

CA No. 90

Vendor No. 390187

Contract No. 7548

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 16-19 Design Services Southwest Florida International Airport
Terminal 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 – Concourse E Gate Reconfigurations Construction Administration and Construction Engineering & Inspection Services

Additional Traffic Data Collection

(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
X _____ 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.

AtkinsRéalis USA, INC. DocuSigned by: ARCHITECT/ENGINEER ACCEPTANCE

Darin Larson Darin R. Larson 2/5/2024
76715045D0DE43D...

441981-1-94-01-8 DocuSigned by: 441981-1-94-02

FDOT: Kristi Smith 2/6/2024
358572051DDDE4C5...
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 INFORMATIONCA No. 90

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
Architectural	Studio for Architecture 1528 Jackson Street Fort Myers, FL	\$67,862.00	Yes	\$67,862.00
Structural Design	Florida Structural Design 18070 Tamiami Trail #11-12 Fort Myers, FL	\$8,425.00	Yes	\$8,425.00
Wayfindings & Signage	Apple Designs 1318 Dale Street #200 Raleigh, NC	\$8,525.00	Yes	\$8,525.00
IT/Security	Faith Group 3101 S, Hanley Rd. #100 St. Louis, MO	\$23,704.00	Yes	\$23,704.00
Aircraft Fueling Design	Stantec 3800 Colonial Blvd. Fort Myers, FL	\$20,055.50	No	

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 90																
#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued	TA Issued	TA Issued	TA Issued	CA Issued	CA Issued	CA Issued	Current Contract Value	TAA Issued	Pending TAA	Remaining Contract Balance
						\$100,000 Level Maximum	\$100,000 Level Maximum	\$100,000 Level Maximum	\$100,000 Level Maximum	\$100,000 Level Maximum	\$100,000 Level Maximum	\$100,000 Level Maximum				
						FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23				
1	Concept Refinement	\$ 508,445.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 508,445.30	\$ 508,445.30	\$ -	\$ -
2	Checkpoint Expansion - Study	\$ -	\$ -	\$ -	\$ -	\$ 95,940.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,940.25	\$ 95,940.25	\$ -	\$ -
3	Concessions Impact Analysis	\$ -	\$ -	\$ -	\$ -	\$ 93,147.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,147.50	\$ 93,147.50	\$ -	\$ -
4	Terminal Gate Parking Analysis	\$ -	\$ -	\$ -	\$ -	\$ 11,875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,875.00	\$ 11,875.00	\$ -	\$ -
5	Checkpoint Expansion Concept	\$ -	\$ -	\$ -	\$ -	\$ 77,271.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,271.75	\$ 77,271.75	\$ -	\$ -
6	Vibration Monitor BRF Floor System	\$ -	\$ -	\$ -	\$ -	\$ 235,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235,375.00	\$ 235,375.00	\$ -	\$ -
7	Design Services	\$ 6,968,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,968,630.00	\$ 6,968,630.00	\$ -	\$ -
8	Passenger Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,817.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,817.21	\$ 96,817.21	\$ -	\$ -
9	Market Insight Analysis/Reporting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,355.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,355.00	\$ 77,355.00	\$ -	\$ -
10	Overnized Baggage Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,627.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,627.20	\$ 24,627.20	\$ -	\$ -
11	Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,942.71	\$ -	\$ -	\$ -	\$ -	\$ 1,942.71	\$ 1,942.71	\$ -	\$ -
12	Concessions Master Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,924,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,924,250.00	\$ 6,924,250.00	\$ -	\$ -
13	Concessions C-Band Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,779.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,779.00	\$ 34,779.00	\$ -	\$ -
14	Wayfinding Signage Terminal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,527,647.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,527,647.00	\$ 2,527,647.00	\$ -	\$ -
15	AirCrown Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,940.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,940.13	\$ 90,940.13	\$ -	\$ -
16	Overnized Baggage System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,319.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,319.05	\$ 92,319.05	\$ -	\$ -
17	U.S. Customs/Border Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,545.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,545.10	\$ 93,545.10	\$ -	\$ -
18	Temporary TSA Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,132.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,132.25	\$ 51,132.25	\$ -	\$ -
19	Remote Loading Dock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,555.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,555.75	\$ 89,555.75	\$ -	\$ -
20	Gate B1A, Loading Dock Field Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,989.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,989.24	\$ 99,989.24	\$ -	\$ -
21	Additional Design Services	\$ 1,976,545.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,976,545.39	\$ 1,976,545.39	\$ -	\$ -
21.2	Deduct from Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,777.68	\$ 258,777.68	\$ -	\$ -
22	Design - Modeling of Existing Conditions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,950.00	\$ 55,950.00	\$ -	\$ -
23	Concessions - Master Plan Completion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,621.20	\$ 82,058.00	\$ -	\$ -	\$ -	\$ -	\$ 94,577.20	\$ 94,577.20	\$ -	\$ -
24	Compendary Architectural Design - Details	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Antenna Path Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,001.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,001.30	\$ 10,001.30	\$ -	\$ -
26	Remote Loading Dock Roof/Walk Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,541.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,541.00	\$ 64,541.00	\$ -	\$ -
27	Redesign of TSA Office/OSCP Space Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,369.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,369.25	\$ 90,369.25	\$ -	\$ -
28	Design - Fire Alarm Upgrade & D Gates Addition	\$ 755,624.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755,624.61	\$ 755,624.61	\$ -	\$ -
29	Design Antenna Lounge Shelf Space	\$ 894,840.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 894,840.83	\$ 894,840.83	\$ -	\$ -
30	Additional Construction Document Planning Element Services - On-Call (8/10/2016-8/31/2016)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Antenna Farm Platform Planning - Assist Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,989.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,989.25	\$ 60,989.25	\$ -	\$ -
32	Deduct Antenna Teststation Relocation - Assist Design Services	\$ 176,955.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,955.90	\$ 176,955.90	\$ -	\$ -
32.2	Antenna Teststation Relocation - Assist Design Svcs.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,895.00	\$ 85,895.00	\$ -	\$ -
33	Antenna Platform Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 357,626.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 357,626.00	\$ 357,626.00	\$ -	\$ -
34	Temp. Checkpoint Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,378.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,378.75	\$ 91,378.75	\$ -	\$ -
35	Removal of D Gates/OSP Relocations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,295.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,295.75	\$ 53,295.75	\$ -	\$ -
36	Removal of Gate B1A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,719.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,719.50	\$ 76,719.50	\$ -	\$ -
37	Cable Identification Investigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,430.00	\$ 17,086.00	\$ -	\$ -	\$ -	\$ -	\$ 68,344.00	\$ 68,344.00	\$ -	\$ -
38	Concessions Lease Outline Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,042.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,042.35	\$ 45,042.35	\$ -	\$ -
39	Concessions Post Covid Review Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,035.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,035.35	\$ 44,035.35	\$ -	\$ -
40	Restroom Upgrade Post Covid Solutions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,883.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,883.20	\$ 28,883.20	\$ -	\$ -
41	OSP VE & Alternative Analysis Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,158.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,158.75	\$ 91,158.75	\$ -	\$ -
41.2	Deduct from OSP VE & Analysis Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,144.00	\$ 16,144.00	\$ -	\$ -
42	OSP Amendments for Fire Pump Room	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,901.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,901.00	\$ 88,901.00	\$ -	\$ -
43	Construction Cost Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,350.00	\$ 37,350.00	\$ -	\$ -
44	Pump Room Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,431.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,431.00	\$ 37,431.00	\$ -	\$ -
45	Concessions Final Substitution Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,475.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,475.00	\$ 91,475.00	\$ -	\$ -
46	Confined Language Change	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ -
47	Construction Admin Services	\$ 11,183,943.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,088,948.52	\$ 10,928,943.82	\$ -	\$ 256,000.00
48	CRDC Programming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,925.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,925.50	\$ 98,925.50	\$ -	\$ -
49	CA Services of Issued Construct Documents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,184.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,184.30	\$ 126,184.30	\$ -	\$ -
50	CRDC Substitution Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,501.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,501.80	\$ 83,501.80	\$ -	\$ -
51	Concessions Board Present & Lettering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 440,239.95	\$ -	\$ -	\$ -	\$ 440,239.95	\$ 440,239.95	\$ -	\$ -
52	Lounge Analysis & Substitution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,938.35	\$ -	\$ -	\$ -	\$ 151,768.44	\$ 151,768.44	\$ -	\$ -
53	Concessions Industry Event Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 446,761.70	\$ -	\$ -	\$ -	\$ 446,761.70	\$ 446,761.70	\$ -	\$ -
54	Traffic Data Collection (Gates Expansion)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,972.00	\$ -	\$ -	\$ -	\$ 88,972.00	\$ 88,972.00	\$ -	\$ -
55	TE II - CIP Piv Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,381.15	\$ -	\$ -	\$ -	\$ 67,381.15	\$ 67,381.15	\$ -	\$ -
56	CA Add Services NOV4 27 & 43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 878,071.00	\$ -	\$ -	\$ -	\$ 878,071.00	\$ 878,071.00	\$ -	\$ -
57	CA Add Services NOV4 41 & 42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,541.00	\$ -	\$ -	\$ -	\$ 81,541.00	\$ 81,541.00	\$ -	\$ -
58	Phase II - Gates Design Services	\$ 445,445,380.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,445,380.38	\$ 445,445,380.38	\$ -	\$ 33,633,687.13
59	TE II Curbside Traffic Modeling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 555,630.40	\$ -	\$ -	\$ -	\$ 555,630.40	\$ 555,630.40	\$ -	\$ -
60	CA Add Services NOV4 11,32,38 and 58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884,217.50	\$ -	\$ -	\$ -	\$ 884,217.50	\$ 884,217.50	\$ -	\$ -
61	TSA Checkpoint Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,772.85	\$ -	\$ -	\$ -	\$ 330,772.85	\$ 330,772.85	\$ -	\$ -
62	TE II Common Gate Gate Analysis - OE 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,359.20	\$ -	\$ -	\$ -	\$ 116,359.20	\$ 116,359.20	\$ -	\$ -
63	CRDC On Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388,137.80	\$ -	\$ -	\$ -	\$ 388,137.80	\$ 388,137.80	\$ -	\$ -
64	CA Add Services NOV 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 559,844.50	\$ -	\$ -	\$ -	\$ 559,844.50	\$ 559,844.50	\$ -	\$ -
65	CA Add Services NOV4 44,55,65,67,68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,881.47	\$ -	\$ -	\$ -	\$ 272,881.47	\$ 272,881.47	\$ -	\$ -
66	VOID TE II Restroom Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.00
67	TE II Restroom Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,717.25	\$ 54,717.25	\$ -	\$ -
68	Terminal Expansion I Gates PPC Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,231.35	\$ -	\$ -	\$ -	\$ 68,231.35	\$ 68,231.35	\$ -	\$ -
69	BSW - TE II Maintenance Facility Programming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,109.75	\$ -	\$ -	\$ -	\$ 61,109.75	\$ 61,109.75	\$ -	\$ -
70	NOV4 82,83 and 89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,493.00	\$ 320,493.00	\$ -	\$ -
71	New 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,237.25	\$ 130,237.25	\$ -	\$ -
72	Additional Traffic Data Collection - TE II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,052.25	\$ 15,052.25	\$ -	\$ -
73	CA Services Scope Change - Memorial Day App	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ -
74	Legal Name Change	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ -
75	TE II - Concessions D CA and CEI Services	\$ -	\$ -	\$ -	\$ -	\$ 516,676.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516,676.58	\$ 516,676.58	\$ -	\$ -
CONTRACT TOTALS		\$ 11,936,660.83	\$ 0.00	\$ 34,874.48	\$ 516,676.58	\$ 2										

Task 75 –RSW Terminal Expansion Phase 2 – Concourse D Gate Reconfigurations Construction Administration and Construction Engineering & Inspection Services

I. Objective

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis North America (CONSULTANT) to provide Construction Administration Services and Construction Engineering & Inspection Services for Concourse D Gate Reconfigurations (PROJECT) associated with the Terminal Expansion Phase II Project at the Southwest Florida International Airport (RSW).

II. Description

Under Task Authorization 58, the CONSULTANT provided professional architectural and engineering services relative to the design, construction documents, bidding, and permitting for the Concourse D Gate Reconfigurations (PROJECT) as part of the Terminal Expansion Phase II Project. This task order provides Construction Administration (CA), Construction Engineering & Inspection (CEI), and close-out services for the Concourse D Gate Reconfigurations with an estimated construction time of six (6) months with a closeout period of 1 month, for a total of seven (7) months. These services are in conjunction with the construction management/general contractor services to be performed by Suffolk Construction (CM-GC) based upon their assumed responsibilities defined in their contract with LCPA.

III. Construction Administration Basic Services

The CONSULTANT, acting as the Construction Administrator (CA), shall perform the following tasks for work that they are responsible for designing.

In general, these tasks shall include, but are not limited to, the review of shop drawings, responses to Requests for Information (RFIs), and field observations as needed, and other administrative services including the following:

1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend the meetings with the LCPA, CM-GC, and CEI to answer questions in writing as necessary and offer project design information.
3. Identify a contact person who shall be available to the CM-GC and CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM-GC. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.
4. Update the Design BIM model with addendum and other changes to the bidding documents and submit to CM-GC at Project commencement for

their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.

5. Preparation of an Issued for Construction set incorporating addendum and other changes to the bidding documents; including making revisions in Drawings and Specifications contained in the CM-GC's Contracted Cost of the Work.
6. Review and follow the CM-GC's Safety Plan for all site visits.
7. Attend pre-construction meeting with LCPA, CM-GC, and CEI.
8. Perform Initial Interpretation of the Construction Documents in response to Requests for Information (RFI's) sent by the CM-GC submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM-GC will establish a mutually agreed upon deadline for complex RFI's.
9. Review of submittals, including one re-submittal of each submittal, submitted via CM-GC's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review such as:
 - Hardware
 - Doors and frames
 - PBB mechanical/electrical/comm/IT/security connections

Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM-GC's Submittal Schedule. Consultant assumes they will be working inside the Procore software and will not require a parallel Submittal Management system.

10. Review of non-LCPA directed contract amendments prepared by CM-GC within 5 working days. Consultant shall recommend necessary or desirable changes to the Owner, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the Owner, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
11. Attend weekly job site LCPA Team Meetings chaired by CM-GC, either

in- person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.

12. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds six (6) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.
13. Review of Contractor's BIM as-built record model for each discipline at the completion of construction with an on-line workshop. Delegated design elements are excluded.
14. Review written reports prepared by the CEI on completed mockups identified in Specifications within 7 working days.
15. Provide after-hours initial response to urgent field questions.
16. Review and provide additional comments based on CM-GC's daily report of progress.
17. Perform on-site construction observation visits by engineering disciplines as determined by progress of work, and issue field reports within 3 working days of visit.
18. Assist CM-GC in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
19. Consultant shall support the review of construction claims submitted by the CM-GC and make recommendations to the Owner concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
20. Review Construction Management Plan and Safety Plan Compliance Documents.
21. Substantial and final completion site observations at the end of construction, including review of and addition to the CM-GC's punch list.

22. Perform the Following Final Project Close-Out Services:

- a. Perform site observations of the final completed work deemed by the CM-GC as substantially complete, review and add to punch-lists. CONSULTANT will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
- b. Review and provide written comments to Contractor's BIM Record Model for completeness compared to the Construction Documents. Contractor as-built BIM model will be produced at a minimum Level of Detail (LOD) 400. CONSULTANT will compare Contractor's as-built with the CONSULTANT's as-designed and note any divergences.
- c. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI and CM-GC, that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT as required.
- d. Any project closeout certification for Lee County permits.
- e. Review final set of O&M manuals, operating instructions, schedules, warranties, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM-GC, in accordance with the Contract Documents and respond to CM-GC and Port Authority with written comments.
- f. Conversion of the CM-GC's BIM Model and CM-GC's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPACAD standards.

23. Review of signed Application for Payment and Within four (4) working days after receipt from CEI, A/E will either issue to the LCPA an approved Application for Payment, with a copy to the CM/GC and CEI, for the amount the A/E determines is properly due, or notify the CM/GC, CEI, and LCPA in writing of the A/E's reasons for withholding pay application approval in whole or in part. A copy of any notification will be forwarded to the CM/GC and CEI. The signed application for payment will be date stamped on the date received by the A/E.

Detailed Description of Specific Services

The extent and limitations of the duties, responsibilities, and authority of the CONSULTANT as assigned in the Specifications shall not be modified except as CONSULTANT may otherwise agree in writing.

CONSULTANT shall review and answer with necessary technical interpretations and

clarifications of the Contract Documents and in connection therewith assist LCPA in the preparation of work directive changes and contract amendments as required. CONSULTANT shall have authority, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required bylaws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

CONSULTANT shall act as initial interpreter of the technical requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims between LCPA and CM-GC relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall advise and assist LCPA in settling disputes between LCPA and the CM-GC. Such advice and assistance shall not include preparation for or testimony during any litigation which might arise following such dispute or preparation for or participation during mediation, if required. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.

CONSULTANT shall review Quality Assurance test results, Contract Amendments, and Field Directives as requested by LCPA. CONSULTANT will review a maximum of one (1) additional round of QA testing results conducted as a result of failed initial tests.

Review of Submittals

CONSULTANT shall perform submittal reviews in an expeditious manner consistent with good engineering practices. CONSULTANT shall provide approved design professional knowledgeable of the project, in the specified disciplines, for the appropriate review of submittals. This effort shall not include requests for clarification of CONSULTANT's design, for which the CONSULTANT is responsible to provide under CONSULTANT's design contract.

- A. Initial Submittals:** The CONSULTANT shall review and approve, or disapprove submittals listed in the project's specifications. The CONSULTANT shall review only complete submittals for specific portions of the work as defined in Division 1. The CONSULTANT shall completely review such submittals prior to returning it, in lieu of piecemeal or partial reviews. The CONSULTANT shall immediately advise the CM-GC of the receipt of any incomplete shop drawing submittals as defined in Division 1, of any submittals which reflect an incomplete component, or of any submittals which, upon a cursory review, indicate that a resubmittal will be required. CONSULTANT's review process for each initial submittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return mailing to the CM-GC. The review time for submittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and CM-GC. CM-GC will provide CONSULTANT with access to a Procore based software system and provide management and

administration of each submittal. CONSULTANT shall mark up the submittal reflecting results of the review. The markup shall be via clouded remarks, or other acceptable means which will easily reproduce, and which can be easily identified as a comment or remark on the submittal. CONSULTANT shall input a written record of each submittal on the CM-GC software system upon completion of the review of the submittal.

- B. Resubmittals:** CONSULTANT shall review up to one resubmittal for each of the submittals required per the specifications. Further resubmittals will be performed as an additional service. CONSULTANT shall provide a written record of each additional resubmittal to LCPA upon completion of the review of the resubmittal. The record shall indicate the submittals titles and identification numbers, the number of drawings reviewed with dates of review, the dates of receipt and return of the original submittal and subsequent resubmittals, the labor and costs expended on the latest resubmittal and the specification reference originally requiring the resubmittal. CONSULTANT's review process for each resubmittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return. The review time for resubmittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and the CM-GC.
- C. Records Keeping:** CM-GC shall maintain an accurate filing system to readily make available the status of all submittals received for review. CONSULTANT shall be permitted to retain electronic copies of the review submittals.
- D. Transmittal Sequences:** Except for samples, submittals will be sent only by the CM-GC to the CONSULTANT through the software system.
- E. Design Changes Resulting from Review of Submittals:** Submittal review comment by CONSULTANT, which constitutes a change to the construction contract, will require the CONSULTANT to prepare a change at no additional cost to the LCPA. CONSULTANT shall prepare all necessary specifications and drawing revisions associated with these changes and forward to CM-GC within 15 working days after the completion of the submittal review which necessitated the change.

IV. Meeting by the CONSULTANT's Engineer. CONSULTANT's engineer shall attend regularly scheduled meetings (no more than weekly) during the construction phase of the project, or as requested by the LCPA and/or the Contractor. If additional site meetings beyond what is proposed are required, they will be deemed justification for a request for additional service. Each engineering discipline shall be represented at these meetings either in person or via teleconference. While construction of the engineering discipline's work is in progress, each engineering discipline's engineer shall attend in person no less than once per month. These meetings are to review construction in progress and may include assisting the CEI in Quality Assurance and/or

Quality Control for construction verification reviews and coordination of findings with LCPA for resolution. Prior to the completion of the review meeting, CONSULTANT will brief appropriate LCPA personnel on significant findings. A written report of the CONSULTANT's findings shall be provided to the LCPA's Project Manager within one week of completion of the meeting.

V. As-built Certification. CONSULTANT's civil designer shall conduct certifications related to the permits during the construction phase of the project to ensure the parameters of the as-built certifications are met. The CONSULTANT civil designer shall sign, seal, and apply for the as-built certifications as required to fulfill all remaining rules and regulations set forth by the Lee County Development Order, Lee County Utilities, Florida Department of Environmental Protection, and Southwest Florida Water Management District.

VI. Construction Engineering & Inspection Basic Services

A SUBCONSULTANT, acting as the Construction Engineering & Inspection (CEI) representative, shall provide the services required for the PROJECT including contract administration, inspection, and materials sampling & testing.

The CEI's effort is variable and is dependent on many factors including the performance of the contractor.

The CEI shall measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The CEI will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the project. The CEI will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the LCPA and CM-GC for review. The CEI will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the LCPA and CM-GC for review.

CEI's review of Contractor's work for the purposes of recommending payments shall not impose responsibility on the CEI to make any examination to ascertain how or for what purpose any contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to the LCPA free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between the LCPA and the CM-GC that might affect the amount that should be paid.

The CEI will be the LCPA's primary contact with the contractor and their subcontractors during the course of construction. The CEI will be available to meet with the representatives of the LCPA, the FAA, the FDOT, and other interested parties at the project location. The CEI will coordinate and supervise the personnel who are performing onsite observations, testing, surveying, commissioning, threshold

inspections or other project related services.

The duties and responsibilities of the CEI shall include, but are not limited to, the following:

1. Provide general administrative project management functions required for the CEI services, including but not limited to invoicing, document control, etc.
2. A field office will be provided by others to accommodate up to three (3) people and will include office furniture, telephones, broadband internet access, restrooms, janitorial and maintenance services. Any required permitting cost, utility cost to be borne by others.
3. All on-site CEI personnel will complete the required security badging process. CEI subconsultants or other CEI personnel not appropriately badged will be escorted by a badged CEI employee while in any secure area of the Project.
4. Monitor and inspect Contractor's MOT/Work Zone and Phasing Plans and recommend adjustments as may be required.
5. Schedules: Review the progress schedule, schedule of shop drawings submission and schedule of values prepared by Contractor and consult with the LCPA and design team concerning acceptability. The CEI will maintain an updated CPM based on Contractor-supplied information and CEI observations.
6. Conferences and Meetings: Attend meetings with the Contractor, AtkinsRéalis, and LCPA such as preconstruction conferences and other conferences. CM-GC will prepare and distribute agenda, sign in sheet, and minutes of meetings and conferences.
7. Liaison: Serve as AtkinsRéalis liaison with the Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist in serving as LCPA's liaison with the Contractor when the Contractor's operations affect RSW's onsite operations.
8. Shop Drawings: Receive shop drawings electronically through Procore and use these when performing inspection services.
9. Review and comment on a Quality Control Plan prepared by the Contractor to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. Quality Control processes should be reviewed for acceptance. Review results of the Contractors Quality Control Testing and Inspection Report and comment if required.
10. Review of Work, Rejection of Defective Work, Inspection and Tests: Conducts onsite observations of the work in progress to assist the LCPA and AtkinsRéalis in determining if the work is proceeding in general accordance with the contract documents and that completed work will conform to the contract documents. On request, the CEI will provide

written opinion on “reasonably close” conformance or recommendation to accept or reject work.

11. Report to the LCPA and AtkinsRéalis whenever the CEI believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the LCPA when the CEI believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
12. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in accordance with the contract documents and in presence of the appropriate personnel, and that Contractor has provided adequate records, observe, record, and report to the LCPA and AtkinsRéalis appropriate details relative to test procedures and startups.
13. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to the LCPA.
14. Interpretation of Contract Documents: Maintain current record of Architect or Engineer’s Supplemental Instruction and Contract Amendments (CAs) documents. The CEI shall coordinate with the Contractor to keep the LCPA apprised of pending change order costs evaluating grant eligibility constraints if applicable such that the LCPA can manage project contingency funds. Review Contractor’s documentation of force account work and provide an opinion within three (3) days of receipt.
15. Provide assistance to the LCPA and AtkinsRéalis in resolving claims and disputes.
16. Modifications: Consider and evaluate Contractor’s suggestions for modifications in drawings or specifications and report them with the CEI’s recommendations to the LCPA and AtkinsRéalis.
17. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field directives, additional drawings issued subsequent to the execution of the contract, AtkinsRéalis clarifications and interpretations of the contract documents, progress reports and other project related documents.
18. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to Contractor’s questions or extras or deductions, quantities of materials installed on the project, stored materials delivered, listing of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decision, observations in general and specific observations in the case of the observing test procedures. Send copies of all reports to the LCPA and AtkinsRéalis.
19. Record names, addresses, and telephone numbers of all contractors,

- subcontractors, and major suppliers of materials and equipment on site.
20. Review up-to-date record drawings completed by and received from the Contractor. Maintain a separate set of redlines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the as-built record drawings by AtkinsRéalis.
 21. Furnish to the LCPA and AtkinsRéalis, periodic reports as required of the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 22. Consult with the LCPA and AtkinsRéalis in advance of scheduled major tests, inspections, or start of important phases of the work.
 23. The CM-GC is responsible for safety on the construction site and staging area. However, the CEI will immediately report the occurrence of any accident to the CM-GC, LCPA, and AtkinsRéalis.
 24. Review and make recommendations to certify Contractor's payroll submittals for compliance with Federal law pertaining to classification and wage rates. Review and approve the Contractor's payroll and wage rates per federal standards, prior to forwarding to the LCPA for further review and approval. The CEI will conduct Federal wage rate surveys of the Contractor's personnel and their sub-contractor's personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. These surveys are not inclusive or exhaustive but are random samples of onsite employees. The CEI will submit the wage rate survey records to the LCPA for review.
 25. Prior to the submittal of the first application for payment, review and make recommendations for approval of a Schedule of Values from which will be made the basis for future progress applications. In order to identify and match completed work with respect to various funding sources, applications will be segregated as agreed to by the LCPA. This effort will also apply to requests for payment by the CEI.
 26. Evaluate the construction schedule and, if necessary, provide recommendations for a "recovery schedule" proposed by the Contractor.
 27. Assist the airport's grants administrator in tracking costs to the available budget.
 28. Review of signed Application for Payment and Within four (4) working days after receipt from CM/GC, CEI will either issue to the LCPA an approved Application for Payment, with a copy to the CM/GC and A/E, for the amount CEI determines is properly due, or notify the CM/GC, A/E, and LCPA in writing of the CEI's reasons for withholding pay application approval in whole or in part. A copy of any notification will be forwarded to the CM/GC by the CEI. The signed application for payment will be date stamped on the date received by CEI.
 29. Review applications for payment with Contactor for compliance with the established procedure for their submission and forward them with recommendations to the LCPA and AtkinsRéalis, noting particularly their relation to the schedule of values, percent of work completed, lien

waivers, DBE participation, proper certified payrolls, required schedule updates, recommended action to the LCPA and AtkinsRéalis, and material and equipment delivered at the site but not incorporated in the work.

30. During the course of the work, verify that mill certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to the LCPA and AtkinsRéalis for review and prior to final acceptance of the work.
31. Before the LCPA and AtkinsRéalis issue a Certificate of Substantial Completion, submit to both and to the Contractor a list of observed items requiring completion or correction.
32. Coordinate, obtain and review project close-out documentation from the Contractor for submission to the LCPA and AtkinsRéalis, including, but not limited to: contract amendment summary, as-built drawings, Operations and Maintenance (O&M Manuals), warranties, certifications, test results, certified payrolls, final DBE participation, and final release of lien.
33. Conduct a final inspection in the company of the LCPA, AtkinsRéalis, and Contractor and prepare a final list of items to be completed or corrected.
34. Verify that all items on final list have been completed or corrected and make recommendations to the LCPA and AtkinsRéalis concerning acceptance.
35. Participate in warranty inspection of the project.
36. The CONSULTANT will attend and observe all inspections and testing exercises conducted by the Contractor. The CEI is not responsible for providing system inspection services.

Threshold Inspection

1. The CEI team will inspect the framing shown on the Structural Drawings in accordance with the approved Threshold Inspection Plan (TIP) to verify that the work is constructed in substantial accordance with the Contract Documents, except for AtkinsRéalis and building official approved variations.
2. Visit the site at a frequency to satisfy that the inspections comply with the TIP (At times, this will be daily inspections).
3. Inspect the following as required by TIP:
 - i. Excavations, grading and backfill
 - ii. Deep foundations (piles), pile caps and grade beams
 - iii. Concrete reinforcing and embedments
 - iv. Cast-in-place concrete – slabs-on-ground, slabs
 - v. Post-installed anchors – mechanical and adhesive
 - vi. Masonry
 - vii. Structural steel – beams and deck
 - viii. Structural steel connections – bolted and welded (visual only)

- ix. Spray-applied fireproofing, if applicable
- x. Cold-formed steel framing and connections
- 4. Prepare a report after each visit that identifies the work performed was in general conformance with the Contract Documents, as well as the location and description of any deviations.
- 5. Verify that the work of the Testing Agencies complies with the requirements of the Contract Documents.
- 6. Communicate with the Structural Engineer of Record at least once each week to discuss details of the project and to confirm that the SI has up-to-date sketches, revisions, and RFI responses.

Reports

- 1. Record progress, working conditions, observations, testing, deviations from the Contract Documents, and any required corrective actions. Retain the records for a minimum of 7 years after completion of the project.
- 2. Notify the Contractor in person and AtkinsRéalis by telephone of materials tests, equipment, workmanship or construction that:
 - i. Does not conform to the Contract Documents, or
 - ii. Is not inspected or tested and cannot be inspected or tested in place.
- 3. Maintain an "Exceptions" file and review it on a daily basis, updating as exceptions are rectified. If any exceptions are not resolved in a timely manner, issue a non-compliance notice to the Contractor and shall copy the Building Code Compliance Office, the LCPA, and AtkinsRéalis Architect and Structural Engineer of Record.
- 4. Prepare and submit reports after each inspection.
- 5. Provide a final conformance report to the enforcement agency.

Commissioning

In general, the systems to be commissioned include the following:

- Two (2) Passenger Boarding Bridges (PBBs) & associated mechanical, electrical, and comm/IT systems.

The Commissioning Process is the quality-oriented process for achieving, evaluating, and documenting that the performance of PBB systems and assemblies meets defined objectives and criteria. The CM-GC trades will provide commissioning services (Cx) for the project as generally outlined in the *AABC Commissioning Group (ACG) Commissioning Guideline* and *ASHRAE Standard 202, Commissioning Process for Buildings and Systems*.

Conduct periodic site observation visits to review the installation of systems being commissioned and witness some equipment start up. A report will be issued to the LCPA and AtkinsRéalis after each visit.

Verify the contractor develops and implements equipment start-up procedures, manufacturer start-up sheets, and system verification checklists (Pre-Functional

Checklists, or PFCs) for all pieces of equipment. CEI will ensure these checklists are completed and will document the procedure.

The CEI team (CxA) will lead the team in the functional performance testing phase and will verify the installation and performance of the each of the systems to be commissioned. The CxA will develop and oversee the functional performance testing for each system to measure discrete operations and the interoperability of systems and components, to verify all systems are operating in compliance with the construction documents, and the Cx plan.

Quality Assurance Program

Provide Quality Assurance (QA) testing in accordance with the requirements of the plans and specifications including: engineers, technicians or inspectors, field sampling, field and/or laboratory testing and a typed report signed and sealed by a State of Florida Registered Professional Engineer. The CEI shall retain an accredited testing laboratory for the quality assurance testing of construction materials. Maintain records of the required test reports produced by the testing laboratory and quality control charts or summary statistics as applicable. Coordinate retest of failing, borderline or disputed materials.

Provide the following non-inclusive QA testing:

- Helical Pile Observation
- Pile Load Testing (Contractor to provide all reaction piles, test equipment and set-up)
- Laboratory compaction testing
- Field compaction testing
- Soil classification by USCS
- Laboratory LBR or CBR
- Field Modulus of Subgrade Reaction
- Sieve Analysis
- Petrographic Analysis
- Concrete Compressive Strength
- Concrete Split Tensile Strength
- Concrete Flexural Strength
- Masonry Efflorescence
- Steel Ultrasound NDT
- Aggregate Soundness
- Aggregate Abrasion Resistance
- Alkali silica reactivity
- Clay lumps and friable particles
- Aggregate fractured faces
- Aggregate flat or elongated particles
- Asphalt pavement mix testing and Contractor supplied and calibrated testing facilities

Limitations of CEI's Authority - Except upon written instruction from the LCPA:

- Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- Shall not exceed limitations of CEI's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, to stop or expedite the work.
- Shall not 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.
- Shall not issue directions as to safety programs in connections with the work.
- Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- Shall not authorize any party to occupy or use the project in whole or in part, without the approval of the LCPA.
- Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by AtkinsRéalis.
- Shall not be responsible for means, methods, techniques, sequences, procedures of construction, or selection of materials selected by the Contractor or the safety precautions and programs incident to the work of the Contract. CEI/AtkinsRéalis shall not guarantee the performance of the Contractor to perform the construction work in accordance with the Contract Documents.
- Shall not prepare or issue NOTAMs and, as a result, it is assumed NOTAMS shall be prepared and issued by the LCPA.
- In the event that the LCPA and CEI/AtkinsRéalis believe it to be in the best interest of the project that additional construction engineering inspection services, or additional services beyond what is provided for in this scope of services, a separate task order/authorization, which specifies the proposed scope of services to be performed, will be prepared.
- CEI shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may in the judgement of CEI jeopardize safety. This shall not relieve the Contractor of their responsibility to meet these requirements.
- This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the LCPA and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this task order.

VII. Contract Completion: All work and services to be performed under this Task Order will be completed within thirty (30) days after the date of Substantial Completion of the Total Work.

VIII. Deliverables:

1. Updated BIM Model based on Addendum and other changes to Bid Documents
2. Issued for Construction Documents
3. RFI's Responses
4. Submittal Reviews
5. Review of CM-GC Contract Amendments
6. Review of Written Reports prepared by CEI
7. Review of CM-GC Daily Reports
8. On-site Observation Field Reports
9. Updated Construction Documents as needed for Contract Amendments
10. Review of Construction Claims submitted by CM-GC
11. Review of Construction Management Plan and Safety Plan Compliance Documents
12. Substantial and Final Completion Punch Lists
13. Autocad As-built Drawings Based on CM-GC Red Lines
14. FDOT Completion Certifications
15. Final Project Closeout Documentation

IX. Additional services

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services due to the fault of the CONSULTANT, any Additional Services provided in accordance with this Section shall entitle the CONSULTANT the additional compensation and an appropriate adjustment in the CONSULTANT's schedule. Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify LCPA with reasonable promptness and explain the facts circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT received LCPA's written authorization:

1. Services necessitated by a change in scope such as a change in the Initial Information, previous instructions or recommendations given by the CEI, CM-GC, or LCPA, approvals given by LCPA, or a material change in the Project including, but not limited to, size, quality, complexity, LCPA's schedule or budget for Cost of the Work or bid packages;
2. Changing or editing previously prepared Construction Documents necessitated by the enactment of revision of codes, laws or regulations, or official interpretations;
3. Services necessitated by decisions of LCPA, CEI, or CM-GC not rendered in a timely manner or any other failure of performance on the part of LCPA or LCPA's consultants or contractors;
4. Preparation of design and documentation for an alternate bid or proposal requests proposed by LCPA, CEI, or CM-GC;
5. Preparation for, and attendance at a dispute resolution processing or legal proceedings, except where the CONSULTANT is part thereto;

6. Consultations concerning replacement of Work resulting from fire or other cause during construction;
7. Services necessitated by replacement of the CM-GC as constructor project delivery method to a different CM-GC, or to an alternative project delivery method;
8. Engineering services required solely due to the CM-GC's means and methods of construction, such as temporary shoring, HVAC, electrical, security, communications, and fire protection.
9. Design changes due to incorrect information on LCPA provided record drawings of inaccessible conditions.
10. Reviewing a CEI or CM-GC's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CEI or CM-GC from a careful study and comparison of the Contract Documents, field conditions, other LCPA-provided information, CM-GC prepared coordination drawings, or prior Project correspondence or documentation;
11. Preparing Contract Amendments, and Construction Change Directives documentation except for Notices of Variation (NOVs) to the construction documents agreed by LCPA within the original scope of the project as designed.
12. Evaluating substitution of major systems proposed by LCPA or CM-GC unless proposed substitutions are made in accordance with the contract document provisions and represent components/systems that meet the original design intent and technical requirements of the construction documents.

The following Additional Services will be provided after execution of this Agreement, as part of an established Allowance identified below. CONSULTANT shall charge the cost against their Allowance as mutually agreed upon by CONSULTANT and LCPA prior to execution of the work.

- A. Changing or editing previously prepared Construction Documents necessitated by the enactment of revisions to regulations or guidelines, such as approved equipment, systems, or operational changes.
- B. Services associated with the coordination of design and construction of tenant improvement work by concessionaires, airlines, tenants, or other third parties, within their lease space, including review of compliance with the Tenant Design Manual; except for TSA.
- C. Review and provide comments on CM-GC's proposed layout documents showing temporary partitions, signage, and wayfinding by passengers affected by the construction phasing.
- D. Additional County-imposed fees for permitting of documents due to changes in the Construction Documents requiring plan review by the County.

X. Schedule

Fee is based on an overall construction duration including close-out, of seven (7) total months.

XI. Fees

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

TASK TOTAL SUM

\$516,676.58

Organizational Chart

RSW Terminal Expansion Phase II
Concourse D Gate Reconfigurations
CA and CEI Services
Organizational Chart
December 13, 2023

