

CA No. 19

Vendor No. 190701

Contract No. 9710

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 22-66 General Construction Manager/ General Contractor
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 for 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: FMY – Fuel Farm Expansion Project Construction

(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:

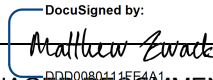
- ____ Consultant/Contractor Records
____ Cost plus fixed fee
____ Force Account

(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.

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

Matthew Zwack DocuSigned by: 12/6/2023



Matthew Zwack

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

N/A

FDOT: N/A FAA: NA
FDOT Representative FAA Representative

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

Port Attorney



LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐

By: N/A
Deputy Executive Director or Designee

☒

Board Item

By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION**CA No. 19**

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
Survey & Layout	Tomahawk Surveying, Inc. 21640 US Hwy 331 N Laurel Hill, FL 32567	\$8,810.00		
Material Testing	GFA International – Universal Engineering 1030 S WC Owen Ave Clewiston, FL 33440	\$3,391.30		
Concrete	Cougar Companies 1841 Ortiz Ave. Ft. Myers, FL 33905	\$143,244.00	Yes	\$7,162.20
Concrete Coating	Garagefeet Floor Coatings 5011 Lockett Rd. #4 Ft. Myers, FL 33905	131,680.10		
Electrical	Nauti Electric 4313 SE 13 th Place Cape Coral, FL 33904	\$75,375.00	Yes	\$7,537.50
Earthwork	Bateman Contracting 3260 Cargo Street Ft. Myers, FL 33916	\$136,960.00	Yes	\$136,960.00
Fencing & Gates	Century Fence 1010 SE 9 th Street Cape Coral, FL 33990	\$38,500.00		
Fuel Systems	FL Petroleum Services 2078 S Orange Blossom Trl. Apopka, FL 32703	\$688,040.00	Yes	\$67,000.00

EXHIBIT B - CONTRACT SUMMARY

Owen-Ames-Kimball Company Contract No. 9710

Contract Amendment

12/4/2023

CA 19

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	This Contract Adjustment	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2022-23	CM/GC	Sub Costs	Current Contract Value	TAs Issued	Pending TAs
19										
1	Long Term Parking Cost Estimates				\$ 10,128.00	\$ 10,128.00		\$ 10,128.00	\$ 10,128.00	
2	RAC Excavation Bid Management				\$ 4,816.00	\$ 4,816.00		\$ 4,816.00	\$ 4,816.00	
3	Petro Scrape Down Bid Management				\$ 4,816.00	\$ 4,816.00		\$ 4,816.00	\$ 4,816.00	
4	Roofing Consulting Services				\$ 9,189.00	\$ 9,189.00	\$ 8,325.00	\$ 9,189.00	\$ 9,189.00	
5	Vegetative Fuel Reduction - Rebid				\$ 5,655.75	\$ 5,655.75		\$ 5,655.75	\$ 5,655.75	
6	Onsite Exotic Removal Pre-con				\$ 5,655.75	\$ 4,655.75		\$ 5,655.75	\$ 5,655.75	
7	Aerial Photos				\$ 12,081.00	\$ 4,861.00	\$ 7,220.00	\$ 12,081.00	\$ 12,081.00	
8	Jet A Precon				\$ 12,734.50	\$ 12,734.50		\$ 12,734.50	\$ 12,734.50	
9	RSW - RAC Fire Construction				\$ 23,587.00	\$ 11,057.00	\$ 12,530.00	\$ 23,587.00	\$ 23,587.00	
10	RSW - Petroluem Scrape Down				\$ 6,820.00	\$ 3,070.00	\$ 3,750.00	\$ 6,820.00	\$ 6,820.00	
11	RSW - Onsite Mechanical Vegetation Reduc				\$ 51,541.25	\$ 13,670.00	\$ 37,871.25	\$ 51,541.25	\$ 51,541.25	
12	RSW - Mitigation Park North Hot Spots Precon				\$9,450.50	\$9,450.50		\$ 9,450.50	\$ 9,450.50	
13	RSW - Mitigation Park South Hot Spots Precon				\$ 9,906.50	\$ 9,906.50		\$ 9,906.50	\$ 9,906.50	
14	RSW - Mitigation Park Site H Hot Spots Precon				\$ 9,450.50	\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
15	RSW - Mitigation Park trails & fence repair Precon				\$ 9,450.50	\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
16	RSW - Mitigation Park Site H - Construction Oversight					\$ 59,095.71	\$ 435,625.52	\$ 494,721.23	\$ 494,721.23	
17	RSW - Mitigation Park South Exotic - Const. Oversight					\$ 59,095.71	\$ 481,958.32	\$ 541,054.03	\$ 541,054.03	
18	RSW - Mitigation Park North Exotic - Const. Oversight					\$ 62,157.71	\$ 739,847.97	\$ 802,005.68	\$ 802,005.68	
19	RSW - Mitigation Park Fence and Trails - Const. Oversight					\$ 56,556.50	\$ 346,004.73	\$ 402,561.23	\$ 402,561.23	
20	FMY - Fuel Farm Expasnion Project			\$ 1,588,436.40		\$ 362,436.00	\$ 1,226,000.40	\$ 1,588,436.40		\$ 1,588,436.40
CONTRACT TOTALS		\$ -	\$ -	\$ 1,588,436.40	\$ 185,282.25	\$ 722,252.63	\$ 3,299,133.19	\$ 4,014,060.82	\$ 2,425,624.42	\$ 1,588,436.40

Board-approved Level 4 - \$100,000 11/3/16



**Page Field Airport
FMY Fuel Farm Expansion Project
Construction Scope of Services**

OBJECTIVE

The objective shall be to provide construction oversight for the FMY Fuel Farm Expansion Project. The goal of the Construction Manager / General Contractor (CM/GC) is to perform construction oversight of the scope of work as outlined in the project documents. The CM/GC will also provide final statement of completion that the project was completed in compliance with contract details.

DESCRIPTION

The project consists of expanding the existing fuel farm capacity with (1) new 30,000-Gallon UL142 Single-Walled Horizontal AST with Catwalk, normal and emergency vents, (2) Manways, mag level probe for primary tank gauging, clock gauging, gauge hatch, floating suction, inlet drop tube with diffuser, emergency high-level shutoff valve, PD hand pump and other appurtenances as shown on the plans. New structural tank foundations and spill containment area shall be integrated into the existing containment structure to provide full tank spill containment as required by the US EPA'S SPCC rules and NFPA 30. Refer to section 6 of General Scope & Code Related Notes on page G1.03 for complete SOW.

As outlined in the Professional Services Agreement, the CM/GC may cross-utilize funds from the various tasks assigned to accomplish the overall purpose and goal of this Agreement provided CM/GC has obtained prior written approval from the Authority. The Authority shall review the need for such request and the impact on other assigned tasks. In doing so, the Port Authority retains the authority to add, delete or modify any task outlined in the Scope of Services.

BASIC SERVICES

Coordination:

- 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 PORT AUTHORITY. The CM/GC will assist the PORT AUTHORITY as required for the timely successful completion of the project.
- The CM/GC shall be required to work cooperatively with the PORT AUTHORITY and the Engineer during the duration of construction.
- The CM/GC shall attend all necessary meetings with officials of the LCPA. The CM/GC shall participate in LCPA Airports Special Management Committee and Board of Port Commissioners Meetings when the contract goes to them for approval; as well as special meetings with the Engineer and others to provide information and make recommendations concerning the project.
- As requested by the Engineer and/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.



- The CM/GC shall recommend and justify to the LCPA any requests for a Notice of Variation (NOV), Field Directive (FD), Contract Amendment (CA) or any extensions of contract time.

Construction Management / Contract Administration:

- The CM/GC shall receive the contractor selected from PORT AUTHORITY and prepare a letter of intent for the selected subcontractor.
- The CM/GC shall receive, inspect and if applicable, approve insurance documents.
- The CM/GC shall enter into subcontractor agreements for performance of all aspects of construction phase activities needed for successful completion of the project as outlined in the contract documents.
- The CM/GC shall conduct all Construction Management Activities in conformance with the Professional Services Agreement.
- Prior to construction starting, the CM/GC shall setup and attend a preconstruction meeting with PORT AUTHORITY and the subcontractor to review the following:
 - Schedule of Values, Schedule of the Work, Staging Area for Materials and Equipment, Inspection of the Contract Work, Identification and Responsibility of the Contractor's Employees, Required Submittals, Safety and Health Requirements, Communication and Correspondence, Authorized Persons, Mobilization, and Parking.
- The CM/GC shall coordinate with the PORT AUTHORITY to establish the date of the Notice to Proceed.
- The CM/GC shall submit substantial/final completion certifications for approval by the Engineer and LCPA.
- The CM/GC shall assign a specific **Project Superintendent** who will:
 - Notify FMY Airport daily of anticipated work that day.
 - Conduct regular on-site inspections.
 - Direct day-to-day field labor forces including superintendents, subcontractors and other construction related personnel.
 - Assist project manager in the supervision and responsibility of the total construction effort in accordance with design, budget, quality and schedule.
 - Assist with providing technical assistance (interpretation of drawings, recommendation of construction methods and equipment, etc.).
 - Review and approve/reject monthly subcontractor payment applications in conjunction with the Engineer and LCPA project manager.
 - Communicate and enforce safety and health management program.
 - Monitor costs, including labor time and material.
 - Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion.
 - Ensure that subcontractors are fully executing and complying with their contracted scope of work.
 - Ensure that subcontractors are properly trained in working within the airport environment and that they comply with all safety rules.
 - Issue notices of non-compliance to subcontractors in regard to quality of work or scheduling.
 - Ensure that the job site area is always kept in a clean and organized manner.
 - Perform job progress and completion punch list identification and completion.
 - Oversee the installation of all necessary environmental controls as necessary and as designated in the contract documents.



- Obtain weekly reports from sub-contractor to document weather, field conditions, manpower, progress, accident reports, quality reports, etc. and share with the Engineer and PORT AUTHORITY by the end of the following week.
- Coordination and communication with the Engineer.
- Coordination and communication with the LCPA's staff.
- The CM/GC shall assign a specific **part-time Project Manager** to the project whom, with necessary support from within the CM/GC organization, will provide all necessary project management services for the project.
 - Provide construction management services throughout the construction duration.
 - Provide management services of all work and materials.
 - Substantial and Final completion inspections.
 - Provide scheduling services and take all necessary steps to ensure the project milestone requirements are met.
 - Prepare and process payment requests for approval in accordance with project specific requirements of the LCPA.
 - Report potential budget and schedule variances to LCPA and take all necessary and appropriate steps to implement a speedy recovery plan.
 - Report to Engineer and the LCPA whenever he 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 or approval required to be made or has been damaged prior to final acceptance.
 - Report to Engineer and LCPA when he believes work should be corrected or rejected or should be uncovered for observation, or requires special inspection or approval. The CM/GC shall issue to the subcontractor a Notice of Noncompliance on these deficient items with a copy of such notice to LCPA and the Engineer.
 - The CM/GC will notify the LCPA 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 Engineer and PORT AUTHORITY for comments and/or approval.
 - Prepare requests to the Subcontractor to review proposed modifications through a Notice of Variance form.
 - Issue Field Directives (FD) to Subcontractors as necessary and approved by LCPA, which orders an addition, deletion or change in the required construction work as set forth in the construction documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due to the Subcontractors.
 - The CM/GC shall receive and evaluate requests for proposed Contract Amendments (CA); advise the LCPA of the impact of potential changes on Project Costs and schedules; make recommendations regarding Contract Amendment dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Contract Amendments.
 - The CM/GC shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Contract Amendments (CA's) and shop drawings/submittals. These logs should track dates of receipt and approval by Engineer, CM/GC and LCPA.
 - The CM/GC shall continually monitor the effects of weather and advise LCPA of potential consequential delays to overall schedule.



- The CM/GC shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with LCPA procedures.
- 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 LCPA project goals.
- Based on observation by the CM/GC, as well as the recommendations of the Engineer and an evaluation of the Application for Payment, the CM/GC will determine the amount owed 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, consistent with LCPA procedures.
- The CM/GC shall receive, check for accuracy, and submit to the LCPA all releases of liens and claims required of Subcontractor(s).
- The CM/GC shall recommend to the LCPA any partial or complete default action as necessary against the Subcontractor(s) and assist the LCPA in determining the amounts due under default statements.

Substantial Completion:

- When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC and the Engineer has preliminarily inspected and approved the work, the CM/GC shall advise the PORT AUTHORITY, in writing, that the work in question is ready to be inspected by the PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.
- For Substantial Completion inspection, the CM/GC shall coordinate with the Engineer to inspect the work. If no corrective actions are required CM/GC shall coordinate the Final Inspection. If corrective actions are required, the GM/GC will prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch List) to necessary subcontractors for corrective action with copies to all parties. The GM/GC will have 30 days from the Substantial Completion effective date to correct all deficiencies listed on the punchlist.
- Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if all items on the punchlist have been addressed, shall advise the LCPA, that the work is ready for acceptance. The LCPA, based on these recommendations, shall issue written notification of Final Completion.

Project Closeout and Final Acceptance:

- (a) Perform post construction administrative project close-out procedures.
- (b) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.



DELIVERABLES

CM/GC will provide LCPA the following:

- 1. The Kickoff Meeting Agenda
- 2. Subcontractor Weekly Reports
- 3. Substantial/Final Completion Certificates

SCHEDULE

Expected Construction NTP	January 26, 2024
Substantial Completion (Anticipated)	December 23, 2024 (332 days after NTP)
Final Completion (Anticipated)	January 22, 2025 (30 after Substantial Completion)

(d) Fee Summary:

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

Subcontractor Total	\$1,226,000.40
CM-GC General Conditions:	
Non-personnel Costs	\$49,320.00
Superintendent Personnel Costs	\$237,960.00
Construction Management Fee:	
Professional Personnel Costs	\$75,156.00
Task Total Lump Sum Amount	\$1,588,436.40

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

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