

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

**1. WORDING FOR AGENDA:**

Request Board 1) authorize execution of Supplemental Agreement No. 89 between the Lee County Port Authority and Owen-Ames-Kimball Company in the amount of \$1,422,214 to provide construction related services for the improvement of the RSW Cargo Road; and 2) approve a Total Project Budget in the amount of \$1,833,000. Funds are available in account 413 001 4274 6540; RSW Discretionary.

**2. SUBJECT CATEGORY:**

Budgeting, Purchases, Contracts, and Agreements

A14C

**3. MEETING DATE:**

09-28-2004

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

**TIME REQUIRED:**  
(Public Only)

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE \_\_\_\_\_
- ORDINANCE \_\_\_\_\_
- ADMIN.CODE \_\_\_\_\_
- OTHER \_\_\_\_\_

**6. REQUESTOR OF INFORMATION:**

- A. (ALL REQUESTS)  
 NAME Mark Fisher M. Fisher  
 DEPT. Development
- B. (PUBLIC ONLY)  
 CITIZEN NAME \_\_\_\_\_  
 CITIZEN PHONE \_\_\_\_\_

**7. BACKGROUND:**

In February 2001, the Board executed a Supplemental Agreement with Owen-Ames-Kimball Company (OAK) to provide various construction management services. This agreement included preconstruction services (design review and bid management activities) for the improvement of the existing Cargo Road to current standards for public access and to construct an airside roadway for airport related traffic and a connector from the maintenance facility to the airside roadway. OAK has completed preconstruction services for the subject project and has successfully bid all construction work. As a result, the following summarizes the construction management services to be provided in this supplemental agreement in accordance with 255 F.S.:

- Low Bid Construction Subcontractor Costs (the cumulative amount of all competitively bid items of construction work) total \$1,141,470.
- OAK has certified that all bids were procured in accordance with federal, state, and local laws and regulations and that the lowest responsive bid has been accepted in all instances for the project.
- OAK services, which include items necessary to successfully manage the project, (construction management, contract administration, testing, permit fees, bonding, insurance, etc.) total \$280,744.
- OAK has committed to meet the Port Authority's DBE goal for this project of 10%.
- All tasks are contingent upon funding availability and issuance of a Task Authorization.
- All project contingencies are controlled by the Port Authority.

This supplemental agreement is subject to Florida Department of Transportation approval.

A Total Project Budget in the amount of \$1,833,000 is attached for Board concurrence. Funds are available in account 413 001 4274 6540; RSW Discretionary.

**8. RECOMMENDED ACTION:**

Recommend Board 1) authorize execution of Supplemental Agreement No. 89 between the Lee County Port Authority and Owen-Ames-Kimball Company in the amount of \$1,422,214 to provide construction related services for the improvement of the RSW Cargo Road; and 2) approve a Total Project Budget in the amount of \$1,833,000.

**9. RECOMMENDED APPROVAL**

|                   |                  |         |               |                           |                    |
|-------------------|------------------|---------|---------------|---------------------------|--------------------|
| DIVISION DIRECTOR | GENERAL SERVICES | FINANCE | PORT ATTORNEY | DEPUTY EXECUTIVE DIRECTOR | EXECUTIVE DIRECTOR |
|                   |                  |         |               |                           |                    |

**10. SPECIAL MANAGEMENT COMMITTEE ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

\_\_\_\_\_  
Chairman

**11. PORT AUTHORITY ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

## LEE COUNTY PORT AUTHORITY

SUPPLEMENTAL AGREEMENT NO. 89

The term SUPPLEMENTAL AGREEMENT as used refers to a written document executed by both parties to an existing Professional Services Agreement, or Service Provider Agreement, setting forth and authorizing professional services, tasks, or work contained in the initial Professional Services Agreement or Service Provider Agreement. Such supplemental services, tasks, or work are consistent with and included within the Scope of Services as set forth in said initial Professional Services Agreement, or Service Provider Agreement.

This Supplemental Agreement, is made and entered into this      day of                     , 20  , between the Lee County Board of Port Commissioners (AUTHORITY) and O-A-K/Florida, Inc., d/b/a/ Owen-Ames-Kimball Company (CONSULTANT) and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement, for the Project Known as:

GENERAL CONSTRUCTION MANAGEMENT AT RISK SERVICES

which Agreement was made and entered into on February 1, 2001, and as said Agreement was subsequently supplemented by Supplemental Agreement(s) Nos. or Change Order Agreement(s) Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87 and 88, which were respectively made and entered into on March 12, 2001, April 23, 2001, March 29, 2001, April 9, 2001, May 14, 2001, April 25, 2001, May 14, 2001, August 14, 2001, November 1, 2001, August 24, 2001, October 11, 2001, November 1, 2001, October 24, 2001, December 3, 2001, January 10, 2002, January 28, 2002, January 30, 2002, February 4, 2002, February 11, 2002, February 11, 2002, February 20, 2002, April 17, 2002, February 26, 2002, March 18, 2002, March 26, 2002, April 15, 2002, April 12, 2002, April 5, 2002, April 16, 2002, April 26, 2002, May 2, 2002, May 31, 2002, May 31, 2002, June 17, 2002, June 25, 2002, July 11, 2002, August 9, 2002, September 3, 2002, September 19, 2002, October 15, 2002, December 5, 2002, October 31, 2002, November 22, 2002, December 30, 2002, February 20, 2003, March 6, 2003, March 13, 2003, February 27, 2003, February 27, 2003, February 27, 2003, March 6, 2003, May 12, 2003, March 27, 2003, July 9, 2003, May 22, 2003, May 22, 2003, August 7, 2003, September 8, 2003, August 14, 2003, September 30, 2003, August 28, 2003, September 19, 2003, September 29, 2003, October 2, 2003, November 10, 2003, October 23, 2003, November 20, 2003, December 4, 2003, December 4, 2003, December 4, 2003, January 15, 2004, December 11, 2003, January 15, 2004, January 8, 2004, March 8, 2004, February 12, 2004, February 26, 2004, March 4, 2004, July 26, 2004, March 18, 2004, May 10, 2004, April 22, 2004, April 29, 2004, May 27, 2004, June 3, 2004, June 10, 2004 and August 5, 2004.

All of the covenants, terms, conditions, provisions and contents of the Professional Services Agreement referred to above, and any Amendments executed thereto, shall be and are applicable to this SUPPLEMENTAL AGREEMENT, as if the same were set forth and contained herein.

A determination has been made by the AUTHORITY that pursuant to and under the purview of the "Scope of Professional Services," Exhibit "A" and the "Compensation and Method of Payment," Exhibit "B" of said Professional Services Agreement, the AUTHORITY desires to supplement the services(s) of CONSULTANT.

The AUTHORITY hereby authorizes the CONSULTANT, and the CONSULTANT hereby agrees, to provide and perform the particular services and/or work as set forth hereafter as a supplement to the services and/or work previously authorized and agreed to. Such services and/or work shall be known nominally as:

General Construction Management at Risk Services

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SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services, tasks and work required and necessary to complete the services and work as set forth in Exhibit "SA-A," entitled "Scope of Professional Services" dated \_\_\_\_\_, 20\_\_, which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 2.00 COMPENSATION

The AUTHORITY shall pay the CONSULTANT for all requested and authorized SUPPLEMENTAL AGREEMENT services, tasks, or work completed hereunder by the CONSULTANT and accepted by the AUTHORITY in accordance with the provisions for compensation and payment of said services, tasks or work as set forth and prescribed in Exhibit "SA-B" dated \_\_\_\_\_, 20\_\_, entitled "Compensation and Method Of Payment," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

The amount of the change in contract compensation and time set forth in this SUPPLEMENTAL AGREEMENT is understood and agreed by both the AUTHORITY and the CONSULTANT to be fair, equitable and adequate, and the changed compensation is to include any and all direct costs, indirect costs, or associated costs which may result from or be caused by this SUPPLEMENTAL AGREEMENT.

The CONSULTANT may cross-utilize funds from the various tasks to accomplish the overall purpose and goal of this AGREEMENT provided prior approval has been obtained from the PORT AUTHORITY. The PORT AUTHORITY shall review the need for such request and the impact on other assigned tasks.

The PORT AUTHORITY shall retain the authority to delete tasks, which are outlined in the scope of services.

SECTION 3.00 TIME AND SCHEDULE

3.01 Time is of the Essence

The timely performance and completion of the required services, work, and materials is vitally important to the interests of the AUTHORITY. Time is of the essence for all of the duties and obligations contained in this SUPPLEMENTAL AGREEMENT.

3.02 Task Authorizations

Following the execution of this SUPPLEMENTAL AGREEMENT, by both parties, the AUTHORITY shall issue the CONSULTANT a written Task Authorization. Following the issuance of such Task Authorization, the CONSULTANT shall be authorized to commence work and shall commence work promptly and shall carry on all such services, tasks and work as may be required in a continuous, diligent, and forthright manner to expeditious completion.

3.03 Time of Performance

The CONSULTANT agrees to complete the services, tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in Exhibit "SA-C," dated \_\_\_\_\_, 20\_\_, entitled "Time and Schedule of Performance," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 4.00 SUBCONSULTANT(S) AND SUBCONTRACTOR(S)

In providing and performing the services, tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, the CONSULTANT intends to engage the assistance of the Subconsultant(s) and/or subcontractor(s) set forth in Exhibit "SA-D" dated \_\_\_\_\_, 20\_\_, entitled "Consultant's Associated Subconsultant(s) and Subcontractor(s)," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 5.00 PROJECT GUIDELINES AND CRITERIA

In providing and performing the tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, the CONSULTANT shall be guided by the content of Exhibit "SA-E" dated \_\_\_\_\_, 20\_\_, entitled "Project Guidelines and Criteria" which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

## SECTION 6.00 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## SECTION 7.00 LOBBYING CERTIFICATION

The CONSULTANT agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONSULTANT shall require that the language of this section, as well as Section 6.00, be included in this award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## SECTION 8.00 ACCEPTANCE

Acceptance of this SUPPLEMENTAL AGREEMENT shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and shall be attested and witnessed as indicated.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required.

IN WITNESS WHEREOF, the parties hereto, by the duly authorized representatives, have executed this SUPPLEMENTAL AGREEMENT effective the day and year first written hereinbefore.

ATTEST:

CONSULTANT:

[Signature]  
(Witness)  
[Signature]  
(Witness)

O-A-K/Florida, Inc., d/b/a  
Owen-Ames-Kimball Company  
By: [Signature]  
(Authorized Signature)  
PRESIDENT  
(Title)

DATE: 8/11/04

PORT AUTHORITY APPROVAL

By: \_\_\_\_\_  
Port Authority Executive Director  
or Designee

Date: \_\_\_\_\_

ATTEST:  
CLERK OF CIRCUIT COURT

AUTHORITY: LEE COUNTY, FLORIDA  
BOARD OF PORT COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman

RECOMMENDED:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of Port Attorney

FAA Approved  
By: \_\_\_\_\_  
Date

FDOT Approved  
By: \_\_\_\_\_  
Date

EXHIBIT "SA-A"

Date: \_\_\_\_\_

SCOPE OF PROFESSIONAL SERVICES

for: General Construction Management at Risk Services

SECTION 1.00 SUPPLEMENTS(S) TO, OR CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, referred to hereinbefore is hereby supplemented so that the CONSULTANT shall provide and perform the following professional services, tasks, or work as a supplement to the scope of services previously agreed to and authorized:

(List each previously established phase or task to be supplemented and provide a comprehensive description of the services, tasks, or work resulting from the Supplement(s)).

See Attachments

Date: \_\_\_\_\_

COMPENSATION AND METHOD OF PAYMENT

for: General Construction Management at Risk Services

SECTION 1.00 CHANGES(S) IN COMPENSATION

The compensation the CONSULTANT shall be entitled to receive for providing and performing the supplemented tasks or work as set forth and enumerated in the Scope of Services set forth in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-To-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or subtask described and authorized in Exhibit "SA-A". In accordance with Professional Services Agreement Article 5 "Method of Payment" tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

| Task Number                                   | Task Title                      | Amount of Compensation | Indicate Basis of Compensation<br>LS or NTE | If Applicable<br>Indicate<br>(W.I.P.P.) |
|---|---------------------------------|------------------------|---|---|
| 80  | RSW Air Cargo Road Improvements | \$ 1,422,214.00        | LS  | W.I.P.P.                                |
| TOTAL (Unless list is continued on next page) |                                 | \$ 1,422,214.00        |   |   |
|   |                                 |                        |   |   |



SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

| Section/Task Number | Section/Task Name                   | Compensation in the Basic Agreement | Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-88</u> | Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) No. <u>89</u> | Summary of Changed Compensation |
|---------------------|-------------------------------------|-------------------------------------|--|---|---------------------------------|
| Task 1              | FMY Airfield Signage                | \$ 8,450.00                         |  |   | \$ 8,450.00                     |
| Task 2              | FMY Exit Taxiways                   | \$ 14,500.00                        |  |   | \$ 14,500.00                    |
| Task 3              | FMY GA Ramp/Phase II T-hangars      | \$ 17,500.00                        |  |   | \$ 17,500.00                    |
| Task 4              | Additional Services                 | \$ 30,000.00                        | \$ 143,955.38  | \$ 1,400.00   | \$ 175,355.38                   |
| Task 5              | RSW East/West Parking Lot Expansion |                                     | \$ 25,160.00   |   | \$ 25,160.00                    |
| Task 6              | FMY Airfield Signage                |                                     | \$ 693,561.00  |   | \$ 693,561.00                   |

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|---------------------|------------------------|-------------------------------------|--|---|---------------------------------|
| Task 7              | FMY T-hangars Phase II |                                     | \$ 1,970,786.00  |   | \$1,970,786.00                  |
| Task 8              | ARFF Facility Addition |                                     | \$ 93,912.00   |   | \$ 93,912.00                    |
| Task 9              | FHP Comm. Center       |                                     | \$ 7,120.00  |   | \$ 7,120.00                     |
| Task 10             | FHP Comm Center CM     |                                     | \$ 539,237.00  |   | \$ 539,237.00                   |
| Task 11             | FMY Angled Exits       |                                     | \$ 486,720.77  |   | \$ 486,720.77                   |
| Tasks 12 - 32       | CMR Services           |                                     | \$ 149,158.62  |   | \$ 149,158.62                   |
| Task 25             | FMY Office Corridor    |                                     | \$ 0.00  |   | \$ 0.00                         |

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|---------------------|----------------------------|-------------------------------------|--|---|---------------------------------|
| Task 21             | RSW Open Lands Remediation |                                     | \$ 0.00  |   | \$ 0.00                         |
| Task 26             | FMY Office Entryway        |                                     | \$ 0.00  |   | \$ 0.00                         |
| Task 33             | FMY Multi-use Hangar       |                                     | \$ 18,250.00   |   | \$ 18,250.00                    |
| Task 34             | FMY T-hangars Phase III    |                                     | \$ 21,750.00   |   | \$ 21,750.00                    |
| Task 35             | Concourse B Windows        |                                     | \$ 5,300.00  |   | \$ 5,300.00                     |
| Task 27             | FMY Depot 7 Demolition     |                                     | \$ 0.00  |   | \$ 0.00                         |
| Task 36             | RSW Conc B Water Intrusion |                                     | \$ 56,722.00   |   | \$ 56,722.00                    |

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

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| Section/Task Number | Section/Task Name            | Compensation in the Basic Agreement | Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-88</u> | Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) No. <u>89</u> | Summary of Changed Compensation |
|---------------------|------------------------------|-------------------------------------|--|---|---------------------------------|
| Task 37             | RSW Explosives Pad           |                                     | \$ 9,983.00  |   | \$ 9,983.00                     |
| Task 38             | FMY Site 1 Remediation       |                                     | \$ 2,000.00  |   | \$ 2,000.00                     |
| Task 39             | RSW B-10 Apron Expansion     |                                     | \$ 36,586.00   |   | \$ 36,586.00                    |
| Task 40             | RSW Second Floor Renovations |                                     | \$ 92,937.00   |   | \$ 92,937.00                    |
| Task 41             | RSW Rehab R/W 6-24           |                                     | \$ 73,650.00   |   | \$ 73,650.00                    |
| Task 42             | RSW Rehab Air Cargo Ramp     |                                     | \$ 12,000.00   |   | \$ 12,000.00                    |
| Task 43             | RSW Cargo Road Imp           |                                     | \$ 20,000.00   |   | \$ 20,000.00                    |
| Task 44             | RSW Signage Inventory        |                                     | \$ 750.00  |   | \$ 750.00                       |

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|---------------------|---------------------------|-------------------------------------|--|---|---------------------------------|
| Task 45             | RSW Sidewalk Curb Repairs |                                     | \$ 1,260.00  |   | \$ 1,260.00                     |
| Task 46             | RSW TB Renovations        |                                     | \$ 3,250.00  |   | \$ 3,250.00                     |
| Task 47             | RSW TB TSA Security       |                                     | \$ 0.00  |   | \$ 0.00                         |
| Task 48             | RSW Exotic Control        |                                     | \$ 9,000.00  |   | \$ 9,000.00                     |
| Task 49             | RSW Prescribed Burns      |                                     | \$ 9,140.00  |   | \$ 9,140.00                     |
| Task 50             | FMY GA Terminal           |                                     | \$123,965.00   |   | \$ 123,965.00                   |
| Task 51             | FMY TB Build Out          |                                     | \$ 18,000.00   |   | \$ 18,000.00                    |
| Task 52             | FMY Entrance Road         |                                     | \$ 15,690.00   |   | \$ 15,690.00                    |

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

| Section/Task Number | Section/Task Name           | Compensation in the Basic Agreement | Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-88</u> | Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) No. <u>89</u> | Summary of Changed Compensation |
|---------------------|-----------------------------|-------------------------------------|--|---|---------------------------------|
| Task 53             | RSW Sidewalk Curb Repairs   |                                     | \$ 18,736.00   |   | \$ 18,736.00                    |
| Task 54             | RSW TB Renovations          |                                     | \$ 76,654.00   |   | \$ 76,654.00                    |
| Task 55             | FMY Fuel Farm               |                                     | \$ 239,186.25  |   | \$ 239,186.25                   |
| Task 56             | 5-year Work Program         |                                     | \$ 8,000.00  |   | \$ 8,000.00                     |
| Task 57             | Leasehold Development       |                                     | \$ 20,000.00   |   | \$ 20,000.00                    |
| Task 58             | FMY Multi-use Hangar        |                                     | \$ 702,403.00  |   | \$ 702,403.00                   |
| Task 59             | FMY Phase III Ramp/T-hangar |                                     | \$1,732,771.00   |   | \$ 1,732,771.00                 |
| Task 60             | RSW Airside Exotic/Nuisance |                                     | \$ 198,784.75  |   | \$ 198,784.75                   |

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|---------------------|------------------------------|-------------------------------------|--|---|---------------------------------|
| Task 61             | RSW Landside Exotic/Nuisance |                                     | \$ 4,642.00  |   | \$ 4,642.00                     |
| Task 62             | RSW Prescribed Burns         |                                     | \$ 33,305.00   |   | \$ 33,305.00                    |
| Task 63             | RSW Fire Sprinkler System    |                                     | \$ 64,081.00   |   | \$ 64,081.00                    |
| Task 64             | Const PM 4.0                 |                                     | \$ 7,645.00  |   | \$ 7,645.00                     |
| Task 65             | FMY Term Bldg Build Out      |                                     | \$2,037,942.00   |   | \$ 2,037,942.00                 |
| Task 66             | Development Portal           |                                     | \$ 25,808.00   |   | \$ 25,808.00                    |
| Task 67             | RSW Economy Hold Entrance    |                                     | \$ 23,045.00   |   | \$ 23,045.00                    |

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|---------------------|------------------------------------|-------------------------------------|--|---|---------------------------------|
| Task 68             | FMY Phase IV T-hangars             |                                     | \$ 7,350.00  |   | \$ 7,350.00                     |
| Task 69             | FMY SE Ramp Expansion              |                                     | \$ 3,750.00  |   | \$ 3,750.00                     |
| Task 70             | FMY Modular Tenant Complex         |                                     | \$ 2,750.00  |   | \$ 2,750.00                     |
| Task 71             | RSW Rehab Air Cargo Ramp           |                                     | \$ 959,946.00  |   | \$ 959,946.00                   |
| Task 72             | RSW Post-Midfield Signage          |                                     | \$ 7,750.00  |   | \$ 7,750.00                     |
| Task 73             | RSW MTC Interior Plantings         |                                     | \$ 2,500.00  | (\$1,400.00)  | \$ 1,100.00                     |
| Task 74             | Midfield Terminal I-75 Interchange |                                     | \$ 115,520.00  |   | \$ 115,520.00                   |



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|---------------------|--------------------------------|-------------------------------------|--|---|---------------------------------|
| Task 75             | FMY SE Ramp Expansion          |                                     | \$ 13,750.00   |   | \$ 13,750.00                    |
| Task 76             | FMY Phase IV Hangars           |                                     | \$ 26,900.00   |   | \$ 26,900.00                    |
| Task 77             | FMY North Quadrant Drainage    |                                     | \$ 21,650.00   |   | \$ 21,650.00                    |
| Task 78             | FMY No Bldg Remedial Roof Work |                                     | \$ 0.00  |   | \$ 0.00                         |
| Task 79             | FMY North Bldg Re-roofing      |                                     | \$ 10,500.00   |   | \$ 10,500.00                    |
| Task 80             | RSW Cargo Road Improvements    |                                     |  | \$ 1,422,214.00   | \$ 1,422,214.00                 |
| TOTAL               |                                | \$ 70,450.00                        | \$11,005,212.77  | \$ 1,422,214.00   | \$12,497,876.77                 |

EXHIBIT "SA-C"

Date: \_\_\_\_\_

TIME AND SCHEDULE OF PERFORMANCE

for: General Construction Management at Risk Services

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SECTION 1.00 CHANGES FOR THIS SUPPLEMENTAL AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," entitled "Scope of Professional Services" attached hereto is as follows:

| Phase and/or Task Reference as Enumerated in EXHIBIT SA-A | Name or Title of Phase and/or Task | Number of Calendar Days For Completion of Each Phase and/or Task | Cumulative Number of Calendar Days For Completion From Date of Task Authorization For This SA |
|---|------------------------------------|--|---|
|   | N/A                                |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |

EXHIBIT "SA-C"

Date: \_\_\_\_\_

TIME AND SCHEDULE OF PERFORMANCE

for: General Construction Management at Risk Services

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the time and schedule the AUTHORITY and the CONSULTANT has previously agreed to for all of the work to be done under this Professional Services Agreement shall be changed to be as follows:

| Phase and/or Task Reference as Enumerated in EXHIBIT "A" AND "SA-A" | Name or Title of Phase and/or Task | Number of Calendar Days For completion of Each Phase and/or Task | Cumulative Number of Calendar Days For Completion From Date of Task Authorization |
|---|------------------------------------|--|---|
|   | N/A                                |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |
|   |                                    |  |   |

EXHIBIT "SA-D"

Date: \_\_\_\_\_

CONSULTANT'S ASSOCIATED SUBCONSULTANT(S) AND SUBCONTRACTOR(S)

for: General Construction Management at Risk Services

CONSULTANT intends to engage the following subconsultant(s) and/or subcontractor(s) to assist the CONSULTANT in providing and performing the services, tasks, or work required under this SUPPLEMENTAL AGREEMENT.

(If none, enter the word "none" in the space below.)

| Service and/or Work to be Provided or Performed | Name and Address of Individual or Firm  | Disadvantaged, Minority or Women Business Enterprise (If Yes, Indicate Type) |    |      | Subconsultant Services are Exempted From Prime Consultant's Insurance Coverage |    |
|---|---|--|----|------|--|----|
|   |   | Yes  | No | Type | Yes  | No |
| Testing   | Allied Engineering & Testing<br>5300-A Lee Blvd.<br>Lehigh Acres, FL<br>33970 |  |    |      |  |    |
| Sodding   | Triple J of Lee County<br>2360 Prince Street<br>Fort Myers, FL 33901          |  |    |      |  |    |

EXHIBIT "SA-E"

Date: \_\_\_\_\_

PROJECT GUIDELINES AND CRITERIA

for: General Construction Management at Risk Services

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, Exhibit "E," the AUTHORITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, in performing the professional services, tasks or work to be provided pursuant to the professional services set forth hereinbefore in SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," attached hereto:

(If none, enter the word "None" in the space below.)

None

| Task  | Original Contract Amount | Total Project Budget Contract Increases | Total Project Budget Contract Decreases | Other Contract Adjustments | Current Contract Adjustments | Contract Value         | TAs Issued             | Pending TAs           | Remaining Contract Balance |
|---|--------------------------|---|---|----------------------------|------------------------------|------------------------|------------------------|-----------------------|----------------------------|
| 1 FMY Airfield Signage                      | \$8,450                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$8,450                | \$8,450                | \$0                   | \$0                        |
| 2 FMY Exit Taxways                          | \$14,500                 | \$0.00                                  | \$0.00                                  | \$0.00                     | 0.00                         | \$14,500               | \$14,500               | \$0                   | \$0                        |
| 3 FMY GA Ramp and Phase II T-hangers        | \$17,500                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$17,500               | \$17,500               | \$0                   | \$0                        |
| 4 Additional Services                       | \$55,000                 | \$0.00                                  | \$0.00                                  | \$118,955.38               | \$1,400                      | \$175,355.38           | \$141,536.50           | \$0                   | \$33,818.88                |
| 5 RSW East/West Parking Lot Expansion       | \$25,160                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$25,160               | \$25,160               | \$0                   | \$0                        |
| 6 FMY Airfield Signage Improvements         | \$617,912                | \$75,649.00                             | \$0.00                                  | \$0.00                     | \$0.00                       | \$693,561              | \$693,561              | \$0                   | \$0                        |
| 7 FMY T-hangers Phase II                    | \$1,874,727              | \$96,059.00                             | \$0.00                                  | \$0.00                     | \$0.00                       | \$1,970,786            | \$1,970,786            | \$0                   | \$0                        |
| 8 RSW ARFF Facility Addition                | \$93,912                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$93,912               | \$93,912               | \$0                   | \$0                        |
| 9 FMY FHP Communications Center             | \$7,120                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$7,120                | \$7,120                | \$0                   | \$0                        |
| 10 FMY FHP Communications Center CM         | \$533,768                | \$5,489.00                              | \$0.00                                  | \$0.00                     | \$0.00                       | \$539,257              | \$539,257              | \$0                   | \$0                        |
| 11 FMY Angled Exits                         | \$482,958                | \$3,762.77                              | \$0.00                                  | \$0.00                     | \$0.00                       | \$486,720.77           | \$486,720.77           | \$0                   | \$0                        |
| 12 RSW Open Lands Site Remediation          | \$3,000                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$3,000                | \$3,000                | \$0                   | \$0                        |
| 13 RSW RW 6/24/TW A Pavement Markings       | \$2,200                  | \$0.00                                  | \$0.00                                  | (\$2,200.00)               | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 14 RSW RW6/24 Relocation A/F Signs          | \$2,050                  | \$0.00                                  | \$0.00                                  | (\$2,050.00)               | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 15 RSW Terminal Bldg Improvements           | \$6,000                  | \$0.00                                  | \$0.00                                  | (\$6,000.00)               | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 16 FMY Office Corridor                      | \$750                    | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$750                  | \$750                  | \$0                   | \$0                        |
| 17 FMY Office Entryway                      | \$2,500                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$2,500                | \$2,500                | \$0                   | \$0                        |
| 18 FMY Depot 7 Demolition                   | \$1,800                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$1,800                | \$1,800                | \$0                   | \$0                        |
| 19 FMY Angled Exit TW-Wildlife Measures     | \$1,000                  | \$0.00                                  | \$0.00                                  | (\$1,000.00)               | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 20 FMY A/F Generator Housing                | \$1,500                  | \$0.00                                  | \$0.00                                  | (\$1,500.00)               | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 21 RSW Open Lands Site Remediation          | \$18,000                 | \$0.00                                  | \$0.00                                  | \$1,484.62                 | \$0.00                       | \$19,484.62            | \$19,484.62            | \$0                   | \$0                        |
| 22 RSW RW 6/24/TW A Pavement Markings       | \$44,000                 | \$0.00                                  | \$0.00                                  | (\$44,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 23 RSW RW 6/24 Relocation A/F Signs         | \$41,000                 | \$0.00                                  | \$0.00                                  | (\$41,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 24 RSW Terminal Building Improvements       | \$120,000                | \$0.00                                  | \$0.00                                  | (\$120,000.00)             | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 25 FMY Office Corridor                      | \$15,000                 | \$0.00                                  | \$0.00                                  | \$10,235.00                | \$0.00                       | \$25,235               | \$25,235               | \$0                   | \$0                        |
| 26 FMY Office Entryway                      | \$50,000                 | \$0.00                                  | \$0.00                                  | \$2,583.00                 | \$0.00                       | \$52,583               | \$52,583               | \$0                   | \$0                        |
| 27 FMY Depot 7 Demolition                   | \$36,000                 | \$0.00                                  | \$0.00                                  | \$7,806.00                 | \$0.00                       | \$43,806               | \$43,806               | \$0                   | \$0                        |
| 28 FMY Angled Exit TW - Wildlife Measures   | \$20,000                 | \$0.00                                  | \$0.00                                  | (\$20,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 29 FMY A/F Generator Housing                | \$30,000                 | \$0.00                                  | \$0.00                                  | (\$30,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 30 RSW & FMY Leasehold Estimates            | \$10,000                 | \$0.00                                  | \$0.00                                  | (\$10,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 31 RSW Capital Improvement Updates          | \$30,000                 | \$0.00                                  | \$0.00                                  | (\$30,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 32 FMY Capital Improvement Updates          | \$20,000                 | \$0.00                                  | \$0.00                                  | (\$20,000.00)              | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 33 FMY Multi-use Hangar                     | \$18,250                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$18,250               | \$18,250               | \$0                   | \$0                        |
| 34 FMY Phase III T-hangers                  | \$21,750                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$21,750               | \$21,750               | \$0                   | \$0                        |
| 35 RSW Conc B Water Intrusion/Windows       | \$5,300                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$5,300                | \$5,300                | \$0                   | \$0                        |
| 36 RSW Conc B Water Intrusion Windows       | \$56,722                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$56,722               | \$56,722               | \$0                   | \$0                        |
| 37 RSW Explosives Magazine Conc Pad         | \$9,983                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$9,983                | \$9,983                | \$0                   | \$0                        |
| 38 FMY Site 1 Remediation                   | \$2,000                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$2,000                | \$2,000                | \$0                   | \$0                        |
| 39 RSW B-10 Apron Expansion                 | \$36,586                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$36,586               | \$36,586               | \$0                   | \$0                        |
| 40 RSW Second Floor Renovations             | \$92,937                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$92,937               | \$92,937               | \$0                   | \$0                        |
| 41 RSW Rehab R/W 6-24                       | \$73,650                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$73,650               | \$60,480               | \$13,170              | \$0                        |
| 42 RSW Rehab Air Cargo Ramp                 | \$12,000                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$12,000               | \$12,000               | \$0                   | \$0                        |
| 43 RSW Cargo Road Improvements              | \$20,000                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$20,000               | \$20,000               | \$0                   | \$0                        |
| 44 RSW Signage Inventory/Decommission       | \$750                    | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$750                  | \$750                  | \$0                   | \$0                        |
| 45 RSW Comm Lane Sidewalk/Curb Repairs      | \$1,260                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$1,260                | \$1,260                | \$0                   | \$0                        |
| 46 RSW Term Bldg Renovations (Phase II)     | \$3,250                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$3,250                | \$3,250                | \$0                   | \$0                        |
| 47 RSW Term Bldg TSA Changes                | \$0                      | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 48 RSW Exotic/Nuisance Control              | \$9,000                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$9,000                | \$9,000                | \$0                   | \$0                        |
| 49 RSW Prescribed Burns                     | \$9,140                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$9,140                | \$9,140                | \$0                   | \$0                        |
| 50 FMY GA Terminal/Facilities               | \$123,965                | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$123,965              | \$76,850               | \$47,115              | \$0                        |
| 51 FMY Term Bldg Buildout                   | \$18,000                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$18,000               | \$18,000               | \$0                   | \$0                        |
| 52 FMY Entrance Road Improvements           | \$15,690                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$15,690               | \$3,500                | \$12,190              | \$0                        |
| 53 RSW Sidewalk/Curb Repairs                | \$18,736                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$18,736               | \$18,736               | \$0                   | \$0                        |
| 54 RSW Term Bldg Renovations (Phase II)     | \$76,654                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$76,654               | \$76,654               | \$0                   | \$0                        |
| 55 FMY Fuel Farm Remediation                | \$237,662                | \$1,524.25                              | \$0.00                                  | \$0.00                     | \$0.00                       | \$239,186.25           | \$239,186.25           | \$0                   | \$0                        |
| 56 5-year Development Work Program          | \$8,000                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$8,000                | \$800                  | \$7,200               | \$0                        |
| 57 Suppl Asst. Leasehold Development        | \$20,000                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$20,000               | \$0                    | \$20,000              | \$0                        |
| 58 FMY Multi-use Hangar                     | \$659,270                | \$49,280.00                             | (\$6,147.00)                            | \$0.00                     | \$0.00                       | \$702,403              | \$702,403              | \$0                   | \$0                        |
| 59 FMY Phase III Ramp/T-hangers             | \$1,683,525              | \$51,545.00                             | (\$2,299.00)                            | \$0.00                     | \$0.00                       | \$1,732,771            | \$1,732,771            | \$0                   | \$0                        |
| 60 RSW Airside Exotic/Nuisance Management   | \$198,784.75             | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$198,784.75           | \$146,393.25           | \$52,391.50           | \$0                        |
| 61 RSW Airside Exotic/Nuisance Management   | \$4,642                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$4,642                | \$3,634                | \$1,108               | \$0                        |
| 62 RSW Prescribed Burns                     | \$25,572                 | \$0.00                                  | \$0.00                                  | \$7,733.00                 | \$0.00                       | \$33,305               | \$23,252               | \$10,053              | \$0                        |
| 63 RSW Maint Facility Fire Sprinkler System | \$64,081                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$64,081               | \$64,081               | \$0                   | \$0                        |
| 64 LCPA CPM A/D Installation                | \$7,645                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$7,645                | \$7,645                | \$0                   | \$0                        |
| 65 FMY Terminal Building Build Out          | \$2,058,445              | \$91,757.00                             | (\$112,260.00)                          | \$0.00                     | \$0.00                       | \$2,037,942            | \$2,037,942            | \$0                   | \$0                        |
| 66 LCPA Development Portal                  | \$25,808                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$25,808               | \$25,808               | \$0                   | \$0                        |
| 67 RSW Economy Lot Taxi Hold Entrance       | \$23,045                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$23,045               | \$23,045               | \$0                   | \$0                        |
| 68 FMY Phase IV T-hangers                   | \$7,350                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$7,350                | \$7,350                | \$0                   | \$0                        |
| 69 FMY SE Ramp Expansion                    | \$3,750                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$3,750                | \$3,750                | \$0                   | \$0                        |
| 70 FMY GAC Modular Tenant Complex           | \$2,750                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$2,750                | \$2,750                | \$0                   | \$0                        |
| 71 RSW Rehab Air Cargo Ramp                 | \$955,152                | \$23,113.00                             | (\$18,319.00)                           | \$0.00                     | \$0.00                       | \$959,946              | \$959,946              | \$0                   | \$0                        |
| 72 RSW Post-Midfield Signage                | \$7,750                  | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$7,750                | \$7,750                | \$0                   | \$0                        |
| 73 RSW MTC Interior Plantings               | \$2,500                  | \$0.00                                  | \$0.00                                  | \$0.00                     | (\$1,400)                    | \$1,100                | \$1,100                | \$0                   | \$0                        |
| 74 Midfield Terminal I-75 Interchange       | \$115,520                | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$115,520              | \$0                    | \$115,520             | \$0                        |
| 75 FMY Southeast Ramp Expansion             | \$13,750                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$13,750               | \$13,750               | \$0                   | \$0                        |
| 76 FMY Phase IV Hangars                     | \$26,900                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$26,900               | \$26,900               | \$0                   | \$0                        |
| 77 FMY No Quadrant Drainage                 | \$21,650                 | \$0.00                                  | \$0.00                                  | \$0.00                     | \$0.00                       | \$21,650               | \$21,650               | \$0                   | \$0                        |
| 78 FMY Remedial Roof Work                   | \$4,500                  | \$0.00                                  | \$0.00                                  | (\$4,500.00)               | \$0.00                       | \$0                    | \$0                    | \$0                   | \$0                        |
| 79 FMY North Building Re-roofing            | \$0                      | \$0.00                                  | \$0.00                                  | \$10,500.00                | \$0.00                       | \$10,500               | \$10,500               | \$0                   | \$0                        |
| 80 RSW Cargo Road Improvements              | \$0                      | \$0.00                                  | \$0.00                                  | \$0.00                     | \$1,422,214                  | \$1,422,214            | \$0                    | \$1,422,214           | \$0                        |
| <b>Total</b>                                | <b>\$10,989,481.75</b>   | <b>\$398,159.02</b>                     | <b>(\$139,025.00)</b>                   | <b>(\$172,953.00)</b>      | <b>\$1,422,214</b>           | <b>\$12,497,876.77</b> | <b>\$10,763,096.30</b> | <b>\$1,700,961.50</b> | <b>\$33,818.88</b>         |

## **Task 80 – RSW Cargo Road Improvements**

### **I. OBJECTIVE**

To provide Construction Management services in accordance with the Professional Services Agreement for LOQ 00-27 during construction phase activities for subject project. During such construction phase activities, the Construction Manager at Risk Contractor (CMR) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within PORT AUTHORITY time guidelines.

By reference stated herein, the terms and conditions found within Division 0 – Bidding and Contract Documents and Division 1 – General Requirements of the advertised subject project documents, and any changes resulting from subsequent bid addenda, are made part of these basic services.

### **II. DESCRIPTION**

The CMR will provide for the necessary construction management and related testing services; as well as enter into subcontractor agreements as needed for the planned construction and installation of the following improvements, RSW – Cargo Road Improvements. A description of the work is as follows:

- Install temporary airside/landside access gate.
- Maintenance of all traffic including supply and installation of all barricades and security guard at airside gate.
- Storm water modification.
- Construct a new airside road and maintenance connector road.
- Reconstruct the intersection and realign curves on the existing Cargo Road.
- Overlay the existing Cargo Road maintaining one lane of traffic at all times.
- Install streetlights along the existing Cargo Road.
- Install new fencing, gates, relocate gates and demolish the existing fencing.

### **III. BASIC SERVICES**

#### Coordination:

- (a) The CMR shall accept the relationship of trust and confidence established with the Owner as outlined in the Master Agreement, and covenants with the Owner to furnish the CMR's reasonable skill and judgement and to cooperate with the A/E in furthering the interests of the Owner.

The CMR shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical

manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, A/E, CMR and other persons or entities employed by the Owner for the Project. The CMR will assist the Owner and the A/E as required for the timely successful completion of the project.

- (b) The CMR shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project.
- (c) The CMR shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CMR shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.
- (d) As requested by A/E or Subcontractor(s), the CMR shall assist in obtaining additional information from the PORT AUTHORITY, when such information is required at the job site for proper execution of the work.
- (e) The CMR shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record and Construction Administrator during the duration of construction.
- (f) The CMR shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CMR shall schedule and conduct the preconstruction conference.
- (b) The CMR shall coordinate with the Port Authority to establish the date of the Notice to Proceed.
- (c) The CMR shall assign a specific Project Manager to the project who, with necessary support from within the CMR organization, will provide all necessary project management services for the project.



- (d) During actual construction, the CMR will have a superintendent on the job site when any Subcontractor is on-site performing work for the duration of the Contract Base Bid and any Alternates selected, generally described as the period from Notice to Proceed through Substantial Completion. The superintendent shall be on-site as necessary through Final Completion.
- (e) Provide continuous construction management services throughout the construction duration. These management duties shall include, but not be limited to:
  - i.) maintain daily reports including log of key site visitors and observations;
  - ii.) monitor subcontractor work performance for deficiencies;
  - iii.) maintain record copy of all contract documents, change orders and other documentation on-site.
- (f) Provide inspection of all work, materials, and tests, including substantial/final completion and occupancy inspections.
- (g) Provide scheduling services and take all necessary steps to ensure that the project milestone requirements are met.
- (h) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (i) Report potential budget and schedule variances to PORT AUTHORITY, and take all necessary and appropriate steps to implement a speedy recovery plan.
- (j) When requested, coordinate ordering and delivery of owner-supplied materials or equipment.
- (k) In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services, and the PORT AUTHORITY.
- (l) Report to A/E and the PORT AUTHORITY 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, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CMR shall issue to the

SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to Owner and A/E.

- (m) The CMR will notify the PORT AUTHORITY of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work and/or claims on the Contracts, Project Costs, and Schedules. The CM shall consider and evaluate SUBCONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to the A/E and PORT AUTHORITY for comments and/or approval.
- (n) The CMR shall prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variation form. The CMR shall monitor the timely response by the subcontractor and take such necessary actions such as preparation of construction Field Directives and assignment of costs as outlined in the Contract specifications.
- (o) The CMR shall, with consent of the PORT AUTHORITY, issue Field Directives to the Subcontractor 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 the Subcontractor.
- (p) In accordance with PORT AUTHORITY approved policies and procedures, the CMR shall receive and evaluate requests for proposed Change Orders; advise the PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Change Order dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Change Orders.
- (q) The CMR shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Change Orders (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CMR and Owner.
- (r) The CMR shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (s) The CMR shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with PORT AUTHORITY procedures.
- (t) The CMR shall review and certify monthly and/or bi-monthly DBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.

- (u) Based on observation of the CMR, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CMR will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures in accordance with procedures set forth in the construction contract, consistent with PORT AUTHORITY procedures.
- (v) The CMR shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CMR shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically, work in place deemed acceptable; however not 100% in quality will be subject to this procedure.

Testing:

- (a) The CMR shall retain a testing laboratory for the quality assurance testing of construction materials for analysis by a laboratory, which shall be fully accredited in accordance with FAA requirements, if required.

Safety:

- (a) The CMR will review the safety requirements (Safety Plan) outlined within the Contract Documents, specifically those that address FAA AC 5370-2C, "Operational Safety on Airports During Construction Activity", and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety requirements as stated in the construction document safety plan. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CMR shall notify the Owner and implement remediation to cure the unsafe condition.
- (b) The CMR shall stop or suspend the construction anytime that the CMR considers the intent of the Safety Plan is being violated or that a hazardous condition has been or is created.
- (c) The CMR shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CMR shall discuss phasing with PORT AUTHORITY representatives and make recommendations to the PORT AUTHORITY on any changes to project phasing.

### Substantial Completion:

When the Subcontractor(s) considers the work ready for substantial acceptance, the CMR shall accept a written request for inspection by the Subcontractor(s). After the CMR has preliminarily inspected and approved the work, the CMR shall advise the A/E and PORT AUTHORITY, in writing, that the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CMR shall plan, schedule, and lead the inspection walk through(s) of the work.

The CMR will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch List. The CMR shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.

For Substantial Completion inspection, the CMR shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CMR 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.

Upon correction of the deficiencies, the CMR shall accept a written request by the Subcontractor(s) for Final Inspection. The CMR shall plan, schedule, and lead the final inspection walk through of the work. The CMR shall, re-inspect the work, and if approved, shall advise the PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

### Project Closeout and Final Acceptance:

- (a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY.
- (b) Perform post-construction administrative project closeout procedures.
- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of, warranties and guarantees.

#### IV. FEE SUMMARY

##### Guaranteed Maximum Price:

- (a) **Guaranteed Maximum Price (GMP):** The sum of the Cost of the Work and the CMR's Fee is guaranteed by the CMR not to exceed, One million four hundred twenty two thousand two hundred fourteen dollars, (\$1,422,214), subject to additions and deductions by Supplemental Agreements as allowed through the Professional Services Agreement. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded by no fault of the PORT AUTHORITY shall be paid by the Contractor without reimbursement by the Owner.

The GMP shall be comprised of the following four (4) components:

- Selected Subcontractor Costs:** The amounts proposed by the selected successful bidders, competitively marketplace bidding for the work, and as selected in consultation with the PORT AUTHORITY and A/E.
- CMR Management Fee:** The cost of professional services including construction management activities and other contract administration tasks performed by the CMR.
- CMR General Conditions Fee:** The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work.
- CMR Miscellaneous Costs:** Specific items not furnished by subcontractors or within general conditions such as testing costs, permit fees, bonding premiums or builders risk property insurance.

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

Not included within this GMP are project-related contingency amounts. Such contingency amounts to address unforeseen circumstances such as: document inconsistency issues; unforeseen site or weather conditions; PORT AUTHORITY mandated alteration of work and quantities; or other unforeseeable causes beyond the control of the CMR as defined in the Extension of Time section within the contract documents; etc., shall be made part of the Owner's controlled contingency amount found within the established PORT AUTHORITY total project budget. This contingency shall reside outside the established GMP described herein.

Billing of the GMP is to be based on a monthly percentage of work complete proportional with the CMR professional services scope of work, and its respective total lump sum fee; and on a monthly percentage of subcontractor work complete proportional with the schedule of values. Project invoices shall be based on percent complete and be divided in to categories as requested by the LCPA, including Low Bid Construction Work, Construction Management Services; General Conditions Costs, Miscellaneous Costs, and Supplemental Agreement Work.

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

|                                 |                     |
|---------------------------------|---------------------|
| Selected Subcontractor Costs:   | \$ 1,141,470.00     |
| CMR Management Fee              | \$ 80,503.00        |
| CMR General Conditions Fee:     | \$ 150,591.00       |
| CMR Miscellaneous Costs & B.R.: | <u>\$ 49,650.00</u> |
| Task Total Lump Sum Amount      | \$ 1,422,214.00     |