

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. WORDING FOR AGENDA:

Request Board authorize execution of Supplemental Agreement No. 37 between the Lee County Port Authority and Hole Montes in the amount of \$1,308,500 to provide construction administration and support services for the RSW Runway 6-24 and Taxiway A Rehabilitation project. Funds are available in 413 001 54274 6510; LCPA Discretionary, pending FAA and Airline approval.

2. SUBJECT CATEGORY:

Budgeting, Purchases, Contracts, and Agreements

A14B

3. MEETING DATE:

06-07-2005

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

DEPT. Development

B. (PUBLIC ONLY)

CITIZEN NAME _____

CITIZEN PHONE _____

[Signature]

7. BACKGROUND:

In November 2002, the Board authorized Hole Montes (the Port Authority's general architectural and engineering management consultant) to perform design services related to the RSW Runway 6-24 and Taxiway A Rehabilitation project at the Southwest Florida International Airport.

Upon completion of the design, the Port Authority's general construction consultant, Owen-Ames-Kimball Company has successfully bid all construction work. During the construction of the project, construction administration services and support services will be required of Hole Montes.

The Construction Administration services include review of shop drawings and submittals, review of payment applications, inspection of critical project elements, attendance at project meetings, approval of testing and Quality Assurance, assisting in FAA coordination of runway and NAVAIDS inspections, and response to design questions and other Requests for Information. In addition, a full-time Resident Project Representative and Civil Inspector will be on-site to observe construction and to ensure compliance with contract requirements. An on-site administrative assistant will also be provided.

This supplemental agreement is subject to the Federal Aviation Administration and Florida Department of Transportation approval.

Funds are available in account 413 001 54274 6510; LCPA Discretionary.

8. RECOMMENDED ACTION:

Recommend Board authorize execution of Supplemental Agreement No. 37 between the Lee County Port Authority and Hole Montes in the amount of \$1,308,500 to provide construction administration and support services for the RSW Runway 6-24 and Taxiway A Rehabilitation project.

9. RECOMMENDED APPROVAL

DIVISION DIRECTOR

GENERAL SERVICES

FINANCE

PORT ATTORNEY

DEPUTY EXECUTIVE DIRECTOR

EXECUTIVE DIRECTOR

[Signatures of Board Members]

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. 37

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 Hole, Montes, Inc., (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 ARCHITECTURAL AND ENGINEERING MANAGEMENT SERVICES

which Agreement was made and entered into on November 26, 2002, and as said Agreement was subsequently supplemented by Supplemental Agreement(s) Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, which were respectively made and entered into on March 6, 2003, March 6, 2003, May 22, 2003, May 22, 2003, June 5, 2003, June 12, 2003, July 9, 2003, June 19, 2003, June 26, 2003, September 8, 2003, September 19, 2003, October 2, 2003, November 20, 2003, November 6, 2003, December 4, 2003, January 15, 2004, January 8, 2004, March 8, 2004, July 26, 2004, April 1, 2004, May 10, 2004, April 22, 2004, July 26, 2004, May 13, 2004, May 20, 2004, August 5, 2004, September 28, 2004, September 28, 2004, August 26, 2004, September 10, 2004, November 8, 2004, November 8, 2004, January 10, 2005, December 21, 2004, January 20, 2005 and _____, 2005.

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 Architectural and Engineering Management Services

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:

Hole, Montes, Inc.

Kristine G. Chavira
(Witness)

By: WT 14
(Authorized Signature)

Shelley A. Wood
(Witness)

ROBERT L. MURRAY
SR VICE PRESIDENT
(Title)

DATE: 3/15/05

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 Architectural and Engineering Management 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 Architectural and Engineering Management 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 LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 61	RSW RW 6-24 Rehabilitation	\$ 1,308,500.00	LS	W.I.P.P.
TOTAL (Unless list is continued on next page)		\$ 1,308,500.00	LS	

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 - 36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 1	RSW Annual Inspection Letter	\$ 2,000.00			\$ 2,000.00
Task 2	RSW Rehab Runway 6/24	\$2,200,000.00			\$2,200,000.00
Task 3	RSW Rehab Air Cargo Ramp	\$ 80,000.00	\$ 10,000.00		\$ 90,000.00
Task 4	RSW Cargo Road Improvements	\$ 168,000.00	\$36,650.00		\$ 204,650.00
Task 5	RSW Signage Inventory	\$ 45,000.00	\$ 9,000.00		\$ 54,000.00
Task 6	RSW TB Renov Phase II	\$ 12,000.00			\$ 12,000.00

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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>1-36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 7	RSW TB Modification TSA	\$ 30,000.00	(\$30,000.00)		\$ 0.00
Task 8	RSW Economy Lot Entrance	\$ 10,000.00			\$ 10,000.00
Task 9	FMY GA Terminal/ Facilities	\$2,491,800.00			\$2,491,800.00
Task 10	FMY Term Bldg Buildout	\$ 250,000.00			\$ 250,000.00
Task 11	FMY Ent Rd SW Quadrant	\$ 129,500.00	\$ 10,000.00		\$ 139,500.00

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Task 12	FMY Legal Descriptions	\$ 9,000.00			\$ 9,000.00
Task 13	RSW Sidewalk/Curb Repairs	\$ 4,000.00			\$ 4,000.00
Task 14	RSW/FMY 5-yearr Work Program	\$ 50,000.00			\$ 50,000.00
Task 15	RSW/FMY Leasehold Dev	\$ 45,000.00	(\$33,100.00)		\$ 11,900.00
Task 16	Additional Services	\$110,000.00	(\$59,979.00)		\$ 50,021.00
Task 17	FMY Phase III T-hangar/Ramp		\$ 67,000.00		\$ 67,000.00
Task 18	FMY Multi-use Hangar		\$ 33,000.00		\$ 33,000.00

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Task 19	RSW I-75 Airport Access		\$ 15,000.00		\$ 15,000.00
Task 20	LCPA GIS Implementation Plan		\$ 40,000.00		\$ 40,000.00
Task 21	CA Services Sprinkler Sys		\$ 2,200.00		\$ 2,200.00
Task 22	CA Services Tenant Improv		\$ 62,000.00		\$ 62,000.00
Task 23	Pilot GIS		\$ 95,000.00		\$ 95,000.00
Task 24	Phase IV Hangars		\$ 72,000.00		\$ 72,000.00
Task 25	Multi-use Hangar Signage		\$ 2,600.00		\$ 2,600.00

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Task 26	RSW I-75 Airport Access-Phase I		\$153,000.00		\$ 153,000.00
Task 27	FMY SE Ramp Expansion		\$ 40,000.00		\$ 40,000.00
Task 28	FMY GAC2 Tenant		\$ 25,000.00		\$ 25,000.00
Task 29	FMY North Quadrant		\$ 15,000.00		\$ 15,000.00
Task 30	FMY EMS Hangar		\$ 3,500.00		\$ 3,500.00
Task 31	FMY Motor Vehicle/FHP		\$ 8,000.00		\$ 8,000.00
Task 32	RSW Cargo Ramp CA		\$ 33,500.00		\$ 33,500.00

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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>1-36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 33	RSW Taxiway A Repairs		\$ 4,000.00		\$ 4,000.00
Task 34	RSW Post-Midfield Signage		\$ 74,000.00		\$ 74,000.00
Task 35	RSW MTC Interior Plantings		\$ 13,500.00		\$ 13,500.00
Task 36	RSW I-75 Access		\$5,368,159.00		\$ 5,368,159.00
Task 37	RSW Nat'l Car Rental Eval		\$ 4,704.00		\$ 4,704.00
Task 38	LCPA GIS Phase I		\$ 244,687.00		\$ 244,687.00
Task 39	FMY Phase IV Hangars		\$ 184,000.00		\$ 184,000.00

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 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>1-36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 40	FMY SE Ramp Expansion		\$ 140,000.00		\$ 140,000.00
Task 41	FMY Remedial Roof Work		\$ 2,025.00		\$ 2,025.00
Task 42	FMY No Quadrant Drainage		\$ 179,500.00		\$ 179,500.00
Task 43	RSW Maint Shop Renovation		\$ 31,000.00		\$ 31,000.00
Task 44	FMY North Bldg Reroof		\$ 28,000.00		\$ 28,000.00
Task 45	RSW Cargo Road		\$ 50,000.00		\$ 50,000.00
Task 46	RSW I-75 Access/Land Acquisition		\$ 715,700.00		\$ 715,700.00

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>1-36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 47	RSW Taxiway A Repair		\$ 6,500.00		\$ 6,500.00
Task 48	RSW Post-Midfield Signage		\$ 10,000.00		\$ 10,000.00
Task 49	FMY GAC Complex		\$ 26,000.00		\$ 26,000.00
Task 50	FMY Fuel Farm		\$ 67,000.00		\$ 67,000.00
Task 51	RSW 800 MHZ System		\$ 33,000.00		\$ 33,000.00
Task 52	FMY North Bldg Re-roof		\$ 22,000.00		\$ 22,000.00
Task 53	FMY Phase IV Hangar/SE Ramp Expansion		\$ 100,000.00		\$ 100,000.00

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>1-36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 54	RSW Transponder		\$ 70,000.00		\$ 70,000.00
Task 55	RSW Chapel/Quiet Room		\$ 8,000.00		\$ 8,000.00
Task 56	RSW Newspaper Displays		\$ 3,000.00		\$ 3,000.00
Task 57	FMY FHP Demolition		\$ 11,000.00		\$ 11,000.00
Task 58	FMY DMV Demolition		\$ 11,000.00		\$ 11,000.00
Task 59	Appraisal Services		\$ 30,000.00		\$ 30,000.00
Task 60	Portal Services		\$ 10,000.00		\$ 10,000.00

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>1-36</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>37</u>	Summary of Changed Compensation
Task 61	RSW RW 6-24 Rehabilitation			\$1,308,500.00	\$1,308,500.00
TOTAL		\$5,636,300.00	\$8,056,146.00	\$1,308,500.00	\$15,000,946.00

EXHIBIT "SA-C"

Date: _____

TIME AND SCHEDULE OF PERFORMANCE

for: General Engineering and Construction Management

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 Engineering and Construction Management

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 Engineering and Construction Management

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
CA Services Testing	DMJM Aviation 13900 Airport Haul Road, Ft. Myers, FL U.R.S. Corporation P. O. Box 31646 Tampa, FL Ardaman & Associates, Inc. 9970 Bavaria Road, Ft. Myers, FL 33913					

EXHIBIT "SA-E"

Date: _____

PROJECT GUIDELINES AND CRITERIA

for: General Engineering and Construction Management

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 RSW Annual Inspection Letter	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0	\$0
2 RSW Rehabilitation Runway 6/24	\$2,200,000	\$0	\$0	\$0	\$0	\$2,200,000	\$2,005,500	\$194,500	\$0
3 RSW Rehabilitation Air Cargo Ramp	\$80,000	\$10,000	\$0	\$0	\$0	\$90,000	\$90,000	\$0	\$0
4 RSW Cargo Road Improvements	\$168,000	\$61,900	\$0	(\$25,250)	\$0	\$204,650	\$190,150	\$14,500	\$0
5 RSW Signage Inventory/Decommission	\$45,000	\$0	\$0	\$9,000	\$0	\$54,000	\$54,000	\$0	\$0
6 RSW Terminal Building Renovations Phase II	\$12,000	\$0	\$0	\$0	\$0	\$12,000	\$12,000	\$0	\$0
7 RSW Terminal Building Modifications TSA	\$30,000	\$0	\$0	(\$30,000)	\$0	\$0	\$0	\$0	\$0
8 RSW Economy Lot Entrance	\$10,000	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$0	\$0
9 FMY GA Terminal/Facilities	\$2,491,800	\$0	\$0	\$0	\$0	\$2,491,800	\$2,117,500	\$374,300	\$0
10 FMY Terminal Building Buildout	\$250,000	\$0	\$0	\$0	\$0	\$250,000	\$250,000	\$0	\$0
11 FMY Entrance Road SW Quadrant	\$129,500	\$0	\$0	\$10,000	\$0	\$139,500	\$57,310	\$82,190	\$0
12 FMY Legal Descriptions	\$9,000	\$0	\$0	\$0	\$0	\$9,000	\$9,000	\$0	\$0
13 RSW Sidewalk/Curb Repairs	\$4,000	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$0
14 RSW/FMY 5-Year Work Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000	\$12,000	\$38,000	\$0
15 RSW/FMY Leasehold Development	\$45,000	\$0	\$0	(\$33,100)	\$0	\$11,900	\$5,000	\$0	\$6,900
16 Additional Services *	\$110,000	\$0	\$0	(\$59,978)	\$0	\$50,021	\$35,200	\$0	\$14,821
17 FMY Phase III T-hangar/Ramp CA Services	\$64,300	\$2,700	\$0	\$0	\$0	\$67,000	\$67,000	\$0	\$0
18 FMY Multi-use Hangar	\$33,000	\$0	\$0	\$0	\$0	\$33,000	\$33,000	\$0	\$0
19 RSW I-75 Airport Access	\$15,000	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$0
20 LCPA GIS Implementation Plan	\$40,000	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0	\$0
21 RSW Veh Maint Sprinkler Sys CA Services	\$2,200	\$0	\$0	\$0	\$0	\$2,200	\$2,200	\$0	\$0
22 FMY Terminal Building Buildout CA Services	\$62,000	\$0	\$0	\$0	\$0	\$62,000	\$62,000	\$0	\$0
23 RSW Pilot GIS Development	\$95,000	\$0	\$0	\$0	\$0	\$95,000	\$95,000	\$0	\$0
24 FMY Phase IV Hangars	\$72,000	\$0	\$0	\$0	\$0	\$72,000	\$60,000	\$12,000	\$0
25 FMY Multi-use Hangar Signage	\$6,900	\$0	\$0	(\$4,300)	\$0	\$2,600	\$2,600	\$0	\$0
26 RSW I-75 Airport Access-Phase I	\$153,000	\$0	\$0	\$0	\$0	\$153,000	\$153,000	\$0	\$0
27 FMY SE Ramp Expansion	\$40,000	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0	\$0
28 FMY GAC Modular Tenant Complex	\$25,000	\$0	\$0	\$0	\$0	\$25,000	\$25,000	\$0	\$0
29 FMY North Quadrant Development	\$15,000	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$0
30 FMY EMS Hangar	\$3,500	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$0	\$0
31 FMY Motor Vehicle/FHP Station Buildings	\$8,000	\$0	\$0	\$0	\$0	\$8,000	\$8,000	\$0	\$0
32 RSW Rehab Air Cargo Ramp CA Services	\$33,500	\$0	\$0	\$0	\$0	\$33,500	\$33,500	\$0	\$0
33 RSW Taxiway A Repairs	\$4,000	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$0
34 RSW Post-Midfield Signage	\$74,000	\$0	\$0	\$0	\$0	\$74,000	\$74,000	\$0	\$0
35 RSW MTC Interior Plantings	\$13,500	\$0	\$0	\$0	\$0	\$13,500	\$13,500	\$0	\$0
36 RSW I-75 Access Improvements	\$0	\$0	\$0	\$5,368,159	\$0	\$5,368,159	\$4,968,159	\$400,000	\$0
37 RSW National Car Rental Evaluation	\$5,600	\$0	\$0	(\$898)	\$0	\$4,704	\$4,704	\$0	\$0
38 LCPA GIS Phase I	\$0	\$0	\$0	\$244,687	\$0	\$244,687	\$244,687	\$0	\$0
39 FMY Phase IV Hangars	\$0	\$0	\$0	\$184,000	\$0	\$184,000	\$184,000	\$0	\$0
40 FMY SE Ramp Expansion	\$0	\$0	\$0	\$140,000	\$0	\$140,000	\$140,000	\$0	\$0
41 FMY Remedial Roof Work	\$0	\$0	\$0	\$2,025	\$0	\$2,025	\$2,025	\$0	\$0
42 FMY North Quadrant Drainage	\$0	\$0	\$0	\$179,500	\$0	\$179,500	\$179,500	\$0	\$0
43 RSW Maintenance Shop Renovation	\$0	\$0	\$0	\$31,000	\$0	\$31,000	\$31,000	\$0	\$0
44 FMY North Building Reroofing	\$0	\$0	\$0	\$28,000	\$0	\$28,000	\$28,000	\$0	\$0
45 RSW Cargo Road Improvements	\$0	\$0	\$0	\$50,000	\$0	\$50,000	\$50,000	\$0	\$0
46 RSW I-75 Access/Land Acquisition	\$0	\$0	\$0	\$715,700	\$0	\$715,700	\$252,300	\$463,400	\$0
47 RSW Taxiway A Repair	\$0	\$0	\$0	\$6,500	\$0	\$6,500	\$6,500	\$0	\$0
48 RSW Post-Midfield Signage	\$0	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	\$0	\$0
49 FMY GAC Modular Tenant Complex	\$0	\$0	\$0	\$26,000	\$0	\$26,000	\$26,000	\$0	\$0
50 FMY Fuel Farm	\$0	\$0	\$0	\$67,000	\$0	\$67,000	\$67,000	\$0	\$0
51 RSW 800 MHZ System	\$0	\$0	\$0	\$33,000	\$0	\$33,000	\$18,000	\$15,000	\$0
52 FMY North Building Re-roofing	\$0	\$0	\$0	\$22,000	\$0	\$22,000	\$22,000	\$0	\$0
53 FMY Phase IV Hangar/SE Ramp Expansion	\$0	\$0	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
54 RSW Transponder	\$0	\$0	\$0	\$70,000	\$0	\$70,000	\$0	\$70,000	\$0
55 RSW Chapel/Quiet Room	\$0	\$0	\$0	\$8,000	\$0	\$8,000	\$0	\$8,000	\$0
56 RSW Newspaper Displays	\$0	\$0	\$0	\$3,000	\$0	\$3,000	\$0	\$3,000	\$0
57 FMY FHP Demolition	\$0	\$0	\$0	\$11,000	\$0	\$11,000	\$0	\$11,000	\$0
58 FMY DMV Demolition	\$0	\$0	\$0	\$11,000	\$0	\$11,000	\$0	\$11,000	\$0
59 Appraisal Services	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$0	\$30,000	\$0
60 Portal Services	\$0	\$0	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0
61 RSW Runway 6-24 Rehabilitation *	\$0	\$0	\$0	\$0	\$1,308,500	\$1,308,500	\$0	\$1,308,500	\$0
Total	\$6,401,800	\$74,600	\$0	\$7,216,046	\$1,308,500	\$15,000,946	\$11,833,835	\$3,145,390	\$21,721

*Requires Board approval

*\$8500 deducted for Multi-Use Hangar Task No. 66

Task 61 - RSW Runway 6-24 and Taxiway A Rehabilitation

I. OBJECTIVE

Obtain construction administration and support services for construction of the Rehabilitation of Runway 6-24 and Taxiway A at the Southwest Florida International Airport. The Project includes the rehabilitation of bituminous pavement of the runway and taxiway utilizing milling and overlay. The rehabilitation of the taxiway will include widening and conversion into a temporary runway (10,000' x 150') to be used while the existing runway is rehabilitated. The temporary runway safety area will be graded and ditches filled to meet FAA standards. The 1,000' at each end of the taxiway will be treated with a micro surface polymer slurry seal. The project also includes rehabilitation of the taxiway centerline lighting system, lighting and signage modification to accompany temporary runway and associated electrical vault improvements.

The project may include alternates that will impact the scope of work including:

- Runway centerline and TDZ lighting and associated electrical vault improvements;
- Taxiway edge lights.

The project will be constructed in three phases.

II. CONSTRUCTION ADMINISTRATION GENERAL SERVICES

- A. Attend three preconstruction conferences (one per phase).
- B. Revise electrical plans to reflect as-built conditions of electrical vault, control system and airfield cable in duct schedule and work for selected alternatives.
- C. Review Contractor submittals, shop drawings and samples for conformance with the Contract Documents.
- D. Respond to questions regarding the design intent usually formalized as Requests for Information (RFIs).
- E. Perform monthly site visits (not including the services of full-time representation) of the Project while construction is in progress to observe the progress, workmanship and quality of material for conformity with the plans, specifications and construction schedule and provide appropriate reports to the Port Authority. Perform additional inspections as necessary at critical project construction phases.
- F. Review of the Contractor's monthly and final applications for payment and recommendation for acceptance or adjustments of payments in accordance with the contract documents.
- G. The CA shall participate in periodic Port Authority, Airports Special Management Committee, and Board of Port Commissioner meetings, as well as special meetings with Port Authority departments, CMR, and others to provide information and make recommendations concerning the project.

- H. Review and approve or disapprove any change orders and field directives as requested by Port Authority.
- I. Review and approve or disapprove the results of all testing and Quality Assurance results.
- J. Provide technical assistance to Port Authority with FAA coordination for inspection of runways and NAVAIDS.
- K. Provide technical assistance and expertise to the CMR and Port Authority during construction.
- L. Attend the substantial completion and final inspection(s), assist in preparing punch lists, and inspect work to confirm completion of punch list items for each phase.
- M. Provide Auto CADD file of project drawings to the CMR for them to reflect final as-built conditions on the drawings. The CA will review these as-built drawings.
- N. Provide final certification that the project was constructed in conformance with the contract documents and any project grant conditions. The final certifications/inspections shall include the Final Project Certification for FAA and FDOT as required.

III. CONSTRUCTION SUPPORT SERVICES

- A. Provide full-time, on-site, technical services to effectively and efficiently coordinate the Port Authority's construction quality assurance expectations. The services to be provided include:
 - Attend three (3) Preconstruction Conferences – one per phase.
 - Maintain a system to process all Contractor submittals, shop drawings and samples.
 - Review and approve quantities on Contractor's monthly and final applications for payment and forward to the Engineer of Record for final review and approval.
 - Attend daily and weekly job meetings for the purpose of exchanging information, resolving problems and reviewing future work schedules. Contractor shall prepare agenda, chair meetings, prepare and distribute meetings notes.
 - Provide full-time Resident Project Representative (RPR) and Civil Inspector/Ops Coordinator (Field Representative) to observe construction and facilitate compliance with contract requirements and airport operations.

Field Representative will only be provided during Phase 1 and 2 of the project.

Field Representatives will be on-site during periods of active construction, review the progress of the work and take such actions necessary or appropriate to cause the contractor to achieve the requirements of the contract documents.

The contractor shall be responsible for the means and methods of construction. The Field Representatives will be responsible for observing the contractor's work for compliance with the contract plans and specifications. The Field Representative will record the contractor's activities in a Daily Log.

When test reports and/or site inspections identify nonconforming work, the Field Representatives shall notify the contractor of the nonconforming work and review appropriate remediation measures. The contractor is responsible for implementing and completing the remediation work.

- Establish and coordinate a process to keep Port Authority, contractor, and FAA informed of all construction activities affecting airport operations. The process will include daily activity updates involving R/Y and T/Y closures/openings, NAVAID relocations, phasing/sequencing/scheduling, and NOTAM administration.
- Maintain a changed work control system providing for submittal, review, approval and processing of all Field Directives and Change Orders.
- Organize and participate in substantial completion and final completion inspections and assist in preparation and administration of the Punch Lists for each phase of the work.
- Coordinate and schedule the delivery of warranties, guarantees and equipment operating instructions to the Port Authority.
- Coordinate the preparation and transmittal of As-Built documents to the Engineer of Record.

The field representative staff will include:

- 1 ea. Resident Project Representative (Phase 1, 2 and 3)
- 1 ea. Field Representative (Phase 1 and 2 only)
- 1 ea. Administrative Assistant (Phase 1, 2 and 3)

B. Perform follow-up geo-technical exploration of eleven GPR features on the airfield. The exploration of the five features on the taxiway will be done in Phase 1 and the six features on the runway will be done in Phase 2.

IV. ADDITIONAL SERVICES

It is anticipated that additional services may be required during construction for unforeseen conditions such as drop out remediation, pavement repair and underground cable/duct conflicts. Therefore, this task provides for additional services and will be authorized on an as needed basis. Only work authorized under an approved Task Authorization will be performed and billed. If no task authorization is issued, no fees will be paid to the CONSULTANT.

V. FEE SUMMARY

The fee for the above scope of work is a lump sum amount distributed as follows:

Base Bid		
Task II	General Services	\$ 282,400
Task IIIA	Support Services	\$ 800,000
Task III B	Geotechnical exploration	<u>\$ 25,000</u>
	Total Base –	\$1,107,400
Task IV	Additional Services	\$ 50,000

Alternates 2, 3 and 4

		Alt. #2	Alt. #3	Alt. #4
Task II	General Services	\$ 16,700	\$ 8,600	\$ 12,800
Task IIIA	Support Services	<u>\$ 38,300</u>	<u>\$12,500</u>	<u>\$ 62,200</u>
	Total Alternates	\$ 55,000	\$21,100	\$ 75,000

The fee also includes, but is not limited to, reimbursement for trips, long distance telephone, postage, delivery, computer plots and printing. The fee includes all travel and project related expenses. Further, the fee includes all meetings necessary to effectively coordinate the project with governmental and permitting agencies.

VI. SCHEDULE

The above scope of services is based on a 520-calendar day construction duration for base contract and 80 additional calendar days for alternates.