

**LEE COUNTY PORT AUTHORITY
LOQ 22-66 General Construction Manager/ General Contractor
CONTRACT AMENDMENT (CA)**

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

Description of work: FMY – Construction Management and Certified Engineering Inspection Services for the Rehabilitation of Taxiways A3 & D2

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

- (2) **Method of Negotiating Price of Work** **Method of Negotiating Time of Work:**
- | | |
|----------------------------|-------------------------------------|
| <u> X </u> Lump Sum | _____ Consultant/Contractor Records |
| _____ Time and Materials | _____ Cost plus fixed fee |
| _____ Unit Prices | _____ Force Account |
| _____ Hourly plus expenses | |
| _____ Other _____ | |

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

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

 Matthew Zwack *Matthew Zwack* 7/30/2025

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LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

 N/A

FDOT: Approved 9-11-25 FAA: Approved 9-9-25
FDOT Representative FAA Representative

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

Robert D. Holborn
0709AF6D28494C
 Port Attorney



LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____ N/A
Deputy Executive Director or Designee

Board Item By: Kevin Ruane
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 Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION7

CA No. 65

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
CEI Services	Bowman/Hole Montes 6200 Whiskey Creek Dr. Fort Myers, FL 33919	\$100,000.00	No	

EXHIBIT B - CONTRACT SUMMARY

TAF	Task	Board Approved Contract Amount	Total Project Budget Adjustments	This Contract Adjustment	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2023-24	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2024-25	CM/GC	Sub Costs	Current Contract Value	TAs Issued	Pending TAs
1	Long Term Parking Cost Estimates						\$ 10,128.00		\$ 10,128.00	\$ 10,128.00	
2	RAC Excavation Bid Management						\$ 4,816.00		\$ 4,816.00	\$ 4,816.00	
3	Petro Scrape Down Bid Management						\$ 4,816.00		\$ 4,816.00	\$ 4,816.00	
4	Roofing Consulting Services						\$ 9,189.00	\$ 8,325.00	\$ 9,189.00	\$ 9,189.00	
5	Vegetative Fuel Reduction - Rebid						\$ 5,655.75		\$ 5,655.75	\$ 5,655.75	
6	Onsite Exotic Removal Project						\$ 4,855.75		\$ 4,855.75	\$ 4,855.75	
7	Aerial Photos						\$ 4,861.00	\$ 7,220.00	\$ 12,081.00	\$ 12,081.00	
8	Jrd A Precon						\$ 12,734.50		\$ 12,734.50	\$ 12,734.50	
9	RSW - RAC File Construction						\$ 11,057.00	\$ 12,530.00	\$ 23,587.00	\$ 23,587.00	
10	RSW - Petroleum Scrape Down						\$ 3,070.00	\$ 3,750.00	\$ 6,820.00	\$ 6,820.00	
11	RSW - Onsite Mechanical Vegetation Reduc						\$ 13,570.00	\$ 37,871.25	\$ 51,441.25	\$ 51,441.25	
12	RSW - Mitigation Park North Hot Spots Precon						\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
13	RSW - Mitigation Park South Hot Spots Precon						\$ 9,906.50		\$ 9,906.50	\$ 9,906.50	
14	RSW - Mitigation Park Site H Hot Spots Precon						\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
15	RSW - Mitigation Park Trails & Fence Repair Precon						\$ 9,450.50		\$ 9,450.50	\$ 9,450.50	
16	RSW - Mitigation Park Site H - Construction Oversight	\$ 494,721.23					\$ 59,095.71	\$ 435,025.52	\$ 494,721.23	\$ 494,721.23	
17	RSW - Mitigation Park South Exotic - Const. Oversight	\$ 541,054.03					\$ 59,095.71	\$ 461,157.17	\$ 520,232.88	\$ 520,232.88	
18	RSW - Mitigation Park North Exotic - Const. Oversight	\$ 802,805.88					\$ 62,157.71	\$ 546,425.85	\$ 610,583.51	\$ 610,583.51	
19	RSW - Mitigation Park Fence and Trails - Const. Oversight	\$ 402,561.23					\$ 36,506.50	\$ 345,054.73	\$ 402,561.23	\$ 402,561.23	
20	FMY - Fuel Farm Excavation Project	\$ 1,588,436.40					\$ 362,436.00	\$ 1,226,000.40	\$ 1,588,436.40	\$ 1,588,436.40	
21	RSW - On-Site Exotic Treatment NE Conservation Area - Precon				\$ 5,919.50		\$ 5,919.50		\$ 5,919.50	\$ 5,919.50	
22	RSW - On-Site Fuel Reduct & Exotic Tr SW Conservation Area - Precon				\$ 5,919.50		\$ 5,919.50		\$ 5,919.50	\$ 5,919.50	
23	RSW On-Site Fuel Reduction & Exotic Tr SW Conservation Area - CM/GC				\$ 67,074.01		\$ 14,267.35	\$ 52,806.66	\$ 67,074.01	\$ 67,074.01	
24	RSW - On-Site Exotic Treatment NE Conservation Area - CM/GC				\$ 88,815.53		\$ 14,267.35	\$ 74,548.18	\$ 88,815.53	\$ 88,815.53	
25	RSW - Habitat Restoration at Mill Park - Precon Ridding Services				\$ 7,135.00		\$ 7,135.00		\$ 7,135.00	\$ 7,135.00	
26	RSW - Taxway F Depression Repair Precon				\$ 11,430.75		\$ 11,430.75		\$ 11,430.75	\$ 11,430.75	
27	RSW - Taxway F Depression Repair Project	\$ 230,972.00			\$ (15,000.00)		\$ 82,972.00	\$ 133,000.00	\$ 215,972.00	\$ 215,972.00	
28	RSW - Air Freight Demo Bidding				\$ 5,562.50		\$ 5,562.50		\$ 5,562.50	\$ 5,562.50	
29	RSW - Mill Park - IMS Precon				\$ 5,921.00		\$ 5,921.00		\$ 5,921.00	\$ 5,921.00	
30	RSW - Mill Park - IMN Precon				\$ -		\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
31	RSW Mill Park - Fence and Trails				\$ -		\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
32	RSW - Mill Park Strand Precon				\$ -		\$ 9,921.00		\$ 9,921.00	\$ 9,921.00	
33	RSW Air Freight Building Reconstruction CM Services	\$ 192,095.00			\$ -		\$ 192,095.00		\$ 192,095.00	\$ 192,095.00	
34	FMY - Recar Additional Asphalt at Fuel Farm				\$ 7,020.00		\$ 520.00	\$ 6,500.00	\$ 7,020.00	\$ 7,020.00	
35	Treatment Mitigation Park Imperial Marsh North	\$ 860,715.03					\$ 66,806.43	\$ 753,908.60	\$ 660,715.03	\$ 660,715.03	
36	Treatment Mitigation Park Imperial Marsh South	\$ 508,316.93					\$ 66,806.43	\$ 441,510.50	\$ 508,316.93	\$ 508,316.93	
37	Treatment Mitigation Park Imperial Marsh Flint Pen Strand	\$ 716,640.57					\$ 66,806.43	\$ 649,834.14	\$ 716,640.57	\$ 716,640.57	
38	Perimeter Fence Siltage Maintenance & Repair Mitigation Park Trail Maintenance	\$ 407,029.85					\$ 59,515.50	\$ 347,029.85	\$ 407,029.85	\$ 407,029.85	
39	RSW Mill Park Trails Hurricane Milton Cleanup & Precon		\$ (6,922.00)				\$ 6,922.00		\$ 6,922.00	\$ 6,922.00	
40	RSW Timber Trails Debris Cleanup Project Precon						\$ 27,712.00	\$ 15,482.00	\$ 12,230.00	\$ 27,712.00	
41	FMY - Fuel Farm Excavation Project - Time Extension										
42	FMY - Fuel Farm Credit						\$ (25,155.00)		\$ (25,155.00)	\$ (25,155.00)	
43	RSW - Onsite Exotics Removal Project Precon						\$ 6,236.50	\$ 6,236.50	\$ 6,236.50	\$ 6,236.50	
44	RSW - Onsite Mechanical Fuel Reduction Project Precon						\$ 6,236.50	\$ 6,236.50	\$ 6,236.50	\$ 6,236.50	
45	FMY - Fuel Farm Extension (no cost) VOID										
46	Aerial Photos for both RSW and FMY						\$ 16,787.00	\$ 7,542.00	\$ 7,950.00	\$ 16,787.00	
47	RSW - SW Conservation Area Exotic Vegetation Maintenance - CM Services						\$ 96,711.54	\$ 14,106.54	\$ 82,605.00	\$ 96,711.54	
48	RSW - RAC Precon Services VOID										
49	RSW - Mill Park IMN Treatment						\$ 86,950.64	\$ 8,880.64	\$ 80,279.00	\$ 86,950.64	
50	RSW - Carpet Replacement and Mezzanine Renovation Precon						\$ 8,003.25	\$ 8,003.25	\$ 8,003.25	\$ 8,003.25	
51	RSW - Mill Park Precon Insect/Trails/Site H						\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	
52	RSW - Mill Park Precon FPS Hot Spots						\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	
53	RSW - Mill Park Precon IMN						\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	
54	RSW - Mill Park Precon IMS						\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	
55	RSW - DHS Improvements Precon						\$ 35,965.50	\$ 35,965.50	\$ 35,965.50	\$ 35,965.50	
38.2	RSW - Mill Park Precon fence/trails/Site H Extension										
56	FMY - CM/GC/Fl Rehab of Taxways AS & D2				\$ 349,653.00		\$ 248,653.00	\$ 100,000.00			\$ 349,653.00
CONTRACT TOTALS		\$ 6,744,545.95	\$ (6,922.00)	\$ 348,653.00	\$ 189,439.29	\$ 308,209.93	\$ 1,758,956.30	\$ 5,843,892.80	\$ 7,233,511.60	\$ 7,233,511.60	\$ 348,653.00

*Board approved Level 4 - \$100,000/10/16'

Task 56 – FMY Taxiway A3-D2 Rehabilitation
Construction Management

I. OBJECTIVE

To provide Construction Management services during construction phase activities for subject project. During such construction phase activities, the Construction Manager (CM) 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.

II. DESCRIPTION

The CM will provide for the necessary construction management and related Construction Engineering & Inspection (CEI) services as needed for the planned construction and installation of the following improvements, FMY Taxiway A3-D2 Rehabilitation Construction Management.

III. BASIC SERVICES

Coordination:

- (a) The CM shall accept the relationship of trust and confidence established with the PORT AUTHORITY as outlined in the Master Agreement and covenants with the PORT AUTHORITY to furnish the CM's reasonable skill and judgement and to cooperate with the A&E and GC in furthering the interests of the PORT AUTHORITY.

The CM shall furnish construction management services and use its best efforts to oversee the Project in an expeditious and economical manner consistent with the interests of the PORT AUTHORITY. The PORT AUTHORITY shall endeavor to promote harmony and cooperation among the PORT AUTHORITY, A&E, CM and GC and other persons or entities employed by the PORT AUTHORITY for the Project. The CM will assist the PORT AUTHORITY, A&E and GC as required for the timely successful completion of the project.

- (b) The CM shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM 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, GC and others to provide information and make recommendations concerning the project.
- (c) As requested by A/E or GC, the CM 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.
- (d) The CM shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record GC and Construction Administrator during the duration of construction.
- (e) The CM shall make recommends to the PORT AUTHORITY for any GC requests for extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM shall schedule and conduct the pre-construction conference.
- (b) The CM shall assign a specific on-site **CM Field Representatives** (from NTP to FC - max. 30 weeks) who will:
- Document day-to-day on-site field labor forces including GC superintendents, subcontractors, CEI and other construction related personnel.
 - The CM shall continually monitor the effects of weather and advise PORT AUTHORITY of potential consequential delays to overall schedule.
 - CM will attend regularly scheduled construction progress meetings
 - CM will coordinate only all survey and control. Survey and control by others.
 - CM will coordinate with LCPA, GC and Local Municipalities to obtain locations of public and Private Utilities.
 - CM will assist with providing technical assistance along with LCPA, GC and A&E and provide support with Project Issues.
 - CM will provide additional Field Representatives for required overnight work and accelerated project areas
 - CM will review and make recommendations for all Contract amendment Requests
 - CM will coordinate only site testing and inspection efforts. QC/QA by others.
 - CM will communicate and enforce contract CSPP phasing compliance and schedule milestones
 - CM will prepare and submit daily reports to document weather, field conditions, manpower, progress, accident reports, quality reports, etc.
 - CM will oversee as-built record drawing plans and perform an initial review of submittals
 - CM will review and make recommendations for any post construction claims
 - CM will assist LCPA and A&E with substantial completion and punch-list inspections
- (c) The CM shall assign a specific on-site **CM Project Manager** (from NTP to FC - max. 30 weeks) who will:
- CM will schedule and attend monthly client briefings
 - CM will attend regularly scheduled construction progress meetings
 - CM will review and make recommendations for all Contract amendment Requests
 - CM will review and make recommendations for all GC payment applications
 - CM will monitor costs, including labor time and material.
 - CM will oversee as-built record drawing plans and perform an initial review of submittals
 - CM will review and make recommendations for any post construction claims
 - CM will assist LCPA and A&E with substantial completion and punch-list inspections
- (d) The CM shall assign a specific **CM Project Assistant** (average 5 days/week - max. 30 weeks) from NTP to FC) who will maintain all on-site documentation of geo-tech/ paving/ concrete testing reports, and inspections, RFI, NOV, CA, FD, submittal logs, and as built drawings. The AA will also perform general office duties, filing, mailing, etc. AA will schedule meetings, appointments, site visits, and prepare and transmit correspondence.
- (e) The CM shall go under contract with a qualified **Project CEI** (max 30 weeks) who will:
- Monitor compliance to applicable Quality Assurance and (QA) policies, performance standards and specifications.

- Document and report all necessary QA requirements to the Engineer of Record and QA manager.
- Monitor and document quality control and quality assurance of the work.
- Report to CM, 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
- Monitor, document, measure and record all quantities of work performed by all subcontractors.
- Prepare and submit a daily report to the senior project manager reporting and recording all pay item quantities.
- Assist the CM in the Review of pay applications and quantity verification.

V. ADDITIONAL SERVICES

1. CM will provide monthly Aerial progress photos
2. CM will retain a qualified subconsultant to perform CEI services.
3. Office based support staff and accounting staff
4. Utilization of web-based platform for document control

Safety:

- (a) The CM will review the safety requirements (Safety Plan) outlined within the Contract Documents, specifically those that address FAA AC 5370-2G, "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 shall notify the GC, AE, and PORT AUTHORITY and implement remediation to cure the unsafe condition.
- (b) The CM shall stop or suspend the construction anytime that the CM considers the intent of the safety plan or FAA ACs are being violated or that a hazardous condition has been or is created.
- (c) The CM shall stop or suspend the construction anytime that the CM considers the intent of the Safety Plan is being violated or that a hazardous condition has been or is created.
- (d) The CM shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents. The CM shall discuss phasing with PORT AUTHORITY representatives and make recommendations to the PORT AUTHORITY on any changes to project phasing.
- (e) The PORT AUTHORITY encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Substantial Completion:

When the GC considers the work ready for substantial acceptance, the CM shall accept a written request for inspection by the GC. After the CM has preliminarily inspected and approved the work, the CM 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 shall plan, schedule, and lead the inspection walk through(s) of the work.

For Substantial Completion inspection, the CM shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion punch list. The CM will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch list) to the GC for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM shall accept a written request by the General Contractor for Final Inspection. The CM shall plan, schedule, and lead the final inspection walk through of the work. The CM 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 punchlist items are completed to the satisfaction of The PORT AUTHORITY.
- (b) Perform post construction administrative project close-out procedures.
- (c) Provide red-line as-built drawings to the A/E
- (d) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (e) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of all PORT AUTHORITY closeout documentation, warranties and guarantees.

VI. FEE SUMMARY

Total Lump Sum: \$ \$348,653.00

Lump Sum Price: The sum of the cost of the CM Fee and sub-consultants is subject to additions and deductions by contract amendments as provided in the Contract Documents.

Such lump sum is referred to in the Contract Documents as the Lump Sum Price. Costs which would cause the Lump Sum Price to be exceeded by no fault of the PORT AUTHORITY shall be paid by the CM without reimbursement by the PORT AUTHORITY.

For the purpose of this agreement, Contract amendment shall be used to reflect a contractual change to the contract time, dollars or scope.

For the purpose of this agreement, Contract amendments serve to amend the contract, Task Authorizations for Contract amendments will be required in order to authorize contracted work to begin.

The Lump Sum Price shall be comprised of the following two (2) components:

- **CM Management Fee:** the cost of CM personnel to perform professional services, including construction management activities and other contract administration tasks. Also includes the cost of items necessary in the general course of work and not provided within the scope of subconsultant work.
- **Subconsultant Costs** to retain qualified professional services CEI

Included within the Lump Sum fee is the cost of all meetings, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Billing of the Lump Sum Price is to be based on a monthly percentage of work complete proportional with the CM professional services scope of work, and its respective total lump sum fee; Project invoices shall be based on percent complete and be divided into categories as requested by the LCPA, including Construction Management Services, General Conditions Costs, Miscellaneous Costs, and Contract amendment work.

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

CM Management Fee	\$248,653
Subconsultant Costs	\$100,000
Total Lump Sum	\$348,653