of any storage area. Personnel services will not be permitted beyond the CM/GC's parking area. Drivers of personnel vehicles being operated beyond this area shall be subject to loss of permission to enter the construction site.
- 3.3.** Equipment not in use during construction, nights, and/or holidays will be parked in the CM/GC's staging area. Exceptions will only be approved by the Owner when absolutely necessary.
- 3.4.** Stockpile areas shall be used to store all bulk materials needed for the project and may or may not be fenced at the CM/GC's option. However, yellow-flashing barricades shall be installed where potential conflicts with air or ground vehicular traffic might occur.

ARTICLE 4. CONSTRUCTION LAYOUT AND STAKES

- 4.1.** The Owner will have established horizontal and vertical control only by showing the CM/GC the locations of known benchmarks in the proximity of the project and indicating the limit of work by providing coordinates on the construction documents. The CM/GC must establish all layouts required for the construction of the work. CM/GC shall immediately report to Owner any discrepancy found in stakes and markings for resolution. Such stakes and markings as the Owner may set for either its own or the CM/GC's guidance shall be preserved by the CM/GC. In case of negligence on the part of the CM/GC, or its employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the CM/GC at the discretion of the Owner. CM/GC may relocate project control points after concurrence by the Owner. All coordinate points are in the Florida State Plane West system unless otherwise noted.
- 4.2.** CM/GC shall furnish all lines, grades and measurements necessary to the proper prosecution and control of the work and contracted for under these specifications; thus, CM/GC shall have its own survey crew available for this project. CM/GC is thereafter responsible to maintain these control points for use by other Contractors.

ARTICLE 5. CM/GC'S RESPONSIBILITY IN CONFIRMING SITE CONDITIONS

- 5.1.** The CM/GC shall contact local utility companies and call Sunshine State One Call (811) for utility mark-out no less than two business days prior to construction. Location of FAA and airport underground utilities will be coordinated through the Owner.

5.2. It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. IT IS THE CM/GC'S RESPONSIBILITY TO FIELD LOCATE ALL UNSEEN ASPECTS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO UNDERGROUND UTILITY LINES, FAA CABLES, EXTERIOR/INTERIOR PHONES/UTILITY LINES, EXISTING UNDERGROUND STRUCTURES, ETC., PRIOR TO BEGINNING WORK IN THAT AREA.

Any inaccuracy or omission in information contained on the plans and specifications shall not relieve the CM/GC of responsibility to protect such existing features from damage or unscheduled interruption of service. The CM/GC is responsible for assuring no interruption of service occurs by taking whatever actions and incurring whatever costs are necessary. ANY INTERRUPTION IN SERVICE SHALL BE IMMEDIATELY CORRECTED BY THE CM/GC AT NO COST TO THE OWNER. IF SUCH INTERRUPTION IS NOT IMMEDIATELY CORRECTED BY THE CM/GC, THE OWNER WILL PERFORM THE NECESSARY REPAIRS AND THE CM/GC OR SURETY WILL PAY FOR ALL COSTS RELATED TO THESE REPAIRS. THE CM/GC IS RESPONSIBLE FOR ALL TEMPORARY COSTS AND SERVICES DEEMED NECESSARY BY THE CM IF SERVICES ARE INTERRUPTED.

5.3. Existing facilities, utilities and features depicted on the plans are not guaranteed to be accurate with respect to location, depth, condition, or characteristics. Also, there may be additional facilities and features existing that could affect the construction of this project which are not depicted or described in the Contract documents. The CM/GC shall make a thorough investigation of the project area to satisfy itself as to the location, condition, and characteristics of any and all facilities and features which may affect CM/GC's work. Upon an issuance of the Notice To Proceed by the Owner, the Owner will assist the CM/GC in determining whether utilities or underground features are in existence within or near the construction area. However, INFORMATION PROVIDED BY THE OWNER SUCH AS ESTIMATED DEPTHS AND LOCATIONS SHALL NOT BE CONSTRUED AS A DEFINITIVE DETERMINATION OF THE SITE CONDITIONS. RATHER, THIS INFORMATION AS PROVIDED BY THE OWNER IS MERELY AN ATTEMPT TO ASSIST THE CM/GC AND SHOULD ONLY BE USED AS A GENERAL GUIDE IN LOCATING UNDERGROUND UTILITIES AND FEATURES. IT REMAINS THE CM/GC'S RESPONSIBILITY TO EXACTLY LOCATE ALL UNDERGROUND ITEMS. This can be accomplished by subcontracting with the proper utility locating company. Any information given by the Owner to the CM/GC, particularly in the field, should not be considered absolute or all inclusive. THE OWNER IS NOT RESPONSIBLE FOR ANY UNDERGROUND UTILITY DAMAGED BY THE CM/GC AS A RESULT OF OMITTED OR MISINFORMATION GIVEN BY THE OWNER. The CM/GC hereby agrees to make no claims against the Owner or A/E related to the existence of underground utilities and features not mentioned or depicted on the plans. It is the CM/GC's responsibility to field verify all data prior to construction.

5.4. It is further understood and agreed that the CM/GC shall, upon execution of the contract, notify all utility service providers and other facility owners of the Contractor's plan of operations. Such notification shall be in writing and a copy provided to the Owner. The CM/GC should discuss with these utility service providers whether the respective utility must move the service. If so, then arrangements should be made as soon as possible for this work to be scheduled. The CM/GC is responsible for giving adequate notice for utility work. If the CM/GC or subcontractors appear on-site ready to do utilities related work without proper notification and coordination, the Owner may request the CM/GC or subcontractor to delay starting work until adequate notification and coordination has been accomplished. This delay will result in no additional cost to the Owner and no additional time granted to the CM/GC.

5.5. See plans and specifications for additional site condition notes.

ARTICLE 6. PROHIBITED INTERRUPTION OF ACTIVE SERVICES

6.1. Existing active services such as water, gas, sewer or electric, when encountered, shall be protected against damage. CM/GC will notify Owner and A&E upon discovery of any existing service. The CM/GC will not disturb operation of active services which are to remain. If active services are encountered which require relocation, the CM/GC shall contact the Owner for determination of procedures unless already specified in the

contract documents. Where existing services are to be abandoned, they shall be terminated in conformance with requirements of the utility or municipality or applicable provider having jurisdiction.

6.2. FAA cables, FPL power lines, airport navigational equipment, airport power, and control cables, transmission and distribution waterlines, sanitary force and gravity mains, fuel and gas lines and other county utilities may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport and surrounding areas. Although the plans intend to locate the cables and all utilities, including fuel and gas lines, actual locations are uncertain, and the CM/GC is required to verify all locations prior to excavation activities.

6.3. It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location of information relating to existing utility services, facilities or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information will not relieve the CM/GC of its responsibility to protect such existing features from damage or unscheduled interruption of service.

6.4. Where the outside limits of an underground utility service have been located and staked on the ground, the CM/GC shall be required to use excavation methods acceptable to the Owner within three feet of such outside limits at such points as may be required to ensure protection from damage due to the CM/GC's operations. **HAND EXCAVATION SHALL BE REQUIRED TO BE PERFORMED BY THE CM/GC.**

6.5. Should the CM/GC damage or interrupt the operation of a utility service or facility by accident or otherwise, the CM/GC shall immediately notify the proper utility and the Owner and shall take all reasonable measures to prevent further damage or interruption of service. The CM/GC, in such events, shall cooperate with the utility service or facility provider and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility provider.

6.6. The CM/GC shall bear all direct and indirect costs of damage and restoration of service to any utility service or facility due to its operations, whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the CM/GC or its surety.

6.7. Airport owned facilities and properties and privately owned facilities located within the project site, including underground cables, pavements, piping, buildings, turfed areas, vehicles and other facilities or improvements, that are damaged by the CM/GC shall, at the election of the Owner, (1) be replaced or repaired by the CM/GC to the satisfaction of the Owner or (2) be replaced or repaired by the Owner at the CM/GC's expense.

6.8. Prior to commencing work affecting utilities, the CM/GC shall conduct a Lee County Utilities pre-construction conference to coordinate the cutting and capping of existing utilities.

ARTICLE 7. LOAD RESTRICTIONS

7.1. The CM/GC shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the CM/GC of liability for damage which may result from the moving of material or equipment.

7.2. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed by Owner. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The CM/GC shall be responsible for all damage done by its hauling equipment and shall correct such damage at its own expense.

ARTICLE 8. REMOVAL OF EXISTING STRUCTURES

8.1. Should the CM/GC encounter an existing structure (above or below ground) in the work area for which the disposition is not indicated on the plans, the Owner shall be notified prior to disturbing such structure. The disposition of the structure so encountered shall be immediately determined by the Owner.

ARTICLE 9. ARCHAEOLOGICAL AND HISTORICAL FINDINGS

9.1. Unless otherwise specified in this subsection, the CM/GC is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object that is listed in the current National Register of Historic Places published by the United States Department of Interior.

9.2. Should the CM/GC encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, then CM/GC shall immediately cease operations in that location and notify the Owner. The Owner and A/E will immediately investigate the CM/GC's finding and will direct the CM/GC to either resume its operations or to suspend operations as directed.

9.3. Should the Owner order suspension of the CM/GC's operations in order to protect an archaeological or historical finding, or order the CM/GC to perform extra work, such shall be covered by an appropriate contract modification.

ARTICLE 10. PUBLICITY

10.1. Without exception, no publicity releases (newspaper, radio, TV, advertisement, etc.) shall be issued without the prior written approval of the Owner. No signs other than project signs identified in the plans and specifications will be permitted.

ARTICLE 11. PUBLIC/PASSENGER INCONVENIENCE

11.1. The CM/GC will be responsible for assuring that there is minimal impact to the public, passengers and operations near the project site. The CM/GC will take any and all measures to prevent the transfer of dust to all other areas of the airport. This will include extensive and frequent cleanup, temporary barriers, etc. The CM/GC can be directed in writing by the Owner to apply an approved abatement method. Noncompliance with this request will be cause to suspend construction operations until the situation is resolved, with no increase in Contract time or for the Owner to perform whatever steps are necessary and pass those costs along to the CM/GC or its Surety.

ARTICLE 12. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

12.1. The CM/GC shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Owner has witnessed or otherwise referenced their location and shall not move them until directed.

12.2. The CM/GC shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work, or at any time due to defective work or materials, and such CM/GC responsibility will not be released until the project has been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non execution thereof by the CM/GC, then CM/GC shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or CM/GC shall make good such damage or injury

in an acceptable manner.

ARTICLE 13. TALL CONSTRUCTION EQUIPMENT

13.1. All cranes and other construction equipment over 20 feet in height must display a 3' x 3' or larger orange and white checkboard flag with colors being 1' square mounted at the uppermost point of the equipment. A steady red blinking beacon must also be provided for tall equipment. No tall equipment is to remain upright at night.

13.2. All equipment to be used in excess of 30 feet high shall be coordinated with the CM at least 48 hours prior to its intended usage.

13.3. Follow all requirements as stated in CSPP

ARTICLE 14. QUALITY CONTROL TESTING - CM/GC DESCRIPTION OF PROGRAM

14.1. GENERAL DESCRIPTION

The CM/GC shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

14.2. QUALITY CONTROL PROGRAM

The CM/GC shall describe the Quality Control Program in a written document which shall be reviewed by the CM prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Owner for review at least 10 calendar days before the Work at the site begins.

The Quality Control Program shall be organized to address, as a minimum, the following items:

1. Quality control organization
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. Quality control testing plan
6. Documentation of quality control activities
7. Requirements for corrective action when quality control and/or acceptance criteria are not met.
8. Identification of quality control consultants for all testing required under the technical specifications (i.e. concrete, embankment, welding).

14.3 The CM/GC is encouraged to include any additional elements in the Quality Control Program that it deems necessary to adequately control all production or construction processes required by this contract.

14.4 The CM/GC shall bear all costs associated with its own quality control testing program. There will be no

separate payment to the CM/GC for these services. CM/GCs costs related to quality control testing shall be incidental to the project.

14.5 The CM/GC also shall bear the cost of testing under the following conditions:

.1 If substitute materials or equipment are proposed by the CM/GC, then CM/GC shall pay the cost of all tests which may be necessary to satisfy the A/E and Owner that specification requirements are satisfied. The CM/GC shall pay for the A/E time spent in review and administering such proposed substitution.

.2 If materials or workmanship are used which fail to meet specification requirements, the Contractor shall pay the cost of all testing deemed necessary by the Owner to determine the safety or suitability of the material or element. (This includes retests.)

.3 The CM/GC shall pay for all testing costs including, but not limited to, power, fuel, and equipment cost and any professional services which may be required for complete testing and acceptance of all equipment and systems for proper operation.

14.6 Systems shall be tested by the CM/GC and placed in proper working order prior to demonstrating systems to the Owner.

14.7 On grant funded projects, all testing must be approved by FDOT and/or FAA. All CM/GC's quality control testing shall remain the responsibility of the CM/GC.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements.

ARTICLE 15 PROJECT DATA AND RECORD DOCUMENTS

15.1 All projects at the Lee County Port Authority (LCPA) that construct new or modify existing facilities and/or features on airport property must submit drawings (Design, Construction & As-builts) that complies with LCPA CAD & GIS Standards. Because CAD & GIS standards are dynamic documents which change over time, contractors and consultants will request the most recent version of the LCPA CAD & GIS Standards and CAD templates after a Notice-to-Proceed (NTP) has been issued and before any drawings are prepared.

15.2 Not later than one hundred twenty (120) calendar days after the final completion for a project has been issued, the Consultant, at Consultants' expense, shall furnish to the Lee County Port Authority a complete set of Computer Aided Design (CAD) files of the as-built plans and associated documentation that fully complies with LCPA CAD & GIS Standards. These drawings shall include changes made to the Project by Change Orders, Addenda to the Construction Documents, Architect's Supplemental Information, field orders, field reports, Requests For Information, shop drawings, assigned room numbers per LCPA Facilities Numbering Standards (OI-8200), plus other directives and submittals and information provided by the Design Team/Construction Manager or LCPA.

15.3 As-built drawings may include Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security and Fire Protection, when applicable. The drawings shall have been generated by a CAD program which is 100% compatible with the latest release of AutoCAD. The required file extension is ".DWG". Clean and purged construction redlined drawings shall be submitted in a digital format (".PDF") as well.

15.4 All electronic files shall be labeled per LCPA CAD Standards and identified with project name, address, list of drawing(s), date of the drawing(s), and As-built architect/engineer's name and phone number.

15.5 All submitted CAD files shall be oriented in the Florida State Plane West Coordinate System using the NAD 83 Datum. Vertical information shall be based on NAVD 1988 datum.

15.6 As-built/Record Drawings shall contain the names, addresses and phone numbers of the General CM/GC and all the major subcontractors.

15.7 CM/GC shall furnish guarantees signed by subcontractors, material suppliers, and countersigned by the CM/GC for operating equipment, if applicable.

15.8 CM/GC shall submit required specific warranties, workmanship-maintenance bonds, Maintenance agreements, final certifications and similar documents, if applicable.

15.9 CM/GC shall furnish a signed warranty in the form contained in the bid documents to the Owner, agreeing to repair or replace as decided by the Owner, all work and materials that prove defective within one year from the date of substantial completion, including restoration of all other work damaged in making such repairs or replacements.

15.10 CM/GC shall furnish Consent of Surety to Final Payment.

15.11 CM/GC shall submit final pay application to include all approved Contract Amendments to the contract sum and submit updated insurance certificates complying with insurance requirements.

15.12 CM/GC shall certify that all social security, unemployment and all other taxes (city, state, federal government) have been paid.

15.13 CM/GC shall provide receipt, as applicable, of affidavits certifying all labor standards of local, state, or general requirements have been complied with by the CM/GC.

15.14 CM/GC shall submit actual W/MBE participation percentages.

15.15 CM/GC shall submit all information as required by the Project Documentation Requirements list provided at the end of this document.

ARTICLE 16 SPECIAL PROJECT REQUIREMENTS – AIRSIDE PROJECT

16.1 Special conditions frequently exist at the Owner's site which have local, regional, national and international security and safety implications. The CM/GC hereby agrees to adhere to any and all security and safety requirements deemed necessary by the Owner.

16.2 AOA CLEARANCE

16.2.1 The CM/GC shall inform his supervisors, employees, and subcontractors of the airport activity and operations that are inherent to the airport, the safety regulations of the airport, and the prohibition of driving or walking on any area of the Airside Operations Area (AOA) without proper clearance from the Owner. The CM/GC shall conduct its construction activities to conform to both routine and emergency requirements.

16.2.2 The CM/GC shall familiarize his employees and subcontractors with the access route(s) to the site. Material and equipment delivery trucks shall be accompanied by an employee of the CM/GC familiar with the route. The CM/GC shall be responsible for access control through the access gate for the duration of his contract. This access control will be for all personnel using the gate for access. This gate shall be manned during working hours and whenever unlocked, by a bonded security agency employed by the CM/GC, with a cellular telephone furnished by the CM/GC. CM/GC personnel used for this purpose are not acceptable.

16.2.3 If an access gate is used, the CM/GC shall coordinate its use with airport police. The Contractor shall use a bonded security guard to monitor all Contractor traffic at the access gate. A list of all authorized personnel shall be provided to the Owner prior to commencement of construction. The CM/GC shall not permit any unauthorized construction personnel or traffic on the site, including food and beverage vendors or caterers.

16.3 RADIO REQUIREMENTS

16.3.1 All CM/GC vehicles authorized to operate on the airport outside of the construction area limits on the AOA if applicable to the project as defined herein, and cross active runways, safety areas, taxiways, aprons, instrument or approach clear zones or any area within the AOA, shall do so only under the direct control of a trained, qualified flagman who is in direct (two-way) radio communication with the ground controller of the Air Traffic Control Tower. All aircraft have priority over ground vehicles.

16.3.2 The CM/GC shall provide three (3) two-way hand-held radio transceivers with capabilities to use frequency 121.90 MHz for use in communication with the Air Traffic Control Tower. Construction on this project will not begin until a radio which meets these requirements, to the satisfaction of the Owner is physically present on the project. Construction may be stopped/suspended by the Owner anytime the Owner considers that the intent of the Safety Plan is being violated or that a hazardous condition has been/was created. This decision to suspend the operation will be final and will only be rescinded by the Owner when satisfied that the CM/GC has taken action to prevent recurrence. Delays/work stoppage as a result of the suspension of construction will be considered the fault of the CM/GC and will not stop the contract time for assessing liquidated damages.

16.3.3 At all times, all vehicles operating in the AOA (or runway even if closed) shall be equipped with an operating yellow flashing beacon.

16.4 CONSTRUCTION FLAGS

16.4.1 All CM/GC equipment authorized to operate inside the AOA shall display 3' X 3' flags or larger, orange and white checkerboard flag, each checkerboard color being 1' square. If equipment is to be used at night, it should also have a beacon installed as required in ARTICLE 13.

16.4.2 All CM/GC vehicles authorized to operate in the AOA shall have company names clearly shown on the exterior of the vehicle.

16.5 PROXIMITY TO RUNWAYS/TAXIWAYS

16.5.1 Work within the Runway is required. All work within Runway safety area will be coordinated with LCPA Operations and performed only when Runway is closed as shown in the provided schedule. Any construction activity within 116.5 feet from an active taxiway edge requires the closure of the affected taxiway unless otherwise approved by the Owner. No taxiway or apron area shall be closed without written approval of the Owner. This will enable "Notices to Airmen" (NOTAMS) or other advisory communications to be issued. A minimum of 48 hours notice of requested closing shall be directed to the Owner. The Owner will arrange inspection by the Owner prior to opening any area to air traffic. This will include areas adjacent to AOA crossovers or areas used as a haul road by the CM/GC. Any waste material, sand or debris, must be removed from active taxiways or apron promptly to avoid possible damage to aircraft. A vacuum sweeper shall be kept at the CM/GC's checkpoint whenever there is a potential of spills or other debris on the active taxiway.

16.5.2 No loose material or waste capable of causing damage to aircraft or capable of being ingested into jet engines may be placed next to the runways, taxiways, or apron during operational hours. Special attention is directed to the CM/GC that all pavement which is operational to aircraft during construction must be kept clean and clear of any materials or debris.

16.6 MARKING OF CONSTRUCTION AREAS

16.6.1 Advisory Circular 150/5370-2G (or current edition) restricts construction activity within 250 feet of the centerline of an active runway (open for aircraft use) or within the Obstacle Free Zone (OFZ) as defined in Advisory Circular 150/5300-13A. Advisory Circular 150/5370-2G further restricts construction activity within 116.5' of the edge of the taxiway when the aircraft using the taxiway includes aircraft such as the B-747. The activity limits shall be adequately signed and marked by the CM/GC to preclude violation of this restriction. The area shall be well identified by warning signs and lights at night.

16.6.2 The limits of construction, material storage area, plant site, equipment storage area, parking area and other areas defined as required for the CM/GC's exclusive use during construction shall be marked by the CM/GC. The CM/GC shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day/night use. Temporary fencing, barricades, flagging and/or flashing warning lights will be required at critical access points. Type of marking and warning devices shall be approved by Owner. Open trenches, excavations and stockpiled materials must be permanently marked with flags and lighted by approved light units during hours of reduced visibility and darkness.

16.7 INTERMITTENT CONSTRUCTION OPERATIONS

16.7.1 Most of the work of this contract will occur in the Airport Operations Area (AOA). Heavy construction will require closing of certain areas by the Owner. However, some work may be done on an intermittent basis. The CM/GC shall maintain constant communication with the Owner when working in the AOA and immediately obey all instructions from the Owner. Failure to obey instructions or maintain constant communications with the Owner will be cause to suspend the CM/GC's operations in the areas until satisfactory conditions are assured.

16.7.2 When directed to cease construction and move from the area, the CM/GC shall immediately respond and move all material, equipment and personnel outside the area. Operations shall not be resumed until directed from the Owner. Every reasonable effort will be made by the Owner to cause minimum disturbance to the CM/GC's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.

16.7.3 No drop off or lip in excess of three inches will be permitted adjacent to an active taxiway or apron area unless specifically approved in advance by the Owner, Airport Operations, and the Tower. If an area is to be opened to aircraft movement, either at night or during the day, the CM/GC must decrease the drop off to three inches by placing compacted fill. This fill shall taper away from the paved area at a five percent maximum slope to existing grade. Acceptance by the Owner of any taper must be obtained before the CM/GC forces leave the work area. There is no separate payment for this temporary construction.

16.8 LIMITATION OF OPERATIONS

16.8.1 The CM/GC shall be responsible for controlling its operations and those of its subcontractors so as to provide for the free movement of aircraft in the apron and taxiway areas of the airport (AOA). When the contract work requires the CM/GC to operate on or adjacent to the apron or taxiways, the operation shall be coordinated with the Owner, at least 48 hours prior to commencement of the work. At no time will the CM/GC close any portion of the AOA without authorization to do so by the Owner and until temporary marking and associated lighting is provided and in place as specified in FAA Advisory Circular 150/5340-1M, Standards for airport Markings and/or the Plans and Specifications.

16.9 SITE ACCESS

16.9.1 Access to haul routes from the construction site shall be limited to the route plan included with the drawings. Alternate routes through the site may be considered, based on the status of the adjacent work. Alternate routes through the site shall only be approved by the Owner. CM/GC will be responsible for constructing alternate routes if approved by the Owner. Costs to construct alternate routes shall be incidental to the project.

16.9.2 The following procedure will be used for access to the site by AOA unauthorized persons:

- .1 The unauthorized person will inform the gate guard of his reason for entrance to the job site and which CM/GC he intends to visit.
- .2 The guard will notify the CM/GC by telephone.
- .3 The CM/GC will go to the gate and escort the visitor to the CM/GC facility.

16.9.3 The CM/GC shall provide and operate an escort vehicle to lead other vehicles when operating within the AOA.

ARTICLE 17 CM/GC'S SECURITY REQUIREMENTS

17.1 IDENTIFICATION – PERSONNEL

The CM/GC's onsite supervisors shall be badged with Airport I.D. badges provided by the LCPA. . The CM/GC shall provide employee history verification on all supervisors as required by the LCPA. Supervisors must escort all non-photo identification badged employees in accordance with LCPA policies and procedures. All drivers of vehicles on airport property shall obtain an AOA vehicle operator's certificate. All other non-supervisory personnel of the CM/GC and its subcontractors shall be issued a construction worker security badge The CM/GC shall maintain a master list of personnel issued badges and drivers certificates and it shall be available for owner's examination during construction hours.

17.2 Personnel shall wear the badge on outermost garment at all times while on the AOA. All employees of the CM/GC or subcontractor requiring access to the construction-site are required to be supplied with identification badges to be worn at all times while within the area. Blocks of numbers can be assigned to subcontractors. Responsibility for supply, issuance, and control of identification badges shall be that of the CM/GC, through the CM/GC Security Officer and the LCPA.

17.3 IDENTIFICATION – VEHICLES

The CM/GC, through the CM/GC Security Officer, shall establish and maintain a list of CM/GC and subcontractor vehicles authorized to operate on the site and shall obtain a permit for each vehicle to be made available upon demand by the Owner. All vehicles must have company name on them and must display LCPA permit. Vehicle permits shall be assigned in a manner to assure positive identification of the unit at all times.

17.4 BREACH OF SECURITY FINE

The CM/GC may be assessed a fine if the CM/GC violates the requirements of the airport security plan or the security requirement specified for each occurrence herein. Notwithstanding the foregoing, repeated and/or flagrant violations of the security plan shall be grounds for the suspension of the work at no cost to the Owner or termination of the contract.

In addition to fines against the CM/GC, the Transportation Security Administration (TSA) Regulation and Enforcement Sanction Guidance authorizes fines against individuals. Under these guidelines, no person may:

- 1) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under this subchapter.
- (2) Enter, or be present within, a secured area, AOA, SIDA or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or

movement in, such areas.

(3) Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas, AOA's, or SIDA's in any other manner than that for which it was issued by the appropriate authority under this subchapter.

(b) The provisions of paragraph (a) of this section do not apply to conducting inspections or tests to determine compliance with this part or 49 U.S.C. Subtitle VII authorized by:

(1) TSA, or

(2) The airport operator, aircraft operator, or foreign air carrier, when acting in accordance with the procedures described in a security program approved by TSA.

17.5 SAFETY

In as much as each work area will be accessible to and used by the public, by the Owner, and by other companies doing business at the airport during the construction period, it is the CM/GC's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the Owner find the area unsafe at any time, they will notify the CM/GC, and the CM/GC shall take whatever steps are necessary to remedy the unsafe condition. Should the CM/GC not be immediately available for corrective action, the Owner will remedy the problem and the CM/GC shall reimburse the Owner for the expense of such correction.

17.6 The CM/GC shall comply with the provisions of the "Construction Safety Act" and the "Occupational Safety and Health Act of 1970," as amended, including the Hazards Communication Program, and the CM's safety program, as well as all other applicable federal, state and local requirements. The CM/GC shall also comply with the safety and security notes as stated on the drawings. Any fines to the Owner or A/E resulting from the CM/GC's noncompliance with any of the aforesaid safety provisions shall be back charged to the CM/GC.

17.8 AOA OPERATIONS

17.8.1 The CM/GC shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft including but not limited to any dust abatement required because of the CM/GC's work in the Air Operations Areas (AOA) of the airport.

17.8.2 When the work requires the CM/GC to conduct its operations within an AOA of the airport, the work shall be coordinated with the Owner at least 48 hours prior to commencement of such work. The CM/GC shall not close any AOA area until so authorized by the Owner and until the necessary temporary marking and associated lighting is in place.

17.8.3 When the contract work requires the CM/GC to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA) the CM/GC shall maintain constant communications as specified; immediately obey all instructions by the Owner, Operations or the Air Traffic Control Tower to vacate the AIR OPERATIONS AREA; and immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the CM/GC's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided.

17.8.4 No equipment shall be parked or materials stored within 500 feet from the active runway centerline or within 200 feet from the active taxiway or taxilane centerline, unless specifically approved by the Owner,

Operations, or the Tower.

17.8.5 AIRPORT PERIMETER FENCE: The integrity of the Airport Perimeter Fence (AOA Fence) must be maintained at all times. Any breaches under or through the fence caused by the CM/GC's actions must be closed and restored immediately and at the CM/GC's expense. Restoration will be in accordance with the current FAA requirements for perimeter security fencing. Other expenses shall include, but not be limited to, reimbursement of any costs incurred by the Owner to provide properly authorized and badged personnel to monitor the breach until the repair is accepted by the appropriate airport security authorities.

17.8.6 USE OF EXPLOSIVES: Use of explosives is prohibited.

ARTICLE 18 SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) REQUIREMENTS

The SFWMD confirmed the proposed work is consistent with these permits and no additional approvals are needed. The CM/GC is bound by the requirements included in the SFWMD ERP for these areas. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of the permit and the CM/GC will be responsible for addressing any results of that violation.

A copy of the permit must be at the work site at all times and be available for review upon request by District staff. The CM/GC is required to review the complete permit prior to commencement of the activities authorized. The Owner is responsible for notifying the SFWMD at least 30 days prior to commencement of the construction activities. The CM/GC will be required to attend a preconstruction conference at least 48 hours prior to commencing construction activities as described under Article 1.

In anticipation of the CM/GC's dewatering activities, the Owner has obtained a Master Dewatering Permit No. 36-08084-W. The CM/GC is responsible for familiarizing himself with the conditions included in this permit and keeping a copy of the permit along with its limiting conditions and dewatering plan on site at all times during dewatering operations. Should the CM/GC require deviation from the procedures described in the permit, the CM/GC shall be responsible for all computations, calculations, exhibits and any permit fees required by the SFWMD to modify the permit.

The CM/GC shall provide notification that dewatering is about to commence at least 72 hours prior to initial dewatering. This notification shall be relayed to the District staff by the Owner.

At no time shall the CM/GC initiate contact with SFWMD staff regarding changes to either the ERP or Water Use Permit. All contact shall be initiated through the Owner..

ARTICLE 19 AIRPORT SECURITY BADGE FORMS

The CM/GC is required to complete LCPA required forms for each employee requiring an airport security badge.

The CM/GC will be given the latest version of this form at the Pre-Construction Meeting.

ARTICLE 20 STORMWATER POLLUTION PREVENTION PLAN

The CM/GC will comply with the project Stormwater Pollution Prevention Plan as required by the LCPA, to include, but not be limited to, the following:

ARTICLE 21 MARK-UPS TO CHANGES IN WORK

For purposes of this Article, the General Contractor shall be the CM/GC, the Subcontractor shall be the 1st tier

subcontractor holding a contract directly with the CM/GC, and the Sub-Subcontractor shall be the 2nd tier subcontractor holding a contract directly with the Subcontractor. There is no mark-up for CM/GC work. For all CA's and FD's, except those based upon established unit prices, regardless of the method used to determine the adjustment of the Total Contract Price, the maximum mark-up for overhead and profit on allowable costs which the Subcontractor and Sub-Subcontractors or Suppliers shall receive is controlled by the following:

- For each Subcontractor, for Work performed by that Subcontractor's own forces, five percent (5%) of the Cost of the Work for the changed Work for overhead plus profit equal to ten percent (10%) of the Cost of the Work for the changed Work.
- For each Subcontractor, for Work performed by that Subcontractor's Sub-subcontractor, no overhead charges, but profit equal to five percent (5%) of the Cost of the Work for the changed Work.
- For each Sub-subcontractor, for Work performed by that Sub-subcontractor's own forces, ten percent (10%) of the Cost of the Work for the changed Work plus profit equal to five percent (5%) of the Cost of the Work for the changed Work.