

CA No. 1

Vendor No. 430041

Contract No. _____

Effective Date _____

**LEE COUNTY PORT AUTHORITY
RFQ 25-0021 Construction Engineering Inspection Services
for 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 – CEI Services for Public Safety Building

(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 _____

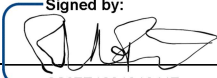
Method of Negotiating Time of Work:

____ 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.

MICHAEL BAKER INTERNATIONAL, INC. ARCHITECT/ENGINEER ACCEPTANCE

Signed by:  1/31/2025
R. Mark Pitchford
C267E1091316417...

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. 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
Inspections	ECS Florida, LLC 13850 Treeline Ave. #4 Ft. Myers, FL 33913	\$140,000.00	No	

Michael Baker International
Contract No. 9760
General A & E Services

Contract Amendment Number: 1
Task Authorization Number: 1

		Board		Total	CA Issued			
		Approved		Project	\$100,000 Level			
		Contract		Budget	Maximum		Current	
					\$1,000,000		Contract	
				This			TAs	
				Contract			Pending	
#	Task Description	Amount	Adjustments	Adjustment	FY 24-25	Value	Issued	TAs
1	RSW - Public Safety Building - CEI Services			\$ 564,560.00		\$ 564,560.00		\$ 564,560.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
Subtotal		\$0.00	\$0.00	\$564,560.00	\$0.00	\$564,560.00	\$0.00	\$564,560.00

Southwest Florida International Airport (RSW)
New Public Safety Building
Construction Engineering and Inspection (CE&I) Services
(LOQ 25-0021MC)

Objective

The Lee County Port Authority (AUTHORITY) has requested that Michael Baker International, Inc. (CONSULTANT) provide Construction Engineering and Inspection (CE&I) services to construct the Public Safety Building (PSB) at the Southwest Florida International Airport (RSW).

Description

The project includes a new, single story Public Safety Building (19,073 SF) on a 2.8-acre greenfield site at RSW (**Figures 1 and 2**). The CONSULTANT will provide all necessary CE&I services required for the project including a full time Resident Project Representative (RPR), Project Management & Office Support, and Quality Assurance (QA) materials testing.



Figure 1 – Site Vicinity Map

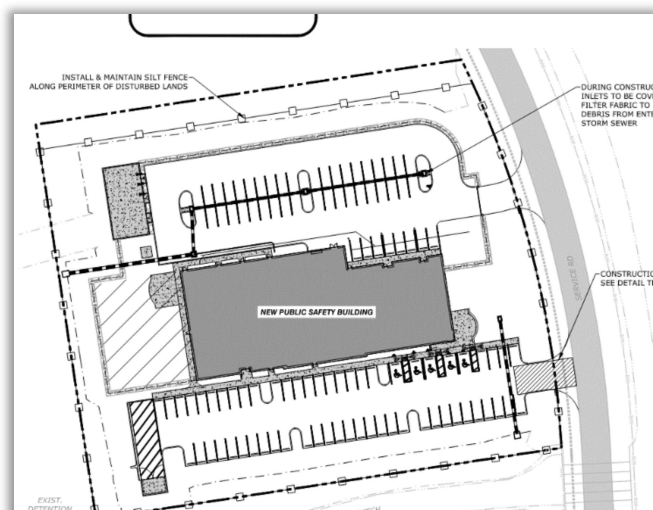


Figure 2 – Site Layout Plan

Part 1 –Project Management and Office Support

1.1 Contract and Subconsultant Management

This task includes the internal management of the contract including accounting, cost tracking, billing, filing, record keeping and contract coordination with subconsultant. CONSULTANT will prepare and maintain the Project and Construction Management Plans for the project. CONSULTANT will assign tasks to appropriate staff and monitor work quality and work schedule. CONSULTANT will monitor budget, schedule and quality during the project. CONSULTANT will prepare, submit and track invoices to LCPA. CONSULTANT will review, process, and track subconsultant invoices. CONSULTANT will maintain coordination with LCPA and subconsultant and monitor subconsultant's performance.

Deliverables: Invoices; Project Management Plan, and Construction Management Plan (pdf format – upon request)

1.2 Office Support

CONSULTANT will provide office support throughout construction including:

1.2.1 Document review / familiarization

1.2.2 Attendance at weekly meetings

- Construction Manager (in-person): 4 hrs per meeting, 52 meetings
- RPR will attend meetings in person as part of the full-time hours' allocation covered by Task **2.1**
- Project Manager will not attend weekly meetings.

1.2.3 Technical support

- CONSULTANT's Architect and Civil Engineer will provide limited technical support to the RPR as needed throughout construction.

1.2.4 Site visits

- Construction Manager will conduct 2 site visits per month for 12 months. Site visit will be conducted on the same days as the CM's in-person meetings.

1.2.5 Pay Application and Change Order Reviews

- CM will review pay applications and change order requests and advise the AUTHORITY on disposition.

1.2.6 Submittal and RFI Coordination

- CM will review submittals and RFIs and coordinate with RPR and CM on impacts to construction

1.2.7 Coordination of Materials Testing and Special Inspections

- CM will schedule subconsultant to provide materials testing and Special Inspections. See **Part 3**.

1.2.8 Naming and filing photographic documentation.

1.2.9 Assistance in maintaining and tracking electronic files.

Deliverables: Document review comments, meeting notes, photographic documentation

Part 2 – Construction Observation

2.1 Resident Project Representative

The CONSULTANT will provide 1 Resident Project Representative (RPR) onsite full-time during active construction (52 weeks) and 20 hrs per week during the 4-week project start-up. A Back-Up Inspector will be provided to cover work outside of normal working hours and on weekends. However, a total of 40 hrs / week for 52 weeks and 20 hrs / week for 4 weeks is assumed for the RPR and Back-Up Inspector combined.

RPR will represent the AUTHORITY'S interests at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding construction activities. RPR's dealings in matters pertaining to the onsite work shall, in general, be with the CONSULTANT and CM. Written communication with the AUTHORITY will be through or as directed by CONSULTANT. RPR duties will include:

- Conduct on-site observations of work in progress to assist in determining general construction conformance with the contract documents and permitting conditions. Report in writing any deviation from contract documents or observed unsafe conditions.
- Prepare daily observation reports and distribute regularly. Daily reports will include:
 - Description of construction activities performed
 - Extents and approximate quantities of work performed
 - Weather conditions
 - Construction personnel and equipment present
 - Changed conditions
 - List of visitors
 - General and specific observations
 - Observed testing procedures
- Maintain photographic record of construction
- Prepare a quality assurance (QA) materials testing schedule and schedule and confirm quality assurance material testing is being completed in accordance with the technical specifications. Maintain copies of quality assurance test reports and transmit those reports to the Engineer of Record for review. Ensure all failed testing is corrected and retested until passing tests are obtained.
- Coordinate with CM that adequate project files and records are being maintained.
- Coordinate with CM that adequate quality control testing is being performed according to the technical specifications.
- Maintain redline mark-ups of construction plans and specifications for incorporation into record drawings.
- Review CM progress schedules, schedule of shop drawings, testing schedules, and schedule of values prepared by CM and monitor that these schedules are being adhered to.
- Attend weekly construction progress meetings.
- Track / verify as-built construction quantities against monthly CM pay applications.
- Maintain electronic copies of project documentation and assemble closeout book.
- Coordinate and attend substantial completion and final completion inspections.
- Assist in the preparation of the punch list and confirm completion of punch list.
- Coordinate that proper equipment testing, commissioning, and training are performed by CM and confirm equipment and systems startup are conducted in the presence of the appropriate personnel.

RPR Limitations

Except upon written instructions of the CONSULTANT, the RPR shall not:

- Authorize any deviation from the contract documents or approve any substitute materials or equipment.
- Exceed limitations of the CONSULTANT's authority as set forth in the contract documents.
- Undertake any of the responsibilities of the CM, subcontractors, or CM superintendent, or expedite the work.
- Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
- Issue directions as to CM safety programs in connection with the work.
- Accept shop drawing or sample submittals from anyone other than the CM.
- Authorize the AUTHORITY to occupy or utilize the project in whole or in part
- Participate in specialized field or laboratory tests, or inspections conducted by others

Deliverables: Daily inspection reports, weekly meeting notes, QA test reports, written correspondence, closeout documentation book, photographic documentation, QA testing schedule, punch list, pay request review comments, substantial and final completion signoffs, schedule comments, redline as-builts

Part 3 – Quality Assurance Materials Testing

3.1 Quality Assurance (QA) Materials Testing

CONSULTANT will supply and manage an independent Quality Assurance (QA) materials testing laboratory to perform onsite and laboratory field testing as indicated in the project technical specifications. Materials testing will include:

- Earthwork
- Soils Below Building Foundations
- Concrete Foundations
- Miscellaneous Site Concrete
- Pavement Base Course
- Asphalt Pavement

CONSULTANT will supply and manage an independent testing company to perform Special Inspections. Special Inspector will attend pre-concrete and pre-steel erection conferences with the design professionals, Michael Baker CM and RPR. Special Inspections will be limited to:

- **Welded Connections:** Inspect all complete penetration welds and all butt welds made by fabricator. visually inspect 50% minimum of field welds. should any welds fail, 100% shall be inspected.
- **Bolted Connectors:** Inspect at least 10% of all high strength bolts which are well scattered throughout the structure. If less than 95% of the bolts meet design tension or if any bolt is less than 85% of design tension, then all bolts shall be reworked. Inspect 50% of all reworked bolts, repeat this process until the above requirements are met. load indicator washers may be used to test 100% of all high strength bolts.

- Visually inspect all steel deck attachment.
- Inspect a minimum of 20% of shear connectors.
- For composite beams, at the beginning of each work shift, (2) studs shall be bent to 15 degrees. Studs that fail this test shall be replaced. do not bend tested studs back to straight.
- Full penetration groove welds shall be inspected by ultrasonic testing. Twenty-five percent of the welds shall be inspected at random unless noted otherwise. See specifications for additional requirements.

Deliverables: Material Testing Reports, Special Inspection Test Results and Inspection Reports

Assumptions and Exclusions

- CONSULTANT will provide:
 - Vehicle insurance coverage for vehicle operations at RSW
 - Handheld two-way radio.
 - Required computer equipment.
 - RPR and Back-Up Inspector will obtain RSW badges
 - A properly equipped vehicle for operating at RSW per Part 139.
- Contract and compensation will be made on a Lump Sum basis.
- Scope excludes technical review of submittals and responses to RFIs. RPR will assist in tracking submittals and RFIs relative to construction activities.
- CM shall provide a field office space for the RPR with access to copiers, scanners, printers.
- CM shall provide access to Procore account for project and other project related computers systems and stored documents.
- A Back-Up RPR or inspector will be provided occasionally to fill in for the primary RPR onsite.
- Fee estimate for the RPR is based on a 40-hr work week.
- Invoicing will be based on the percentage of construction value completed at the time of the invoice. Invoices will be submitted monthly.
- Scope excludes quality control (QC) materials testing as this will be performed by the CM.
- All deliverables will be provided in electronic format.
- CM shall provide all required surveying including construction staking, survey control, and as-built survey.
- CONSULTANT will file email and written communications but will not log submittals and RFIs as this will be done through Procore and managed by CM. CONSULTANT will review Procore to check status of submittals against CM submittal schedule and project schedule.
- CM will prepare substantial and final completion forms for CONSULTANT's signature.

- CONSULTANT will not inspect or monitor offsite facilities such as plants or testing laboratories.
- CONSULTANT will not assume the role of Engineer of Record or Architect of Record or related duties for the project.
- Permitting of any kind and permitting fees are excluded.
- South Florida Water Management District (SFWMD) permit closeout and related survey and coordination are excluded.
- CONSULTANT will not prepare meeting agenda, minutes, or run project meetings. CONSULTANT will provide notes to CM for incorporation into meeting minutes.
- It is assumed there are no federal grant funds and Davis Bacon wage-rate interviews are not required.
- The AUTHORITY may negotiate additional contracts or amendments to this contract with Michael Baker for services beyond this scope of work.

Fee

Mixed Bill, Lump Sum & Time and Materials: \$564,560