

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. WORDING FOR AGENDA:

Request Board 1) authorize execution of Contract Amendment No. 35 between the Lee County Port Authority and Owen-Ames-Kimball (OAK) in the amount of \$8,872,136 to provide construction management services for the Parallel Taxiways project at FMY; and 2) approve a Total Project Budget in the amount of \$11,350,993. Funds are available in account 413 000 541203 6530; FMY Nondepartmental.

2. SUBJECT CATEGORY:

Budgeting, Purchases, Contracts, and Agreements

A14C

3. MEETING DATE:

DEC 12 2006

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
DIV. Development Div
- B. (PUBLIC ONLY)
CITIZEN NAME _____
CITIZEN PHONE _____

7. BACKGROUND:

The Page Field General Aviation Terminal Complex is currently under design. The program involves the development of a new general aviation terminal, a parallel taxiway system, a new aircraft parking apron, surface parking, corporate hangar site development and landscaping in the west quadrant of Page Field. Even though various components of the project's design are at different stages of completion, the overall program design is approaching 90% completion. However, the parallel taxiway portion of the program has been completely designed and bid. The parallel taxiway component involves constructing a new 35' wide taxiway parallel to Runway 13-31 and a new 50' wide taxiway parallel to Runway 5-23. The project includes grading, drainage, pavement, markings, and respective taxiway lighting and signage. The project also includes electrical vault modifications and relocation of the glide slope.

OAK has successfully bid all the construction work. As a result, the following summarizes the construction management services to be provided:

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items of constructions work) total \$7,970,279.00.
- OAK has certified that all bids were procured in accordance with federal, state, and local laws and regulations and that the lowest bid has been accepted.

- continued -

8. RECOMMENDED ACTION:

Recommend Board 1) authorize execution of Contract Amendment No. 35 between the Lee County Port Authority and Owen-Ames-Kimball (OAK) in the amount of \$8,872,136 to provide construction management services for the Parallel Taxiways project at FMY; and 2) approve a Total Project Budget in the amount of \$11,350,993.

9. RECOMMENDED APPROVAL

DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR

10. SPECIAL MANAGEMENT COMMITTEE ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

11-27-06

Dan Baggote
Chairman

11. PORT AUTHORITY ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Background (continued)

- OAK's services, which include items necessary to successfully manage the project (construction management, contract administration, permit fees, bonding, insurance, etc.,) total \$901,857.
- The DBE goal for this project is five percent (5%).
- All tasks are contingent upon funding availability and issuance of a Task Authorization.
- All project contingencies are controlled by the Port Authority.

In 2005, LCPA received a grant from the Federal Aviation Administration (FAA) in the amount of \$4,124,680 and in 2006, an additional \$3,000,000 was received for the parallel taxiways project. In addition, LCPA also received a grant from the Florida Department of Transportation (FDOT) in the amount of \$948,000 for the project. The total grants that LCPA has received for the parallel taxiways project from FAA and FDOT are \$8,072,680.

A Total Project Budget in the amount of \$11,350,993 is attached for Board concurrence. As with all Port Authority Development general consultant contracts, all Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Funds are available in account 413 000 541203 6530; FMY Nondepartmental.

TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: Parallel Taxiways

Project Description: Construct a new 35' wide Group II taxiway parallel to runway 13-31 with two connectors and a new 50' wide Group III taxiway parallel to runway 5-23 with three connectors. The project includes grading, drainage, pavement, markings, and respective taxiway lighting and signage. The project also includes electrical vault modifications and relocation of the glide slope.

BUDGET SUMMARY:

Design/Permitting:

A&E/Design	\$	<u>679,000</u>	
CMR (Design)	\$	<u>14,550</u>	
Permitting	\$	<u>113,975</u>	
TOTAL DESIGN/PERMITTING			\$ <u>807,525</u>

Construction:

A&E/Construction Administration	\$	<u>225,000</u>	
CMR/Testing	\$	<u>558,616</u>	
Construction – CM-GC Fee	\$	<u>8,313,520</u>	
FAA Reimbursable	\$	<u>138,332</u>	
Construction Contingency	\$	<u>909,713</u>	
Project Reserve	\$	<u>398,286</u>	
TOTAL CONSTRUCTION			\$ <u>10,543,468</u>

Total Project Budget * \$ 11,350,993

*All project costs shall be expended below the Board approved Total Project Budget. Any costs over the Board approved Total Project Budget must be approved by the Board.

Estimated Project Cost = \$11,350,993

Funding Sources = Federal and state grants, FMY Nondepartmental

CA No. 36

Contract No. 3314
Effective Date _____

**LEE COUNTY PORT AUTHORITY
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice-To-Proceed for work.* All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: FMY Parallel Taxiways

(1) **Reasons for Amendment:**

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(3) **Method of Negotiating Price of Work**

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

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

(4) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

CM/GC ACCEPTANCE

CONSULTING ENGINEER/ARCHITECT ACCEPTANCE (If Applicable)

N/A

LCPA PROJECT MANAGER RECOMMENDATION

N/A

FDOT: _____
FDOT Representative

FAA: _____
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chairwoman - Lee County Port Authority Board of Port Commission

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 36

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

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

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Survey	Cooner & Associates 5670 Zip Drive Fort Myers, FL	\$ 129,500.00		
Testing	Allied Engineering & Testing, Inc. 5850 Corporation Circle Ft. Myers, FL	\$ 69,155.00	X	
Fencing	Century Fence Co., Inc. P. O. Box 151243 Cape Coral, FL	\$ 8,000.00		
Sod/Seed/Mulch	Triple J Sodding P. O. Box 7258 Fort Myers, FL	\$ 468,523.00	X	
Paving	Better Roads 13391 State Road 31 Punta Gorda, FL	\$3,504,733.00		
Grading/Utilities	John Carlo, Inc. 12220 Town Lake Drive #80, Ft. Myers, FL	\$2,555,000.00		
Electric	Gulf States Electric 4585 Progress Avenue Naples, FL	\$ 689,150.00		

11/9/2006

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	Title Contract Adjustment	TA Issued \$50,000 Level Maximum \$1,000,000 FY 05-06	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	RSW Exotic Control	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -
2	RSW Prescribed Burns	\$ 9,140.00	\$ -	\$ -	\$ -	\$ -	\$ 9,140.00	\$ 9,140.00	\$ -	\$ -
3	RSW Mitigation Park	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -
4	CIP Update	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
5	RSW CCTV	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -
6	FMY FHP/DMV Demo	\$ 134,890.00	\$ 6,466.00	\$ -	\$ -	\$ -	\$ 141,356.00	\$ 68,292.50	\$ 73,063.50	\$ -
7	Leasehold Development	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
8	RSW Advertising Screens	\$ 9,000.00	\$ -	\$ (3,500.00)	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -
9	RSW Bag Claim Monitors	\$ 6,000.00	\$ -	\$ (1,485.00)	\$ -	\$ -	\$ 4,515.00	\$ 3,700.00	\$ 815.00	\$ -
10	RSW Garage Directories	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
11	RSW Walkway Canopy	\$ 5,000.00	\$ -	\$ (376.00)	\$ -	\$ -	\$ 4,624.00	\$ 3,700.00	\$ 924.00	\$ -
12	RSW Airport Advertising	\$ 527,371.00	\$ 21,642.00	\$ -	\$ -	\$ -	\$ 549,013.00	\$ 549,013.00	\$ -	\$ -
13	RSW Garage Directories	\$ 40,613.00	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 41,873.00	\$ 41,873.00	\$ -	\$ -
14	FMY/RSW Damage Repair	\$ 29,502.00	\$ -	\$ (16,800.00)	\$ -	\$ -	\$ 12,702.00	\$ 12,702.00	\$ -	\$ -
15	FMY Multi-use Door Repair	\$ 75,000.00	\$ (4,857.00)	\$ -	\$ -	\$ -	\$ 70,143.00	\$ 70,143.00	\$ -	\$ -
16	FMY B Hangar/Safeflight	\$ 8,150.00	\$ -	\$ -	\$ -	\$ -	\$ 8,150.00	\$ 8,150.00	\$ -	\$ -
17	RSW Irrigation Pump	\$ 6,250.00	\$ -	\$ -	\$ -	\$ -	\$ 6,250.00	\$ 6,250.00	\$ -	\$ -
18	RSW Bag Claim Monitors	\$ -	\$ -	\$ -	\$ -	\$ 49,909.00	\$ 49,909.00	\$ 49,909.00	\$ -	\$ -
19	RSW Irrigation Pump Reloc	\$ 342,418.00	\$ 17,539.00	\$ -	\$ -	\$ -	\$ 359,957.00	\$ 359,957.00	\$ -	\$ -
20	RSW Park Fence Repairs	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
21	RSW Pump Station Modif	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
22	RSW MAL5 RAIL	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
23	RSW Tank, Garage Fencing	\$ -	\$ -	\$ -	\$ -	\$ 45,356.00	\$ 45,356.00	\$ 45,356.00	\$ -	\$ -
24	RSW Walkway Canopy	\$ -	\$ -	\$ -	\$ -	\$ 19,109.00	\$ 19,109.00	\$ 19,109.00	\$ -	\$ -
25	RSW MAL5 RAIL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,639.00	\$ 86,469.00	\$ 53,170.00	\$ -
26	RSW RW 6-24 Preserves	\$ 139,639.00	\$ -	\$ -	\$ -	\$ -	\$ 122,632.00	\$ 122,632.00	\$ -	\$ -
27	RSW Pump Station Modif	\$ 118,660.00	\$ 3,972.00	\$ -	\$ -	\$ 41,253.00	\$ 41,253.00	\$ 19,665.00	\$ 21,588.00	\$ -
28	RSW Prescribed Burns	\$ -	\$ -	\$ -	\$ -	\$ 11,164.00	\$ 11,164.00	\$ 7,442.00	\$ 3,722.00	\$ -
29	RSW Exotic Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,876.00	\$ 3,876.00	\$ -	\$ -
30	RSW Aerial Photo Update	\$ -	\$ -	\$ 3,876.00	\$ -	\$ -	\$ 1,485.00	\$ 1,485.00	\$ -	\$ -
31	RSW Portal Hosting	\$ -	\$ -	\$ 1,485.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	RSW Taxiway G-3 Repair	\$ -	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -
33	RSW Phase I Signage	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -
34	RSW D-10 Pavement Repair	\$ -	\$ -	\$ -	\$ -	\$ 27,996.00	\$ 27,996.00	\$ 27,996.00	\$ -	\$ -
35	RSW Phase I Signage	\$ 371,231	\$ 51,026.00	\$ -	\$ -	\$ -	\$ 422,257.00	\$ 415,367.00	\$ 6,890.00	\$ -
36	RSW Garage Tank Fencing	\$ -	\$ -	\$ -	\$ -	\$ 3,462.00	\$ 3,462.00	\$ 3,462.00	\$ -	\$ -
37	RSW Car Rental Check Valve	\$ -	\$ -	\$ -	\$ -	\$ 1,935.00	\$ 1,935.00	\$ 1,935.00	\$ -	\$ -
38	RSW Parking Lot Alarm	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
39	RSW Tollbooth Electric	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
40	RSW Long-term Entry Booth	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
41	RSW Taxi/Limo Fire Hydrant	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
42	RSW Landscaping Repairs	\$ -	\$ -	\$ -	\$ -	\$ 20,166.00	\$ 20,166.00	\$ 20,166.00	\$ -	\$ -
43	RSW Taxi/Limo Fire Hydrant	\$ 85,212	\$ -	\$ -	\$ -	\$ -	\$ 85,212.00	\$ 85,212.00	\$ -	\$ -
44	FMY North Quad Phase 1A	\$ 777,789	\$ -	\$ -	\$ -	\$ -	\$ 777,789.00	\$ -	\$ 777,789.00	\$ -
	SUBTOTAL	\$2,723,965.00	\$ 97,048.00	\$ (16,800.00)	\$ -	\$ 252,250.00	\$ 3,056,463.00	\$2,108,501.50	\$ 947,961.50	\$ -

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued		Current Contract Value	TAS Issued	Pending TAS	Remaining Contract Balance
						\$50,000 Level Maximum \$1,000,000 FY 06-07					
45	CIP Update	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
46	RSW Long-term Pk Impro	\$ -	\$ -	\$ -	\$ -	\$ 43,529.00	\$ 43,529.00	\$ 43,529.00	\$ 43,529.00	\$ -	\$ -
47	RSW Fence Mitigation Park	\$ 78,591.00	\$ -	\$ -	\$ -	\$ -	\$ 78,591.00	\$ 78,591.00	\$ 78,591.00	\$ 78,591.00	\$ -
48	RSW Burn Mitigation Park	\$ 88,462.00	\$ -	\$ -	\$ -	\$ -	\$ 88,462.00	\$ 88,462.00	\$ 88,462.00	\$ 88,462.00	\$ -
49	RSW CCTV System Upgrade	\$ 288,100.00	\$ -	\$ -	\$ -	\$ -	\$ 288,100.00	\$ 288,100.00	\$ 288,100.00	\$ 288,100.00	\$ -
50	RSW PBB Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
51	RSW Platform/Ladder RAC	\$ -	\$ -	\$ -	\$ -	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -
52	FMY Parallel Taxways	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,872,136.00	\$ 8,872,136.00	\$ -	\$ 8,872,136.00	\$ -
SUBTOTAL		\$ 455,153.00	\$ -	\$ -	\$ -	\$ 54,229.00	\$ 9,381,518.00	\$ 54,229.00	\$ 9,327,289.00	\$ -	\$ -
CONTRACT TOTALS		\$ 3,179,116.00	\$ 97,048.00	\$ (16,800.00)	\$ (8,872,136.00)	\$ 306,479.00	\$ 12,437,981.00	\$ 2,162,730.50	\$ 10,275,250.50	\$ -	\$ -

Task 47, 48, 49 Pending Board Approval

Task 52 - FMY Parallel Taxiways

I. OBJECTIVE

To provide Construction Management/General Contractor services in accordance with the Board approved Professional Services Agreement during construction phase activities for the subject project. During such construction phase activities, the Construction Manager/General Contractor (CM-GC) will lend its construction expertise to the advancement of the project to achieve the best product for the available project funds and within LCPA time guidelines.

The Construction Phase Contract Documents for this project includes:

- The Board approved Basic Agreement between the LCPA and the CM/GC
- The amended AIA General Conditions of the Contract for Construction attached to the Basic Agreement
- The project-specific scope of work identified below, to include:
 - Project Information Sheet
 - Supplemental General Contract Conditions
 - FMY – Parallel Taxiways project Technical Specifications dated July 8, 2005
 - FMY – Parallel Taxiways Plans prepared by Hole Montes dated July 2005
 - Addendum #1 issued by O-A-K dated August 8, 2005
 - Addendum #2 issued by O-A-K dated August 12, 2005
 - Addendum #3 issued by O-A-K dated October 16, 2006
 - The corresponding CM/GC procurement certification letter(s)
 - LCPA DBE Project Review
 - Copies of insurance certificates which satisfy the levels specified on the Project Information Sheet
 - Copies of payment and performance bonds at 100% of the Project Fee identified herein.

II. DESCRIPTION

The CM-GC 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, FMY – Parallel Taxiways Project. A description of the work is as follows:

- Install temporary airside/landside access gate and temporary access road.
- Maintenance of all traffic including supplying and installing all barricades and supplying a security guard at the airside gate.
- Storm water modification.
- Construct a new 35' group II taxiway system parallel to Runway 13-31.

- Construct a new 50' group III taxiway system parallel to Runway 5-23.
- Construct all new parallel taxiway tie-ins.
- Disable and enable NAVAIDS, signage and airfield lighting and install new wiring and conduit as required.
- Supply and install all retro-reflective markers
- Supply and install guidance signs, bases and taxiway lighting.
- Upgrade and modify the existing electrical vault.
- Relocate the glide slope antenna.
- Remove NAVAID shed and install shed with new foundation.
- Sod / Seed and Mulch all disturbed areas

III. BASIC SERVICES

Coordination:

- (a) The CM-GC 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 CM-GC's reasonable skill and judgment and to cooperate with the A/E in furthering the interests of the Owner.
- The CM-GC shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, A/E, CM-GC and other persons or entities employed by the Owner for the Project. The CM-GC will assist the Owner and the A/E as required for the timely successful completion of the project.
- (b) The CM-GC 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 CM-GC shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM-GC 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 CM-GC shall assist in obtaining additional information from the PORT AUTHORITY, when

such information is required at the job site for proper execution of the work.

- (e) The CM-GC 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 CM-GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM-GC shall schedule and conduct the preconstruction conference.
- (b) The CM-GC shall coordinate with the Port Authority to establish the date of the Notice to Proceed.
- (c) The CM-GC shall assign a specific Project Manager to the project, who with necessary support from within the CM-GC organization will provide all necessary project management services for the project.
- (d) During actual construction, the CM-GC 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 CM-GC 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 CM-GC 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 CM-GC shall prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variation form. The CM-GC 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 CM-GC 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 CM-GC 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 CM-GC 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, CM-GC and Owner.
- (r) The CM-GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (s) The CM-GC 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 CM-GC 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 CM-GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM-GC 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 CM-GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CM-GC 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 CM-GC 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 CM-GC 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 CM-GC shall notify the Owner and implement remediation to cure the unsafe condition.
- (b) The CM-GC shall stop or suspend the construction anytime that the CM-GC considers the intent of the Safety Plan is being violated or that a hazardous condition has been or is created.
- (c) The CM-GC shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM-GC 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 CM-GC shall accept a written request for inspection by the Subcontractor(s). After the CM-GC has preliminarily inspected and approved the work, the CM-GC 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 CM-GC shall plan, schedule, and lead the inspection walk through(s) of the work.

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

For Substantial Completion inspection, the CM-GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the

Substantial Completion Punch List. The CM-GC will within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch List), to necessary subcontractors for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM-GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM-GC shall plan, schedule, and lead the final inspection walk through of the work. The CM-GC shall, re-inspect the work, and if 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 close out 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. PROJECT FEE SUMMARY

The CM-GC's Project Fee is guaranteed by the CM-GC not to exceed, eight million eight hundred seventy two thousand one hundred thirty six dollars and 00/100, (\$8,872,136), subject to additions and deductions by Contract Amendment. Costs, which would cause this fee to be exceeded by no fault of the PORT AUTHORITY, shall be paid by the Contractor without reimbursement by the Owner.

Task Authorizations will be required in order to authorize contracted work to begin.

The Project Fee 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.

•CM-GC General Conditions Fee: The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work.

•CM-GC Miscellaneous Costs: Specific items not furnished by subcontractors or within general conditions such as permit fees, bonding premiums, impact fees, or builders risk property insurance.

•CM-GC Management Fee: The cost of professional services including construction management activities and other contract administration tasks performed by the CM-GC.

Included within the Project 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 Project Fee 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 CM-GC 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 Project Fee described herein.

Billing of the Project Fee is to be based on a monthly percentage of work complete proportional with the CM-GC 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 into categories as requested by the LCPA, including Low Bid Construction Work, Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract Amendment Work.

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

Selected Subcontractor Costs:	\$ 7,970,279.00
CM-GC General Conditions Fee:	\$ 343,241.00
CM-GC Miscellaneous Costs & B.R.:	\$ 113,975.00
CM-GC Management Fee	<u>\$ 444,641.00</u>
Task Total Lump Sum Amount	\$ 8,872,136.00