

CA No. 95

Vendor No. 390187

Contract No. 7548

Effective Date: 9-5-24

LEE COUNTY PORT AUTHORITY
LOQ 16-19 Design Services Southwest Florida International Airport
Terminal Expansion
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 with the 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: RSW Terminal Expansion II – Gates Expansion – Construction Administration Services for Terminal Expansion, Concourse E, Central Utility Plant (CUP) Expansion, and Airside Site Preparation, Airside Improvements Paving Package, Concourse E Passenger Boarding Bridges (PBBs), and Terminal Roadway Modifications. This Contract Amendment extends the agreement until February 1, 2029.

(1) **Reasons for Amendment:**

- | | |
|---|--|
| ☒ Programmed CIP Project(s) | ☐ Budgeted Task/Work |
| ☐ Unforeseen Site Conditions | ☐ Error/Omission in Plans/Specs |
| ☐ Design Change | ☐ Owner Requested |
| ☐ Safety Considerations | ☐ Cost Benefit to Project |
| ☐ Other: _____ | |

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

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

Method of Negotiating Time of Work:

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

(3) **Acceptance**

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

AtkinsRéalis USA, INC. Signed by: ADAM T. TUCKER/ENGINEER ACCEPTANCE

Darin Larson

Darin R. Larson

8/5/2024

DFBEDAE11B714DF...

441981-1-94-01 & 441981-1-94-02

FDOT: Approved 8-29-24

FDOT Representative

FAA: 9-4-2024

FAA Representative

Approved as to form for the reliance of the

Lee County Port Authority only:

[Signature]
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐

By: _____ N/A

Deputy Executive Director or Designee

☒

Board Item

By: [Signature]
Chair - Lee County Port Authority Board of Port Commissioners



[illegible]

Contract Amendment #95
RSW Terminal Expansion Phase II
Construction Administration Services

I. OBJECTIVE

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis (CONSULTANT) to provide Construction Administration Services for the Terminal Expansion Phase II (PROJECT) at the Southwest Florida International Airport (RSW).

This scope of work is for the services to be provided by AtkinsRealis for the RSW Terminal Expansion Phase II Project. This scope is composed of the following five tasks:

1. Terminal Expansion, Concourse E, Central Utility Plant (CUP) Expansion, and Airside Site Preparation
2. Airside Improvements Paving Package
3. Concourse E Passenger Boarding Bridges (PBBs)
4. Terminal Roadway Modifications
5. Allowances

This Contract Amendment extends the Contract terms through February 1st, 2029.

II. SCOPE OF SERVICES

Under Task Authorization 58, the CONSULTANT provided professional engineering services relative to the design, construction documents, bidding, and permitting for the Terminal Expansion Phase II Project. This task order provides Construction Administration (CA) and close-out services for the following:

1.0 Terminal Expansion, Concourse E, Chiller Plant Expansion, & Airside Improvements Site Preparation

The addition of Concourse E will require the expansion of the existing terminal building to the west on all three levels (arrivals, departures, and mezzanine). The terminal expansion will comprise approximately 315,000 square feet over the three levels. The arrivals level will include space for baggage claim; baggage make-up; baggage processing, including Check Baggage Inspection System [CBIS] / Checked Bag Reconciliation Area [CBRA] facilities; public circulation; and restrooms. The departures level will include space for baggage processing; public circulation, including a meeter/greeter lobby; restrooms; security screening, including TSA queue, TSA checkpoint pre-screening, and TSA secondary screening; and ticket lobby.

Concourse E will provide fourteen (14) gates. The first floor (arrivals/apron level) includes support areas, airline operations space, electrical, mechanical, and IT space. The second floor of the fourteen (14) gate Concourse E (departures level) includes hold rooms, public circulation, concessions, and restrooms. Third level space provides mechanical rooms and support areas.

The terminal expansion and new Concourse E will require support facility upgrades to the existing chiller building which include a new 1,500-ton VS Chiller within the existing

building footprint, and replacement of the two (2) existing 1,200-ton chillers with 1,500-ton VS chillers in the existing chiller plant.

The airside improvements required to support the terminal expansion and New Concourse E include the earthwork, stormwater, hydrant fueling, site utilities, & security improvements for the new hardstand apron and associated taxilanes/taxiways.

2.0 Airside Improvements Paving

Paving of the new hardstand aprons, taxilanes, and taxiways.

3.0 Concourse E Passenger Boarding Bridges

Passenger Boarding Bridges (PBBs) for the fourteen (14) Concourse E gates.

4.0 Terminal Roadway Modifications

Terminal roadway modifications for the arrival roadways, departure roadways, and curbsfront.

5.0 Allowances

Administrative Allowances are being utilized within the A&E/Construction Administration agreement to offer better accountability and transparency for known project costs. Administrative Allowances are used by the Owner to better track, control and authorize expenditures against the Contract to better align with actual costs as the project progresses. As the construction and completion of Concourse E takes place over a three-year period, these items are known costs that will be incurred as part of the project, but all expenditures will be controlled by the LCPA. The following Administrative Allowances will be authorized for expenditure only through an LCPA approved Contract Amendment and/or Task Authorization pursuant to the Board approved LCPA Procurement Manual:

- Design changes resulting from TSA requested revisions
- Tenant/Concession design review & build-out coordination
- PMWeb management software upgrade & support
- Airline Relocation Buildouts
- MOT, phasing, temp partitions, signage, wayfinding requested changes

Pursuant to Section 10.7 of the Board approved Contract, funds may be cross-utilized between various Tasks assigned to accomplish the overall purpose and goal of the project with the prior written approval of the LCPA.

Task 80.1 – RSW Terminal Expansion Phase 2
Terminal Expansion, Concourse E, Chiller Plant Expansion, & Airside
Improvements Site Preparation Package Construction Administration Services

I. Objective

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis North America (CONSULTANT) to provide Construction Administration Services for the Terminal Expansion, Concourse E, Chiller Plant Expansion, & Airside Improvements Site Preparation (PROJECT) associated with the Terminal Expansion Phase II Project at the Southwest Florida International Airport (RSW).

II. Description

Under Task Authorization 58, the CONSULTANT provided professional engineering services relative to the design, construction documents, bidding, and permitting for the Terminal Expansion Phase II Project. This task order provides Construction Administration (CA) and close-out services for the following:

1.0 Terminal Expansion

The addition of Concourse E will require the expansion of the existing terminal building to the west on all three levels (arrivals, departures, and mezzanine). The terminal expansion will comprise approximately 315,000 square feet over the three levels. The arrivals level will include space for baggage claim; baggage make-up; baggage processing, including Check Baggage Inspection System [CBIS] / Checked Bag Reconciliation Area [CBRA] facilities; public circulation; and restrooms. The departures level will include space for baggage processing; public circulation, including a meet/greeter lobby; restrooms; security screening, including TSA queue, TSA checkpoint pre-screening, and TSA secondary screening; and ticket lobby.

2.0 Concourse E

Concourse E will provide fourteen (14) gates. The first floor (arrivals/apron level) includes support areas, airline operations space, electrical, mechanical, and IT space. The second floor of the fourteen (14) gate Concourse E (departures level) includes hold rooms, public circulation, concessions, and restrooms. Third level space provides mechanical rooms and support areas.

3.0 Chiller Plant Expansion

The terminal expansion and new Concourse E will require support facility upgrades to the existing chiller building which include a new 1,500-ton VS Chiller within the existing building footprint, and replacement of the two (2) existing 1,200-ton chillers with 1,500-ton VS chillers in the existing chiller plant.

4.0 Airside Improvements Site Preparation

The airside improvements required to support the terminal expansion and New Concourse E include the earthwork, stormwater, hydrant fueling, site utilities, & security improvements for the new hardstand apron and associated taxilanes/taxiways. The

paving for the new hardstand aprons, taxilanes, and taxiways will be constructed by Others under a separate contract.

The estimated construction time is thirty-six (36) months with a closeout period of three (3) months, for a total of thirty-nine (39) months. These services are in conjunction with the construction manager-general contractor (CM-GC) services to be performed by Suffolk Construction (CM-GC) based upon their assumed responsibilities defined in their contract with LCPA.

The CONSULTANT, acting as the Construction Administrator (CA), shall perform the following tasks for work that they are responsible for designing.

In general, these tasks shall include, but are not limited to, review of shop drawings, field observations as needed, response preparation to Requests for Information (RFIs) if needed, and other administrative services as described under Basic Services.

III. Scope of Basic Services

1.0 Terminal Expansion

1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM-GC, and CEI to answer questions in writing as necessary and offer project design information.
3. Identify a contact person who shall be available to the CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM-GC. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.
4. Manage & update the Design BIM model and construction drawings with addendum and other changes to the bidding documents and submit to CM-GC at Project commencement for their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.
5. Review and follow the CM-GC's Safety Plan for all site visits. Review Construction Management Plan and Safety Plan Compliance Documents.
6. Attend pre-construction meeting with LCPA/CM-GC prior to the start of

construction.

7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM-GC submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM-GC will establish a mutually agreed upon deadline for complex RFI's.
8. Review of submittals, including one resubmittal of each submittal, submitted via CM-GC's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM-GC's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.
9. Review of non-LCPA directed contract amendments prepared by CM-GC within 5 working days. Consultant shall recommend necessary or desirable changes to the Owner, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the Owner, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly job site LCPA Team Meetings chaired by CM-GC, either in-person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.
11. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds thirty-six (36) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.
12. Review of Contractor's BIM as-built record model for each discipline every month with a half-day on-line workshop. Delegated design elements are excluded.
13. Review written reports prepared by the CEI on completed mockups identified in Specifications within 7 working days.

14. Provide after-hours initial response to urgent field questions.
15. Review and provide additional comments based on CM-GC's daily report of progress.
16. Perform on-site construction observation visits by engineering disciplines as determined by progress of work, and issue field reports within 3 working days of visit.
17. Assist CM-GC in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
18. Consultant will perform the following scope related to the Baggage Handling System (BHS):
 - a. Administration:
 - Safety Program Manual – Review for completeness the BHS Contractor Safety Manual.
 - Project Organization Chart and Management Team – Review for completeness and comment on the BHS Contractor Project Organization Chart and planned Management Team.
 - Quality Control Manual – Review for completeness and comment on BHS Contractor Quality Control Manual.
 - Monitor budgets including change orders – Monitor BHS Contractor's BHS budget and report to owner on a monthly basis.
 - Configuration Management Plan – Manage and coordinate version control on documentation of the project.
 - Detailed Master Schedule - Monitor BHS Contractor BHS schedule, including list of Submittals and Dates and report to owner on a monthly basis.
 - Phasing Schedule - Review for completeness and comment on BHS Contractor Phasing Schedule.
 - Monthly Report - Review for completeness and comment on BHS Contractor Monthly Report. In addition, BNP will prepare and issue a monthly written field report with photographs of observations and findings. The report will document general conformance with the BHS Contract Documents and shop drawings and identify items requiring further action or review by other disciplines.
 - BHS BIM Model - Manage and update the BHS design BIM model and BHS contract drawings for project-required addendums.
 - Contract Amendments - Review of non-LCPA-directed

contract amendments prepared by the CM-GC and recommend necessary or desirable changes to LCPA.

- Computer Log - Review for completeness and comment on BHS Contractor Computer Log. Security badging – manage and audit our security badging process.
- Contractor monthly invoices – Review and approve BHS Contractor monthly pay invoices. Design Meetings – participate in all BHS design meetings.
- Weekly BHS Meetings – participate in BHS Contractor weekly BHS meetings. Verify MWBE reports from the BHS Contractor are updated and accurate.
- Construction Claim Review - Review BHS-related construction claims submitted by the CM-GC and make recommendations to LCPA concerning settlement or appropriate action.

b. Shop Drawings & RFIs:

- RFI Review and Response - Review and provide a coordinated response to BHS Contractor Requests for Information (RFIs) and Technical Support Requests.
- Submittal Log – Ongoing review of BHS Submittal Logs and responses. Ensure responses are timely. Any responses requiring over 10 days to be identified in the CM-GC Submittal schedule.
- Submittal Review - Review of the BHS Contractor-provided contractually required submittals. An initial submittal review.
- Environmental Requirements – Comply with, understand and properly document all environmental requirements.
- Emergency Stop Zone Drawings – Review BHS Contractor designed Emergency Stop Zones for code compliance and operator convenience.
- Structural Attachment Details – Review BHS Contractor designed attachment details for completeness.
- Catalog Cuts and Equipment Specifications – Review designed BOM to design intent.
- System Power Requirements and MCP/MPP/CSC Sizes – Review BHS Contractor designed power system to meet design intent and ability to incorporate future equipment additions.
- BHS Equipment - Combined Heat Output Figures – Review BHS Contractor designed BOM to ensure that HVAC needs will be capable of maintaining design intent work environment.
- Controls System Description and BHS Redundancy Schematic Diagrams – Review BHS designed controls system to ensure design intent level of redundancy.

- Control Room Equipment – Review BHS designer BOM of Control Room equipment to ensure durability of product, ample storage capabilities, and completeness of design.
- Shop Detail Drawings – Provide overview of BHS designed shop drawings for completeness.
- Motor Schedule – Review BHS designed motor manifest against BHS design to ensure proper motor size and access within the system.
- Installation Drawings – Review installation drawings to ensure accuracy and detail.
- Training Program – Review BHS Contractor training plan for operators. Ensure completeness and verify that training is adequate.
- Estimated Parts List – Review estimated parts list proposal from BHS Contractor to ensure adequate reserve without excess stock. Confirm final parts list.
- Functional Specification – Review BHS designer functional specifications ability to meet design intent.
- Cybersecurity Plan – Review BHS Designer cybersecurity plan for entire designed system.
- EDS/BHS integration plan – Review BHS Designer integration plan and verify that it complies with TSA requirements.
- Baggage Tag Verification – Review BHS Contractor system to ensure proper acquisition and tracking of baggage.
- Interface coordination - verify BHS/CBIS interface requirements are met with other airport systems such as the BSM Gateway, Flight Progress Event System (FPES), FIDS, BRS and new Terminal systems.
- Coordinate BIM process – Review BHS Contractor BIM process for completeness.
- TSA Monthly Reports – Review BHS Contractor monthly TSA reports for accuracy and compliance.

c. Installation:

- Work Activities Bulletin – Review CM/GC Work Activities Bulletin for completion and timeliness.
- Lock Out Tag Out checklist – Review CM-GC Lock Out Tag Out policy and ensure completeness and compliance with code.
- Verify daily work force reports – Verify the accuracy of the CM-GC daily force reports.
- Pre-Construction Meeting – Attendance at the pre-construction meeting with LCPA and CM-GC.
- Pre-installation Meetings – Conduct preinstallation meeting to verify readiness to commence task.

- Right of Way Interference - Identification, review, and coordination of right-of-way interferences.
- Project Coordination - "Real-time" on-site coordination with other project disciplines as required to provide immediate direction/guidance for installation activities relating to or affecting the BHS.
- Walk throughs – monthly review and progress report.
- Walk throughs – ongoing project progress reviews and response to issues in real time.
- Quality Control Meetings - Attend Quality Control (QC), Notice of Non-Compliance (NNC), and other essential meetings with the LCPA, AGENT CM, and CEI to provide project design information and address necessary inquiries.
- Construction Meetings - Participate in Construction meetings both on-site and virtual based on the schedule requirements at the time. on the during the BHS walkthroughs.
- Other regular meetings - On-site or virtual participation in General Construction meetings, BHS Meetings, and LCPA/User Airline Meetings.
- Stakeholder Coordination – Coordinate with LCPA and User Airlines.
- Project Coordination - Assist with coordinating delivery, construction, and installation efforts of BHS/CBIS and other work applicable to the program.
- BHS Equipment QC Reviews - Quality control review of any BHS on-site equipment fabrication or equipment prototypes.
- Live Operations Support - On-site observation, troubleshooting, and assistance in operating the BHS systems to maintain live operation.
- Live Operations Support - On-site observation, troubleshooting, and assistance in operating the BHS systems to maintain live operation.
- Record the progress of work – Verify that reported BHS Contractor progress reports are correct.
- BHS Activities Communication with LCPA - On-site support and coordination to ensure LCPA Operations and Maintenance staff are informed of BHS installation activities, existing BHS tie- ins, etc.
- Contingency Plan Support - On-site support and coordination with all required project stakeholders to ensure that the required BHS Contingency Plans are in place and all required parties are informed.
- Post Tie-In Support - On-site support shall be provided through the first few hours of live operations after critical BHS tie-ins.
- Operational Disruption Analysis - Document any disruptions

to the operation and assign responsibility for cause and resolution.

d. Commissioning:

- ILDT Pre-Commissioning Coordination - coordinate with the ILDT to complete the project portfolio checklist, compile the project portfolio documentation for transmittal to TSA, and participate in ISAT coordination meetings.
- System Inspection Plan – Review BHS Contractor System Inspection Plan for completeness Site Specific Test Plan – Review BHS Contractor Site Specific Test Plan for completeness.
- Factory Acceptance Test Submittals - Review BHS Contractor Factory Acceptance Test Plan, the Factory Test Acceptance Agenda, and the completed BHS Contractor Test Plan results.
- Factory Acceptance Test – Participate in and verify results of the Factory Acceptance Test. Generate punch list.
- Test Reports – Review BHS Contractor Test Reports for design intent and accuracy Test Bags – Observe test bags utilized meet TSA requirements.
- IATA bag tags for all TSA testing – Confirm that BHS Contractor is utilizing standard IATA bag tags for all testing
- BHS Punch List – Generate, review and close out post construction BHS punch list.
- Completed Test Plan Review – Review the BHS Contractor's completed test plans and required supporting documentation (i.e., BHS MDS/MIS Reports) and generate review comments and punchlist items for rectification.
- Subcontractor Acceptance Testing – Verify the results of the BHS Contractor Outbound Sortation Testing, Rate Testing, Outbound System Endurance and Stability Test, TSA Testing, and Pre-ISAT are acceptable to proceed to TSA Testing and notify Owner of results.
- TSA Acceptance Testing (Pre-TRR, TRR, ISAT) – Participate in and review all TSA required testing. QLR and CCRs - participate in the TSAs ISAT out brief meeting where the QLR will be reviewed with the ILDT. When notified by the CM-GC that they have been rectified, BNP will confirm the rectification of identified Security, Efficiency, and Safety Issues. BNP will coordinate with the ILDT to respond to the QLR. BNP will review and witness any required CBIS Change Requests (CCRs).

e. Run-In & Acceptance:

- Operational Run-In – A series of 2 week run in periods. After

the run in period, Review ILDT provided reports upon start up. If the system is shown to be performing adequately and within established efficiency requirements, the run-in will stop, and the Test Summary Report (TSR) will be drafted. If performance is not within the established efficiency requirements or at the discretion of the RDC, another two weeks of data collection and run-in will be performed before the drafting of the TSR. TSR to be submitted to the TSA.

- Conditional Acceptance - Upon completion of all contractually required BHS Testing, Submittals, and Deliverables, BNP will issue a letter to LCPA recommending a Conditional Acceptance status for the BHS. A Conditional Acceptance Status will indicate that the BHS can proceed into Live Operations.
- Final Acceptance - Review the CM-GC/BHS subcontractor-provided BHS performance data and punchlist rectification data to provide written recommendation to LCPA for BHS Final Acceptance.

f. Closeout & Training:

- ORATT - Assist LCPA in providing record documentation and clarifications to the Operational Readiness and Transition Training (ORATT) agent.
- Live Operations Support – Provide ongoing support to the live operations for up to 30 days.
- Periodic Maintenance Inspection and Lubrication Chart – Review BHS Contractor provided Maintenance Inspection and Lubrication Chart for accuracy and completeness.
- O&M Manual – Draft for Owner Review – Review and comment on BHS Contractor provided O&M Manual.
- O&M Manual Revisions (For an Existing BHS) - Review and comment on BHS Contractor provided O&M Manual revisions for legacy system.
- O&M Manual – Final - Review and comment on BHS Contractor provided O&M Manual.
- Certificate of Installation Compliance – Review and verify BHS Designer Certificate of Installation Compliance.
- As-Built Drawings – Review and verify completeness of BHS Contractor provided As-Built Drawings.
- BHS Record Drawings - Provide BHS Record Drawings.
- List of Lubricants – Review and comment on BHS Contractor List of Lubricants for completeness and compliance.
- Noise test results – Review and comment on BHS Contractor Noise test results and note areas where improvement activities may be required.
- Computer/Software/Hardware Inventory – Review BHS

Contractor list of Computer/Software/Hardware Inventory for accuracy.

- Operational Run-in and Closeout Data Documentation – Review and verify accuracy of Operational Run-in and Closeout Data Documentation.
- Run-In Reports – Provide final Run-In Reports.
- Motor Manifest – Provide modified and updated motor manifest. VFD Settings – Provide a list of all New and Revised VFD settings.
- Substantial Completion Forms – Provide Substantial Completion Certification. Final Completion Forms – Provide Final Completion Certification.
- Warranties - Review BHS warranties provided by the BHS Contractor.
- PLC Code, fully commented – Verify BHS Contractor code is updated and transmitted to owner
- SSI training for accessing reports – Verify BHS Contractor training plan and training activities relating to BHS reports and SSI requirements
- BHS Training - Participate in the BHS Contractor-provided Operational, Maintenance, and TSA Training sessions
- Submit all close out documentation – Verify that BHS Contractor transmits all close out documents to owner

19. Consultant shall support the review of construction claims submitted by the CM-GC and make recommendations to the Owner concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
20. Substantial and final completion site observations, including review of and addition to the CM-GC's punch list.
21. Perform the Following Final Project Close-Out Services:
 - a. Perform site observations of the final completed work deemed by the CM-GC as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
 - b. Review O & M Manuals.
 - c. Assist LCPA in providing record documentation and clarifications to the Operational Readiness and Transition Training (ORATT) agent.
 - d. Review and provide written comments to Contractor's BIM Record

Model for completeness compared to the Construction Documents. Contractor as-built BIM model will be produced at a minimum Level of Detail (LOD) 400. Consultant will compare Contractors as-built with the Consultants as-designed and note any divergences.

- e. Review product warranties provided to Consultant by the CM-GC.
- f. Perform review and report of completed phases of construction prior to end of CM-GC's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.
- g. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI and CM-GC, that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT is required.
- h. Any project closeout certification for Lee County permits.
- i. Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM-GC, in accordance with the Contract Documents and respond to CEI and CM-GC and Port Authority with written comments.
- j. Conversion of the CMGC's BIM Model and CMGC's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPACAD standards.

2.0 Concourse E

- 1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
- 2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM-GC, and CEI to answer questions in writing as necessary and offer project design information.
- 3. Identify a contact person who shall be available to the CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM-GC. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.
- 4. Manage & update the Design BIM model and construction drawings with addendum and other changes to the bidding documents and submit to CM-GC at Project commencement for their use to generate a

Construction and Facilities Management Construction model and Record Documents for LCPA.

5. Review and follow the CM-GC's Safety Plan for all site visits. Review Construction Management Plan and Safety Plan Compliance Documents.
6. Attend pre-construction meeting with LCPA/CM-GC prior to the start of construction.
7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM-GC submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM-GC will establish a mutually agreed upon deadline for complex RFI's.
8. Review of submittals, including one resubmittal of each submittal, submitted via CM-GC's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM-GC's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.
9. Review of non-LCPA directed contract amendments prepared by CM-GC within 5 working days. Consultant shall recommend necessary or desirable changes to the Owner, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the Owner, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly job site LCPA Team Meetings chaired by CM-GC, either in-person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.
11. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds thirty-six (36) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.

12. Review of Contractor's BIM as-built record model for each discipline every month with a half-day on-line workshop. Delegated design elements are excluded.
13. Review written reports prepared by the CEI on completed mockups identified in Specifications within 7 working days.
14. Provide after-hours initial response to urgent field questions.
15. Review and provide additional comments based on CEI and CM-GC's daily report of progress.
16. Perform on-site construction observation visits by engineering disciplines as determined by progress of work, and issue field reports within 3 working days of visit.
17. Assist CM-GC in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
18. Consultant shall support the review of construction claims submitted by the CM-GC and make recommendations to the Owner concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
19. Substantial and final completion site observations, including review of and addition to the CM-GC's punch list.
20. Perform the Following Final Project Close-Out Services:
 - a. Perform site observations of the final completed work deemed by the CM-GC as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
 - b. Review O & M Manuals.
 - c. Assist LCPA in providing record documentation and clarifications to the Operational Readiness and Transition Training (ORATT) agent.
 - d. Review and provide written comments to Contractor's BIM Record Model for completeness compared to the Construction Documents. Contractor as-built BIM model will be produced at a minimum Level of Detail (LOD) 400. Consultant will compare

Contractors as-built with the Consultants as-designed and note any divergences.

- e. Review product warranties provided to Consultant by the CM-GC.
- f. Perform review and report of completed phases of construction prior to end of CM-GC's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.
- g. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI and CM-GC, that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT is required.
- h. Any project closeout certification for Lee County permits.
- i. Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM-GC, in accordance with the Contract Documents and respond to CEI and CM-GC and Port Authority with written comments.
- j. Conversion of the CMGC's BIM Model and CMGC's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPACAD standards.

3.0 Chiller Plant Expansion

- 1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
- 2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM-GC, and CEI to answer questions in writing as necessary and offer project design information.
- 3. Identify a contact person who shall be available to the CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM-GC. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.
- 4. Manage & update the Design BIM model and construction drawings with addendum and other changes to the bidding documents and submit to CM-GC at Project commencement for their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.

5. Review and follow the CM-GC's Safety Plan for all site visits. Review Construction Management Plan and Safety Plan Compliance Documents.
6. Attend pre-construction meeting with LCPA/CM-GC prior to the start of construction.
7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM-GC submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM-GC will establish a mutually agreed upon deadline for complex RFI's.
8. Review of submittals, including one resubmittal of each submittal, submitted via CM-GC's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM-GC's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.
9. Review of non-LCPA directed contract amendments prepared by CM-GC within 5 working days. Consultant shall recommend necessary or desirable changes to the Owner, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the Owner, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly job site LCPA Team Meetings chaired by CM-GC, either in-person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.
11. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds thirty-six (36) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.
12. Review of Contractor's BIM as-built record model for each discipline every month with a half-day on-line workshop. Delegated design elements are excluded.

13. Review written reports prepared by the CEI on completed mockups identified in Specifications within 7 working days.
14. Provide after-hours initial response to urgent field questions.
15. Review and provide additional comments based on CEI and CM-GC's daily report of progress.
16. Perform on-site construction observation visits by engineering disciplines as determined by progress of work, and issue field reports within 3 working days of visit.
17. Assist CM-GC in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
18. Consultant shall support the review of construction claims submitted by the CM-GC and make recommendations to the Owner concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
19. Substantial and final completion site observations, including review of and addition to the CM-GC's punch list.
20. Perform the Following Final Project Close-Out Services:
 - a. Perform site observations of the final completed work deemed by the CM-GC as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
 - b. Review O & M Manuals.
 - c. Assist LCPA in providing record documentation and clarifications to the Operational Readiness and Transition Training (ORATT) agent.
 - d. Review and provide written comments to Contractor's BIM Record Model for completeness compared to the Construction Documents. Contractor as-built BIM model will be produced at a minimum Level of Detail (LOD) 400. Consultant will compare Contractor's as-built with the Consultant's as-designed and note any divergences.
 - e. Review product warranties provided to Consultant by the CM-GC.
 - f. Perform review and report of completed phases of construction

prior to end of CM-GC's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.

- g. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI and CM-GC, that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT is required.
- h. Any project closeout certification for Lee County permits.
- i. Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM-GC, in accordance with the Contract Documents and respond to CEI and CM-GC and Port Authority with written comments.
- j. Conversion of the CMGC's BIM Model and CMGC's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPACAD standards.

4.0 Airside Improvements Site Preparation Package

- 1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
- 2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM-GC, and CEI to answer questions in writing as necessary and offer project design information.
- 3. Identify a contact person who shall be available to the CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM-GC. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.
- 4. Update the design models with addendum and other changes to the bidding documents and submit to CM-GC at Project commencement for their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.
- 5. Review and follow the CM-GC's Safety Plan for all site visits.
- 6. Attend pre-construction meetings with LCPA/CM-GC at the start of the six (6) non-concurrent construction phases.

7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM-GC submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM-GC will establish a mutually agreed upon deadline for complex RFI's.
8. The Consultant shall be responsible for the review of construction shop drawing submittals. Shop drawing reviews shall be performed in accordance with the Shop Drawing Review Procedure. See Chapter 152, FDOT Design Manual.

Review of submittals, including one resubmittal of each submittal, submitted via CM-GC's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM-GC's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.

9. Review of non-LCPA directed contract amendments prepared by CM-GC within 5 working days. Consultant shall recommend necessary or desirable changes to the LCPA, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the LCPA, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly internal design team CA call and/or attend weekly job site LCPA Team Meetings chaired by CM-GC, either in-person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.
11. Attend Airfield Phasing Meetings with the CM-GC and LCPA Operations in-person to resolve outstanding issues or modify items based on LCPA Operations direction.
12. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds thirty-six (36) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.

13. From time to time during construction, the Consultant may be requested by the CM-GC and LCPA to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
14. Review of Contractor's CAD as-built record model for each discipline every month with a half-day on-line workshop. Delegated design elements are excluded.
15. Provide after-hours initial response to urgent field questions.
16. Review and provide additional comments based on CEI and CM-GC's daily report of progress.
17. Review Contractor's phasing submittals and provide associated aircraft simulation analysis as necessary.
18. Assist CM-GC in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
19. Consultant shall support the review of construction claims submitted by the CM-GC and make recommendations to the LCPA concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
20. Substantial and final completion site observations at the end of the six (6) major phases of construction, including review of and addition to the CM-GC's punch list.
21. Perform the Following Final Project Close-Out Services:
 - a. Perform site observations of the final completed work deemed by the CM-GC as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
 - b. Review O & M Manuals.
 - c. Review and provide written comments to Contractor's Record Models for completeness compared to the Construction Documents. Consultant will compare Contractors as-built with the Consultants as-designed and note any divergences.
 - d. Review product warranties provided to Consultant by the CM-GC.

- e. Perform review and report of completed phases of construction prior to end of CM-GC's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.
- f. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI, CM-GC, and Threshold Inspector that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT.
- g. Any project closeout certification for Lee County permits.
- h. Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM-GC, in accordance with the Contract Documents and respond to CEI and CM-GC and Port Authority with written comments.
- i. Conversion of the CM-GC's Models and CM-GC's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPA CAD standards.

Detailed Description of Specific Basic Services

The extent and limitations of the duties, responsibilities and authority of the CONSULTANT as assigned in the Specifications shall not be modified except as CONSULTANT may otherwise agree in writing.

CONSULTANT shall review and answer with necessary technical interpretations and clarifications of the Contract Documents and in connection therewith assist LCPA in the preparation of work directive changes and contract amendments as required.

CONSULTANT shall have authority, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required bylaws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

CONSULTANT shall act as initial interpreter of the technical requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims between LCPA and CM-GC relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall advise and assist LCPA in settling disputes between LCPA and the CM-GC. Such advice and assistance shall not include preparation for or testimony during any litigation which might arise following such dispute or preparation for or participation during mediation, if required. Such preparation for or testimony during litigation or mediation, should it be

necessary, shall be considered outside the scope of this contract.

CONSULTANT shall review Quality Assurance test results, Contract Amendments, and Field Directives as requested by LCPA. CONSULTANT will review a maximum of one (1) additional round of QA testing results conducted as a result of failed initial tests.

Review of Submittals

CONSULTANT shall perform submittal reviews in an expeditious manner consistent with good engineering practices. CONSULTANT shall provide approved design professional knowledgeable of the project, in the specified disciplines, for the appropriate review of submittals. This effort shall not include requests for clarification of CONSULTANT's design, for which the CONSULTANT is responsible to provide under CONSULTANT's design contract.

- A. Initial Submittals:** The CONSULTANT shall review and approve, or disapprove submittals listed in the project's specifications. The CONSULTANT shall review only complete submittals for specific portions of the work as defined in Division 1. The CONSULTANT shall completely review such submittals prior to returning it, in lieu of piecemeal or partial reviews. The CONSULTANT shall immediately advise CEI of the receipt of any incomplete shop drawing submittals as defined in Division 1, of any submittals which reflect an incomplete component, or of any submittals which, upon a cursory review, indicate that a resubmittal will be required. CONSULTANT's review process for each initial submittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return mailing to the CEI. The review time for submittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and CEI. CEI will provide CONSULTANT with access to a ProCore based software system and provide management and administration of each submittal. CONSULTANT shall mark up the submittal reflecting results of the review. The markup shall be via clouded remarks, or other acceptable means which will easily reproduce, and which can be easily identified as a comment or remark on the submittal. CONSULTANT shall input a written record of each submittal on the CEI software system upon completion of the review of the submittal.
- B. Resubmittals:** CONSULTANT shall review up to one resubmittal for each of the submittals in the specifications listed above. Further resubmittals will be performed as an additional service. CONSULTANT shall provide a written record of each additional resubmittal to LCPA upon completion of the review of the resubmittal. The record shall indicate the submittals titles and identification numbers, the number of drawings reviewed with dates of review, the dates of receipt and return of the original submittal and subsequent resubmittals, the labor and costs expended on the latest resubmittal and the specification reference originally requiring the resubmittal. CONSULTANT's review process for each resubmittal, except for those marked "Deviation", shall not exceed 10

working days from the date of receipt by the CONSULTANT until the date of return. The review time for resubmittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and the CEI.

- C. Records Keeping:** CEI/CM-GC shall maintain an accurate filing system to readily make available the status of all submittals received for review. CONSULTANT shall be permitted to retain electronic copies of the review submittals.
- D. Transmittal Sequences:** Except for samples, submittals will be sent only by the CM-GC to the CONSULTANT through the software system.
- E. Design Changes Resulting from Review of Submittals:** Submittal review comment by CONSULTANT, which constitutes a change to the construction contract, will require the CONSULTANT to prepare a change at no additional cost to the LCPA. CONSULTANT shall prepare all necessary specifications, drawings and associated cost estimate(s) associated with these changes and forward to CM-GC within 15 working days after the completion of the submittal review which necessitated the change.

Meeting by the CONSULTANT's Engineer

CONSULTANT's engineer shall attend regularly scheduled meetings (no more than weekly) during the construction phase of the project, or as requested by the LCPA and/or the Contractor. If additional site meetings beyond what is proposed are required, they will be deemed justification for a request for additional service. Each engineering discipline shall be represented at these meetings either in person or via teleconference. While construction of the engineering discipline's work is in progress, each engineering discipline's engineer shall attend in person no less than once per month. These meetings are to review construction in progress and may include assisting the CEI in Quality Assurance and/or Quality Control for construction verification reviews and coordination of findings with LCPA for resolution. Prior to the completion of the review meeting CONSULTANT will brief appropriate LCPA personnel on significant findings. A written report of the CONSULTANT's findings shall be provided to the LCPA's Project Manager within one week of completion of the meeting.

VII. Contract Completion: All work and services to be performed under this Task Order will be completed within 90 days after the date of Substantial Completion of the Total Work.

VIII. Deliverables:

I.1.0 Terminal Expansion

1. Responses to NNCs issued by CEI.
2. Updated CAD/BIM Model based on Addendum and other changes to Bid Documents.
3. Review of Construction Management Plan and Safety Plan Compliance Documents.
4. RFI's Responses
5. Submittal Reviews
6. Review of CM-GC Contract Amendments
7. Documents related to BHS Installation as described in BHS Scope of Services
8. Site Observation Reports
9. Review of Contractor's Monthly BIM Model
10. Written Report on Completed Mockups
11. Review of Reports prepared by CEI/CM-GC
12. Engineers On-site Observation Field Reports
13. Updated Construction Documents as needed for Contract Amendments
14. Review of Construction Claims submitted by CM-GC
15. Substantial and Final Completion Punch Lists
16. Autocad/Revit As-built Drawings
17. Final Project Closeout Documentation

I.2.0 Concourse E

1. Responses to NNCs issued by CEI
2. Updated CAD/BIM Model based on Addendum and other changes to Bid Documents
3. Review of Construction Management Plan and Safety Plan Compliance Documents
4. RFI's Responses
5. Submittal Reviews
6. Review of CM-GC Contract Amendments
7. Site Observation Reports
8. Review of Contractor's Monthly BIM Model
9. Written Report on Completed Mockups
10. Review of Reports prepared by CEI/CM-GC
11. Engineers On-site Observation Field Reports
12. Updated Construction Documents as needed for Contract Amendments
13. Review of Construction Claims submitted by CM-GC
14. Substantial and Final Completion Punch Lists
15. Autocad/Revit As-built Drawings
16. Final Project Closeout Documentation

I.3.0 Chiller Plant Expansion

1. Responses to NNCs issued by CEI
2. Updated CAD/BIM Model based on Addendum and other changes to Bid

- Documents
- 3. Review of Construction Management Plan and Safety Plan Compliance Documents
- 4. RFI's Responses
- 5. Submittal Reviews
- 6. Review of CM-GC Contract Amendments
- 7. Site Observation Reports
- 8. Review of Contractor's Monthly BIM Model
- 9. Written Report on Completed Mockups
- 10. Review of Reports prepared by CEI/CM-GC
- 11. Engineers On-site Observation Field Reports
- 12. Updated Construction Documents as needed for Contract Amendments
- 13. Review of Construction Claims submitted by CM-GC
- 14. Substantial and Final Completion Punch Lists
- 15. Autocad/Revit As-built Drawings
- 16. Final Project Closeout Documentation

I.4.0 Airside Improvements Site Preparation Package

- 1. Updated Models based on Addendum and other changes to Bid Documents
- 2. RFI/RFM Responses
- 3. Shop Drawing Construction Submittal Reviews
- 4. Review of CM-GC Contract Amendments
- 5. Review of Written Reports prepared by CEI
- 6. Review of CM-GC Daily Reports
- 7. On-site Observation Field Reports
- 8. Updated Construction Documents as needed for Contract Amendments
- 9. Review of Construction Claims submitted by CM-GC
- 10. Review of Construction Management Plan and Safety Plan Compliance Documents
- 11. Substantial and Final Completion Punch Lists
- 12. AutoCAD As-built Drawings
- 13. FDOT Completion Certifications
- 14. Final Project Closeout Documentation

IX. Additional services

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services due to the fault of the CONSULTANT, any Additional Services provided in accordance with this Section shall entitle the CONSULTANT the additional compensation and an appropriate adjustment in the CONSULTANT's schedule.

Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify LCPA with reasonable promptness and explain the facts circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT received LCPA's written authorization:

1. Services necessitated by a change in scope such as a change in the Initial Information, previous instructions or recommendations given by the CEI, CM-GC, or LCPA, approvals given by LCPA, or a material change in the Project including, but not limited to, size, quality, complexity, LCPA's schedule or budget for Cost of the Work or bid packages;
2. Changing or editing previously prepared Construction Documents necessitated by the enactment of revision of codes, laws or regulations, or official interpretations;
3. Services necessitated by decisions of LCPA, CEI, or CM-GC not rendered in a timely manner or any other failure of performance on the part of LCPA or LCPA's consultants or contractors;
4. Preparation of design and documentation for an alternate bid or proposal requests proposed by LCPA, CEI, or CM-GC;
5. Preparation for, and attendance at a dispute resolution processing or legal proceedings, except where the CONSULTANT is part thereto;
6. Consultations concerning replacement of Work resulting from fire or other cause during construction;
7. Services necessitated by replacement of the CM-GC as constructor project delivery method to a different CM-GC, or to an alternative project delivery method;
8. Engineering services required solely due to the CM-GC's means and methods of construction, such as temporary shoring, HVAC, electrical, security, communications, and fire protection.
9. Design changes due to incorrect information on LCPA provided record drawings of inaccessible conditions.
10. Intermediate witnessing of inspections and testing of architectural, structural, mechanical, electrical, security, and communication systems beyond those scheduled concurrently with regular site observations.
11. Reviewing a CEI or CM-GC's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CEI or CM-GC from a careful study and comparison of the Contract Documents, field conditions, other LCPA-provided information, CM-GC prepared coordination drawings, or prior Project correspondence or documentation;
12. Preparing Contract Amendments, and Construction Change Directives documentation except for Notices of Variation (NOVs) to the construction documents agreed by LCPA within the original scope of the project as designed.
13. Evaluating substitution of major systems proposed by LCPA or CM-GC unless proposed substitutions are made in accordance with the contract document provisions and represent components/systems that meet the original design intent and technical requirements of the construction documents.

X. Schedule

Fee is based on an overall construction duration including close-out, of thirty-nine (39) total months.

XI. Fees

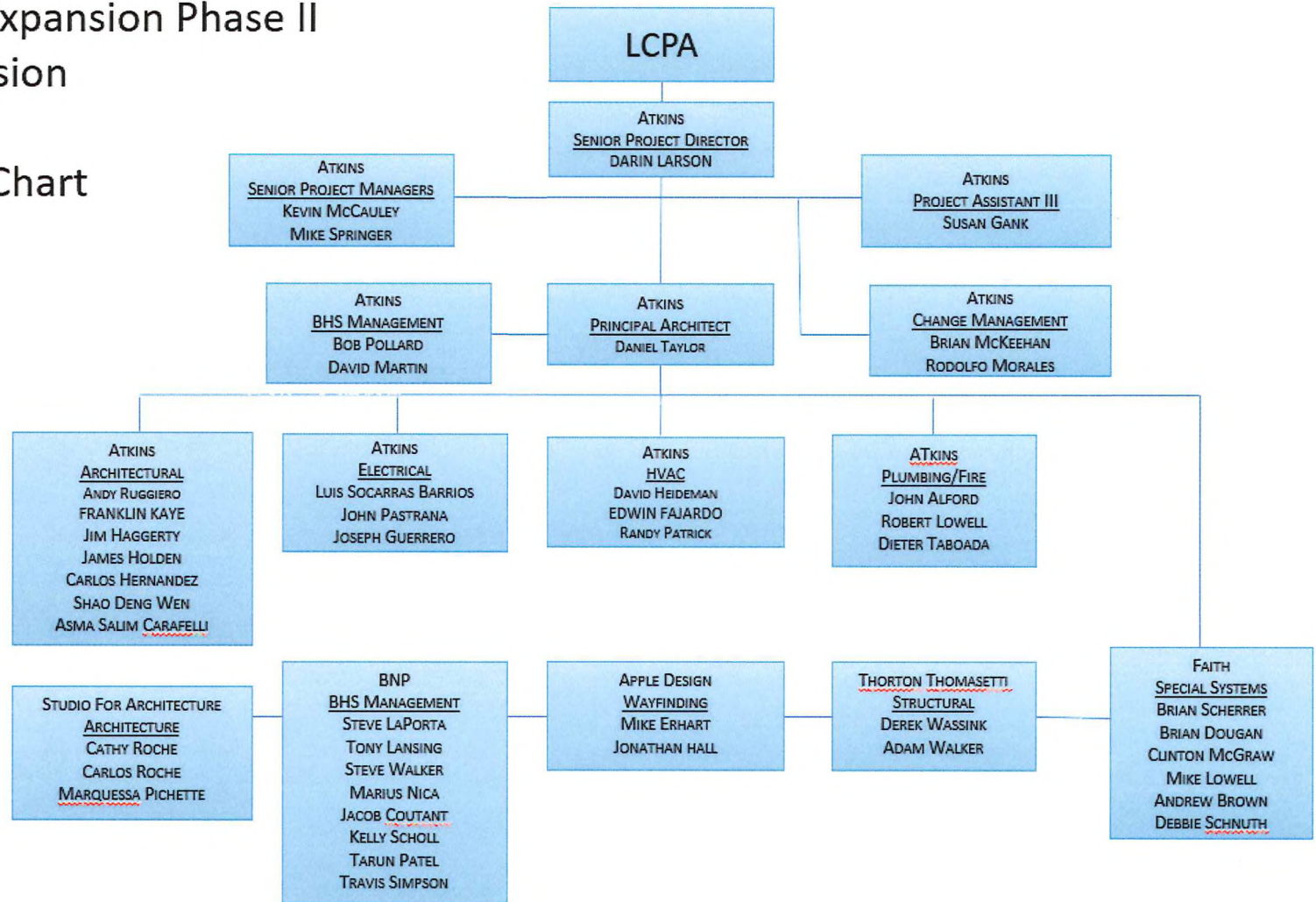
The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

I.1.0 Terminal Expansion	\$14,287,421.85
I.2.0 Concourse E	\$5,221,699.30
I.3.0 Chiller Plant Expansion	\$500,300.55
I.4.0 Airside Improvements Site Preparation Package	\$3,015,312.80

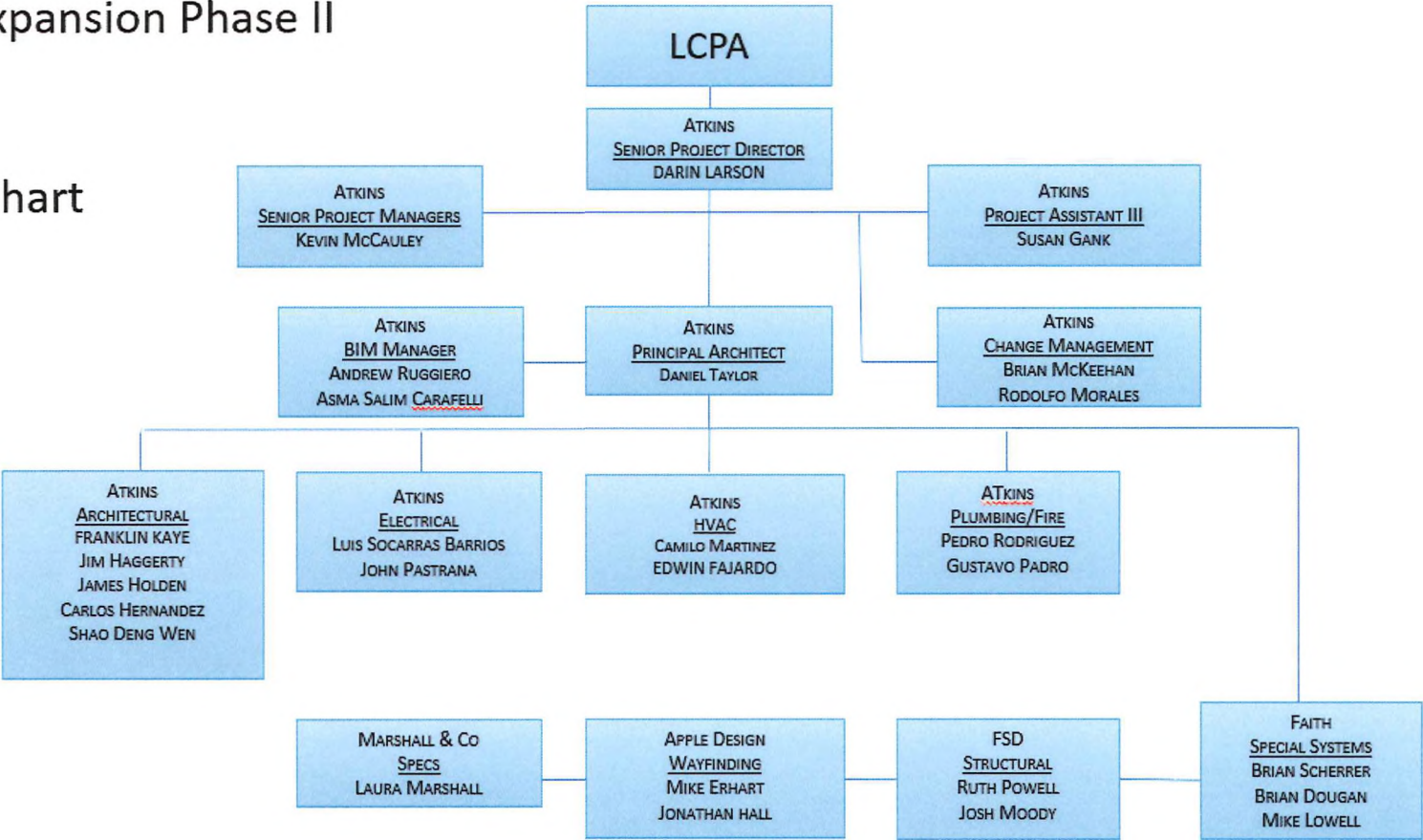
Total Lump Sum Fees	\$23,024,734.50
----------------------------	------------------------

TASK TOTAL SUM	\$23,024,734.50
-----------------------	------------------------

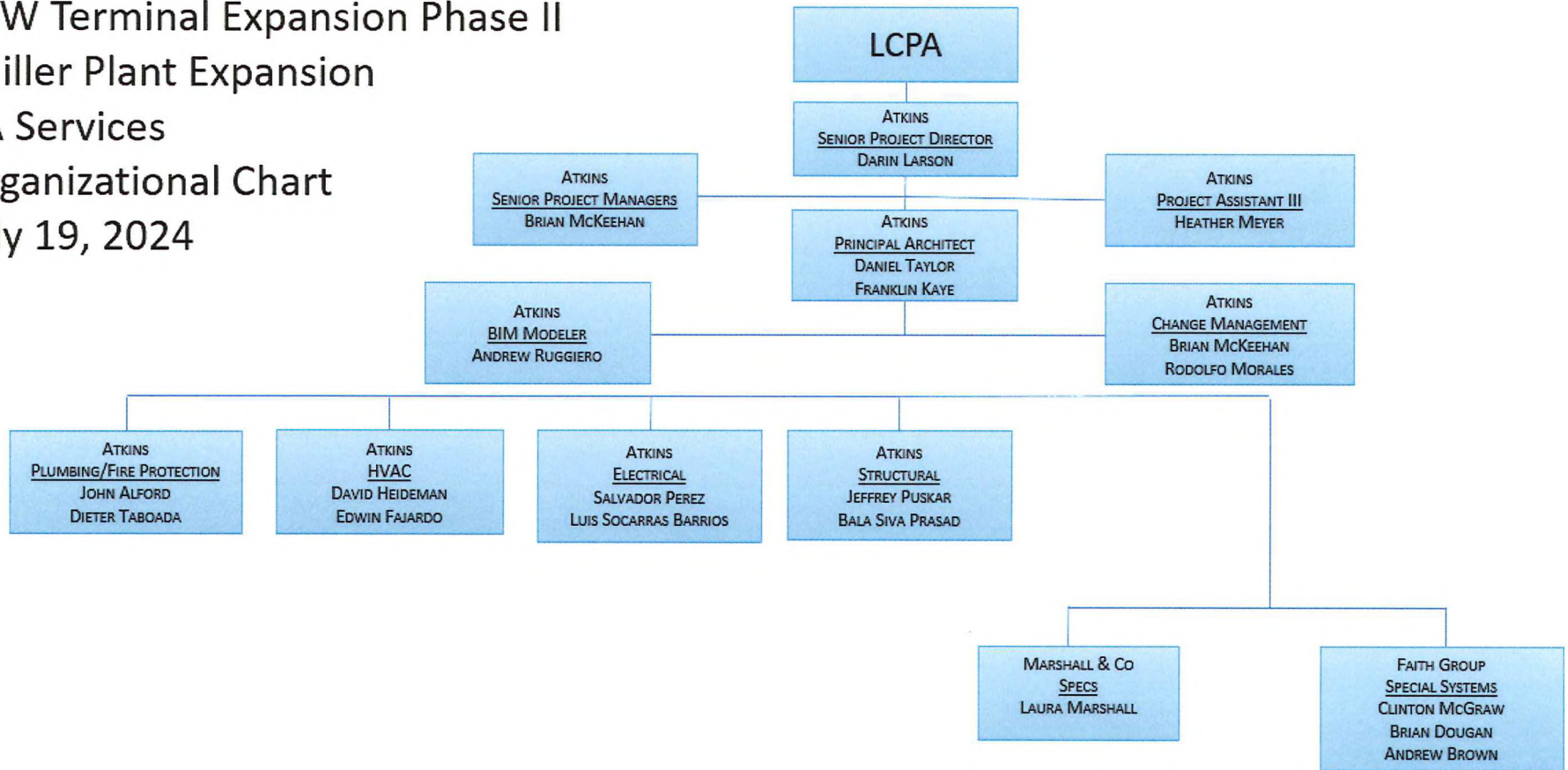
RSW Terminal Expansion Phase II
Terminal Expansion
CA Services
Organizational Chart
July 15, 2024



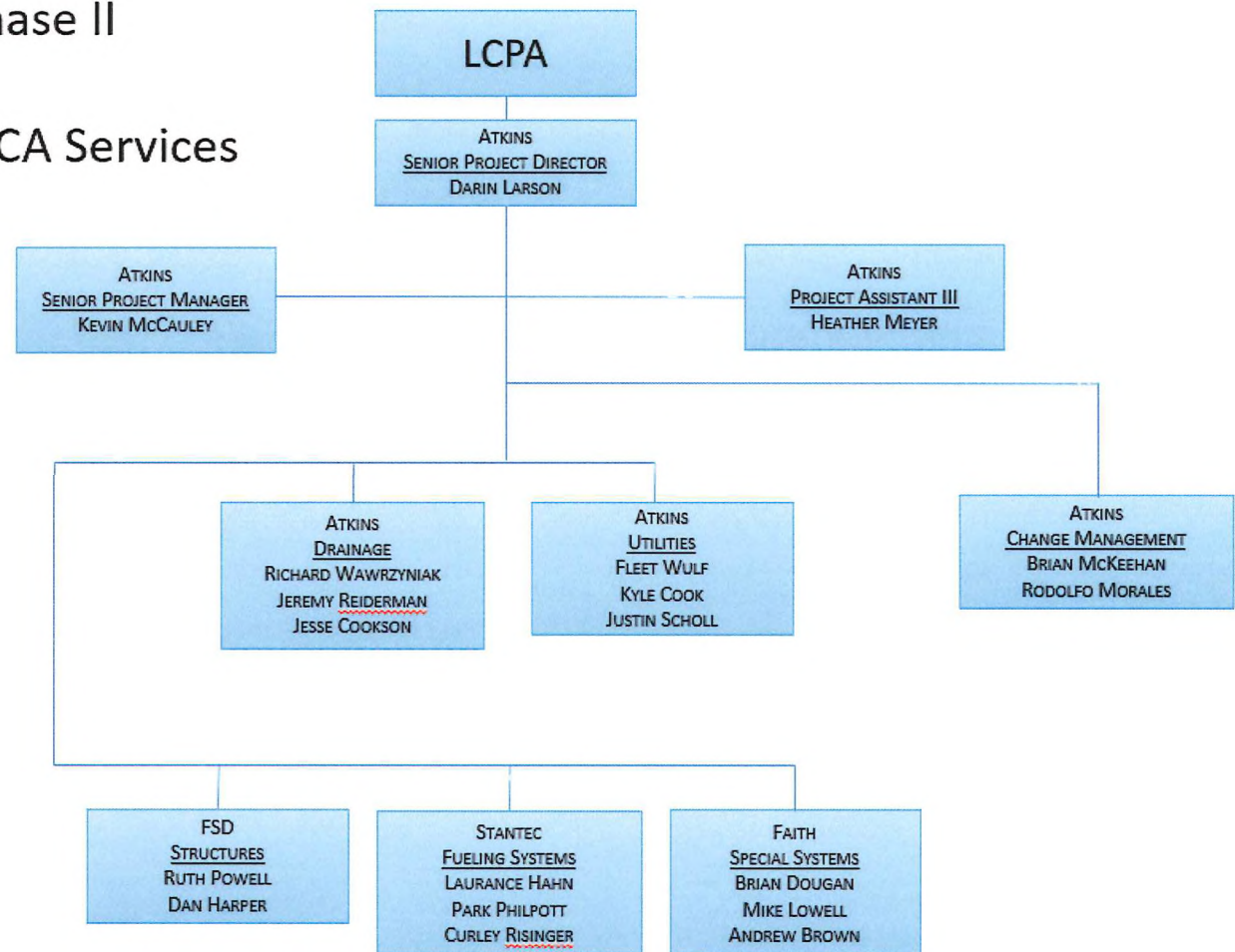
RSW Terminal Expansion Phase II
Concourse E
CA Services
Organizational Chart
July 5, 2024



RSW Terminal Expansion Phase II
 Chiller Plant Expansion
 CA Services
 Organizational Chart
 July 19, 2024



RSW Terminal Expansion Phase II
 Airside Improvements
 Site Preparation & Utilities CA Services
 Organizational Chart
 June 11, 2024



Task 80.2 – RSW Terminal Expansion Phase 2
Airside Improvements Paving Construction Administration Services

I. Objective

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis (CONSULTANT) to provide Construction Administration Services for the Airside Improvements Paving (PROJECT) associated with the Terminal Expansion Phase II Project at the Southwest Florida International Airport (RSW).

II. Description

Under Task Authorization 58, the CONSULTANT provided professional engineering services relative to the design, construction documents, bidding, and permitting for the Airside Improvements (PROJECT) as part of the Terminal Expansion Phase II Project. This task order provides Construction Administration (CA) and close-out services for the Airside Improvements with an estimated construction time of thirty-six (36) months with a closeout period of three (3) months, for a total of thirty-nine (39) months. These services are in conjunction with the agent construction management services to be performed by Suffolk Construction (CM AGENT) based upon their assumed responsibilities defined in their contract with LCPA.

The CONSULTANT, acting as the Construction Administrator (CA), shall perform the following tasks for work that they are responsible for designing.

In general, these tasks shall include, but are not limited to, review of shop drawings, field observations as needed, response preparation to Requests for Information (RFIs) and/or Requests for Modification (RFM) as needed, and other administrative services as described under Basic Services.

III. Basic Services

1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM AGENT, and CEI to answer questions in writing as necessary and offer project design information.
3. Identify a contact person who shall be available to the CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM AGENT. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.

4. Update the design models with addendum and other changes to the bidding documents and submit to CM AGENT at Project commencement for their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.
5. Review and follow the CM AGENT's Safety Plan for all site visits.
6. Attend pre-construction meetings with LCPA/CM AGENT at the start of the six (6) non-concurrent construction phases.
7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM AGENT submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM AGENT will establish a mutually agreed upon deadline for complex RFI's.
8. The Consultant shall be responsible for the review of construction shop drawing submittals. Shop drawing reviews shall be performed in accordance with the Shop Drawing Review Procedure. See Chapter 152, FDOT Design Manual.

Review of submittals, including one resubmittal of each submittal, submitted via CM AGENT's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM AGENT's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.

9. Review of non-LCPA directed contract amendments prepared by CM AGENT within 5 working days. Consultant shall recommend necessary or desirable changes to the LCPA, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the LCPA, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly internal design team CA call and/or attend weekly job site LCPA Team Meetings chaired by CM AGENT, either in-person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.

11. Attend Airfield Phasing Meetings with the CM AGENT and LCPA Operations in-person to resolve outstanding issues or modify items based on LCPA Operations direction.
12. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds thirty-six (36) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.
13. From time to time during construction, the Consultant may be requested by the CM AGENT and LCPA to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
14. Review of Contractor's CAD as-built record model for each discipline every month with a half-day on-line workshop. Delegated design elements are excluded.
15. Provide after-hours initial response to urgent field questions.
16. Review and provide additional comments based on CM AGENT's daily report of progress.
17. Review Contractor's phasing submittals and provide associated aircraft simulation analysis as necessary.
18. Assist CM AGENT in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
19. Consultant shall support the review of construction claims submitted by the CM AGENT and make recommendations to the LCPA concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
20. Substantial and final completion site observations at the end of the six (6) major phases of construction, including review of and addition to the CM AGENT's punch list.
21. Perform the Following Final Project Close-Out Services:
 - a. Perform site observations of the final completed work deemed by the CM AGENT as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is

complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.

- b. Review O & M Manuals.
- c. Review and provide written comments to Contractor's Record Models for completeness compared to the Construction Documents. Consultant will compare Contractors as-built with the Consultants as-designed and note any divergences.
- d. Review product warranties provided to Consultant by the CM AGENT.
- e. Perform review and report of completed phases of construction prior to end of CM AGENT's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.
- f. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI, CM AGENT, and Threshold Inspector that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT is required.
- g. Any project closeout certification for Lee County permits.
- h. Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM AGENT, in accordance with the Contract Documents and respond to CEI and CM AGENT and Port Authority with written comments.
- i. Conversion of the CM AGENT's Models and CM AGENT's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPA CAD standards.

Detailed Description of Specific Services

The extent and limitations of the duties, responsibilities and authority of the CONSULTANT as assigned in the Specifications shall not be modified except as CONSULTANT may otherwise agree in writing.

CONSULTANT shall review and answer with necessary technical interpretations and clarifications of the Contract Documents and in connection therewith assist LCPA in the preparation of work directive changes and contract amendments as required.

CONSULTANT shall have authority, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required bylaws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and

the results certified indicate compliance with, the Contract Documents).

CONSULTANT shall act as initial interpreter of the technical requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims between LCPA and CM AGENT relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall advise and assist the LCPA in settling disputes between the LCPA and the CM AGENT. Such advice and assistance shall not include preparation for or testimony during any litigation which might arise following such dispute or preparation for or participation during mediation, if required. Such preparation for, testimony during litigation, or mediation, should it be necessary, shall be considered outside the scope of this contract.

CONSULTANT shall review Quality Assurance test results, Contract Amendments, and Field Directives as requested by LCPA. CONSULTANT will review a maximum of one (1) additional round of QA testing results conducted as a result of failed initial tests.

Review of Submittals

CONSULTANT shall perform submittal reviews in an expeditious manner consistent with good engineering practices. CONSULTANT shall provide approved design professional knowledgeable of the project, in the specified disciplines, for the appropriate review of submittals. This effort shall not include requests for clarification of CONSULTANT's design, for which the CONSULTANT is responsible to provide under CONSULTANT's design contract.

- A. Initial Submittals:** The CONSULTANT shall review and approve, or disapprove submittals listed in the project's specifications. The CONSULTANT shall review only complete submittals for specific portions of the work as defined in Division 1. The CONSULTANT shall completely review such submittals prior to returning it, in lieu of piecemeal or partial reviews. The CONSULTANT shall immediately advise the CM AGENT of the receipt of any incomplete shop drawing submittals as defined in Division 1, of any submittals which reflect an incomplete component, or of any submittals which, upon a cursory review, indicate that a resubmittal will be required. CONSULTANT's review process for each initial submittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return mailing to the CM AGENT. The review time for submittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and CM AGENT. CM AGENT will provide CONSULTANT with access to a Pro-Core based software system and provide management and administration of each submittal. CONSULTANT shall mark up the submittal reflecting results of the review. The markup shall be via clouded remarks, or other acceptable means which will easily reproduce, and which can be easily identified as a comment or remark on the submittal. CONSULTANT shall input a written record of each submittal on the CM AGENT software system upon completion of the review of the submittal.

- B. Resubmittals:** CONSULTANT shall review up to one resubmittal for each of the submittals in the specifications listed above. Further resubmittals will be performed as an additional service. CONSULTANT shall provide a written record of each additional resubmittal to LCPA upon completion of the review of the resubmittal. The record shall indicate the submittals titles and identification numbers, the number of drawings reviewed with dates of review, the dates of receipt and return of the original submittal and subsequent resubmittals, the labor and costs expended on the latest resubmittal and the specification reference originally requiring the resubmittal. CONSULTANT's review process for each resubmittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return. The review time for resubmittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and the CM AGENT.
- C. Records Keeping:** CM AGENT shall maintain an accurate filing system to readily make available the status of all submittals received for review. CONSULTANT shall be permitted to retain electronic copies of the review submittals.
- D. Transmittal Sequences:** Except for samples, submittals will be sent only by the CM AGENT to the CONSULTANT through the software system.
- E. Design Changes Resulting from Review of Submittals:** Submittal review comment by CONSULTANT, which constitutes a change to the construction contract, will require the CONSULTANT to prepare a change at no additional cost to the LCPA. CONSULTANT shall prepare all necessary specifications, drawings and associated cost estimate(s) associated with these changes and forward to CM AGENT within 15 working days after the completion of the submittal review which necessitated the change.

IV. Meeting by the CONSULTANT's Engineer. CONSULTANT's engineer shall attend regularly scheduled meetings (no more than weekly) during the construction phase of the project, or as requested by the LCPA and/or the CM AGENT. If additional site meetings beyond what is proposed are required, they will be deemed justification for a request for additional service. Each engineering discipline shall be represented at these meetings either in person or via teleconference. While construction of the engineering discipline's work is in progress, each engineering discipline's engineer shall attend in person no less than once per month. These meetings are to review construction in progress and may include assisting the CEI in Quality Assurance and/or Quality Control for construction verification reviews and coordination of findings with LCPA for resolution. Prior to the completion of the review meeting CONSULTANT will brief appropriate LCPA personnel on significant findings. A written report of the CONSULTANT's findings shall be provided to the LCPA's Project Manager within one week of completion of the meeting.

VII. Stormwater As-built Certification. CONSULTANT's civil designer shall conduct certifications related to the stormwater permits during the construction phase of the project to ensure the parameters of the stormwater as-built certifications are met. The CONSULTANT civil designer shall sign, seal, and apply for the stormwater as-built certification as required to fulfill all remaining rules and regulations set forth by the Florida Department of Environmental Protection and Southwest Florida Water Management District.

VIII. Contract Completion: All work and services to be performed under this Task Order will be completed within 90 days after the date of Substantial Completion of the Total Work.

IX. Deliverables:

1. Updated Models based on Addendum and other changes to Bid Documents
2. RFI/RFM Responses
3. Shop Drawing Construction Submittal Reviews
4. Review of CM AGENT Contract Amendments
5. Review of Written Reports prepared by CEI
6. Review of CM AGENT Daily Reports
7. On-site Observation Field Reports
8. Updated Construction Documents as needed for Contract Amendments
9. Review of Construction Claims submitted by CM AGENT
10. Review of Construction Management Plan and Safety Plan Compliance Documents
11. Substantial and Final Completion Punch Lists
12. AutoCAD As-built Drawings
13. FDOT Completion Certifications
14. Final Project Closeout Documentation

X. Additional services

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services due to the fault of the CONSULTANT, any Additional Services provided in accordance with this Section shall entitle the CONSULTANT the additional compensation and an appropriate adjustment in the CONSULTANT's schedule.

Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify LCPA with reasonable promptness and explain the facts circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT received LCPA's written authorization:

1. Services necessitated by a change in scope such as a change in the Initial Information, previous instructions or recommendations given by the CEI, CM

- AGENT, or LCPA, approvals given by LCPA, or a material change in the Project including, but not limited to, size, quality, complexity, LCPA's schedule or budget for Cost of the Work or bid packages;
2. Changing or editing previously prepared Construction Documents necessitated by the enactment of revision of codes, laws or regulations, or official interpretations;
 3. Services necessitated by decisions of LCPA, CEI, or CM AGENT not rendered in a timely manner or any other failure of performance on the part of LCPA or LCPA's consultants or contractors;
 4. Preparation of design and documentation for an alternate bid or proposal requests proposed by LCPA, CEI, or CM AGENT;
 5. Preparation for, and attendance at a dispute resolution processing or legal proceedings, except where the CONSULTANT is part thereto;
 6. Consultations concerning replacement of Work resulting from fire or other cause during construction;
 7. Services necessitated by replacement of the CM AGENT as constructor project delivery method to a different CM AGENT, or to an alternative project delivery method;
 8. Engineering services required solely due to the CM AGENT's means and methods of construction, such as temporary shoring, HVAC, electrical, security, communications, and fire protection.
 9. Design changes due to incorrect information on LCPA provided record drawings of inaccessible conditions.
 10. Intermediate witnessing of inspections and testing of architectural, structural, mechanical, electrical, security, and communication systems beyond those scheduled concurrently with regular site observations.
 11. Reviewing a CEI or CM AGENT's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CEI or CM AGENT from a careful study and comparison of the Contract Documents, field conditions, other LCPA-provided information, CM AGENT prepared coordination drawings, or prior Project correspondence or documentation.
 12. Preparing Contract Amendments, and Construction Change Directives documentation except for Notices of Variation (NOVs) to the construction documents agreed by LCPA within the original scope of the project as designed.
 13. Evaluating substitution of major systems proposed by LCPA or CM AGENT unless proposed substitutions are made in accordance with the contract document provisions and represent components/systems that meet the original design intent and technical requirements of the construction documents.

XI. Schedule

Fee is based on thirty-six (36) months of construction, and three (3) months for project closeout, for an overall duration of thirty-nine (39) total months.

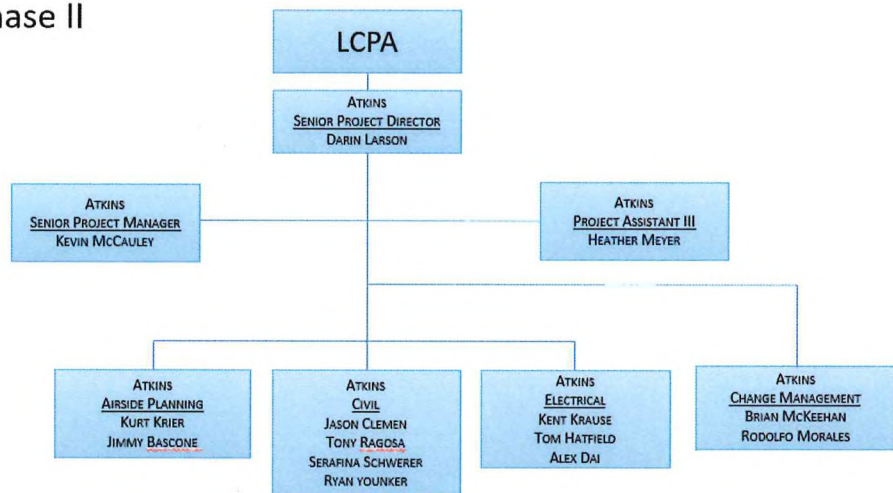
XII. Fees

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Total Lump Sum for Basic Services	\$2,145,879.00
--	-----------------------

TASK TOTAL SUM	\$2,145,879.00
-----------------------	-----------------------

RSW Terminal Expansion Phase II
Airside Improvements
Paving CA Services
Organizational Chart
June 11, 2024



Task 80.3 – RSW Terminal Expansion Phase 2
Concourse E Passenger Boarding Bridges Construction Administration Services

I. Objective

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis (CONSULTANT) to provide Construction Administration Services for the Concourse E Passenger Boarding Bridges (PBBs) (PROJECT) associated with the Terminal Expansion Phase II Project at the Southwest Florida International Airport (RSW).

II. Description

Under Task Authorization 58, the CONSULTANT provided professional engineering services relative to the design, construction documents, bidding, and permitting for the Concourse E Passenger Boarding Bridges (PROJECT) as part of the Terminal Expansion Phase II Project. This task order provides Construction Administration (CA) and close-out services for the Concourse E Passenger Boarding Bridges with an estimated construction time of twenty-nine (29) months with a closeout period of two (2) months, for a total of thirty-one (31) months. These services are in conjunction with the agent construction management services to be performed by Suffolk Construction (CM AGENT) based upon their assumed responsibilities defined in their contract with LCPA.

The CONSULTANT, acting as the Construction Administrator (CA), shall perform the following tasks for work that they are responsible for designing.

In general, these tasks shall include, but are not limited to, review of shop drawings, field observations as needed, response preparation to Requests for Information (RFIs) and/or Requests for Modification (RFM) as needed, and other administrative services as described under Basic Services.

III. Basic Services

1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM AGENT, and CEI to answer questions in writing as necessary and offer project design information.
3. Identify a contact person who shall be available to the CM AGENT/CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM AGENT. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers,

shall be provided.

4. Update the design models with addendum and other changes to the bidding documents and submit to CM AGENT at Project commencement for their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.
5. Review and follow the CM AGENT's Safety Plan for all site visits.
6. Attend pre-construction meeting with LCPA/CM AGENT at the start of the boarding bridge installation.
7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM AGENT submitted via Procore software within 3 working days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. The date the RFI is sent to the Consultant shall not be considered as a working day. Some RFI's may be more complex in nature and require more time. In this instance the CM AGENT will establish a mutually agreed upon deadline for complex RFI's.
8. The Consultant shall be responsible for the review of construction shop drawing submittals. Shop drawing reviews shall be performed in accordance with the Shop Drawing Review Procedure.

Review of submittals, including one resubmittal of each submittal, submitted via CM AGENT's Procore software, and returned within 10 working days. The date the submittal is sent to the Consultant shall not be considered as a working day. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM AGENT's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.

9. Review of non-LCPA directed contract amendments prepared by CM AGENT within 5 working days. Consultant shall recommend necessary or desirable changes to the LCPA, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the LCPA, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly job site LCPA Team Meetings chaired by CM AGENT, either in-person or on telephone for each discipline at disciplines'

determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.

11. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated construction duration.
12. From time to time during construction, the Consultant may be requested by the CM AGENT and LCPA to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
13. Provide after-hours initial response to urgent field questions.
14. Review and provide additional comments based on CM AGENT's daily report of progress.
15. Perform on-site construction observation visits by engineering disciplines as determined by progress of work, and issue field reports within 5 working days of visit.
16. Assist CM AGENT in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
17. Consultant shall support the review of construction claims submitted by the CM AGENT and make recommendations to the LCPA concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
18. Review Construction Management Plan and Safety Plan Compliance Documents.
19. Perform the Following Final Project Close-Out Services:
 - a. Perform site observations of the final completed work deemed by the CM AGENT as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
 - b. Review and provide written comments to Contractor's Record Models for completeness compared to the Construction Documents. Consultant will compare Contractors as-built with the Consultants as-designed and note any divergences.

- c. Perform review and report of completed phases of construction prior to end of CM AGENT's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.
- d. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI, CM AGENT, and Threshold Inspector's that the project is constructed in conformance with the plans and specifications.
- e. Provide project closeout certification for Lee County permits.
- f. Review final set of maintenance and operating instructions, schedules, guarantees/warranties, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM AGENT, in accordance with the Contract Documents and respond to CEI and CM AGENT and Port Authority with written comments.
- g. Conversion of the CM AGENT's Models and CM AGENT's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPA CAD standards.

Detailed Description of Specific Services

The extent and limitations of the duties, responsibilities and authority of the CONSULTANT as assigned in the Specifications shall not be modified except as CONSULTANT may otherwise agree in writing.

CONSULTANT shall review and answer with necessary technical interpretations and clarifications of the Contract Documents and in connection therewith assist LCPA in the preparation of work directive changes and contract amendments as required.

CONSULTANT shall have authority, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required bylaws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

CONSULTANT shall act as initial interpreter of the technical requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims between LCPA and CM AGENT relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall advise and assist the LCPA in settling disputes between the LCPA and the CM AGENT. Such advice and assistance shall not include preparation for or testimony during any litigation which might arise following such dispute or preparation for or participation during mediation, if required. Such preparation for, testimony during litigation, or

mediation, should it be necessary, shall be considered outside the scope of this contract.

CONSULTANT shall review Quality Assurance test results, Contract Amendments, and Field Directives as requested by LCPA. CONSULTANT will review a maximum of one (1) additional round of QA testing results conducted as a result of failed initial tests.

Review of Submittals

CONSULTANT shall perform submittal reviews in an expeditious manner consistent with good engineering practices. CONSULTANT shall provide approved design professional knowledgeable of the project, in the specified disciplines, for the appropriate review of submittals. This effort shall not include requests for clarification of CONSULTANT's design, for which the CONSULTANT is responsible to provide under CONSULTANT's design contract.

- A. Initial Submittals:** The CONSULTANT shall review and approve, or disapprove submittals listed in the project's specifications. The CONSULTANT shall review only complete submittals for specific portions of the work as defined in Division 1. The CONSULTANT shall completely review such submittals prior to returning it, in lieu of piecemeal or partial reviews. The CONSULTANT shall immediately advise the CM AGENT of the receipt of any incomplete shop drawing submittals as defined in Division 1, of any submittals which reflect an incomplete component, or of any submittals which, upon a cursory review, indicate that a resubmittal will be required. CONSULTANT's review process for each initial submittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return mailing to the CM AGENT. The review time for submittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and CM AGENT. CM AGENT will provide CONSULTANT with access to a Pro-Core based software system and provide management and administration of each submittal. CONSULTANT shall mark up the submittal reflecting results of the review. The markup shall be via clouded remarks, or other acceptable means which will easily reproduce, and which can be easily identified as a comment or remark on the submittal. CONSULTANT shall input a written record of each submittal on the CM AGENT software system upon completion of the review of the submittal.
- B. Resubmittals:** CONSULTANT shall review up to one resubmittal for each of the submittals in the specifications listed above. Further resubmittals will be performed as an additional service. CONSULTANT shall provide a written record of each additional resubmittal to LCPA upon completion of the review of the resubmittal. The record shall indicate the submittals titles and identification numbers, the number of drawings reviewed with dates of review, the dates of receipt and return of the original submittal and subsequent resubmittals, the labor and costs expended on the latest resubmittal and the specification reference originally requiring the resubmittal. CONSULTANT's review process for each resubmittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return. The review time for resubmittals marked "Deviation" shall be as mutually

agreed between the CONSULTANT and the CM AGENT.

- C. Records Keeping:** CM AGENT shall maintain an accurate filing system to readily make available the status of all submittals received for review. CONSULTANT shall be permitted to retain electronic copies of the review submittals.
- D. Transmittal Sequences:** Except for samples, submittals will be sent only by the CM AGENT to the CONSULTANT through the software system.
- E. Design Changes Resulting from Review of Submittals:** Submittal review comment by CONSULTANT, which constitutes a change to the construction contract, will require the CONSULTANT to prepare a change at no additional cost to the LCPA. CONSULTANT shall prepare all necessary specifications, drawings and associated cost estimate(s) associated with these changes and forward to CM AGENT within 15 working days after the completion of the submittal review which necessitated the change.

IV. Meeting by the CONSULTANT's Engineer. CONSULTANT's engineer shall attend regularly scheduled meetings (no more than weekly) during the construction phase of the project, or as requested by the LCPA and/or the CM AGENT. If additional site meetings beyond what is proposed are required, they will be deemed justification for a request for additional service. Each engineering discipline shall be represented at these meetings either in person or via teleconference. While construction of the engineering discipline's work is in progress, each engineering discipline's engineer shall attend in person no less than once per month. These meetings are to review construction in progress and may include assisting the CEI in Quality Assurance and/or Quality Control for construction verification reviews and coordination of findings with LCPA for resolution. Prior to the completion of the review meeting CONSULTANT will brief appropriate LCPA personnel on significant findings. A written report of the CONSULTANT's findings shall be provided to the LCPA's Project Manager within one week of completion of the meeting.

V. Contract Completion: All work and services to be performed under this Task Order will be completed within 90 days after the date of Substantial Completion of the Total Work.

VI. Deliverables:

1. Updated Models based on Addendum and other changes to Bid Documents
2. RFI/RFM Responses
3. Shop Drawing Construction Submittal Reviews
4. Review of CM AGENT Contract Amendments
5. Review of Written Reports prepared by CEI

6. Review of CM AGENT Daily Reports
7. On-site Observation Field Reports
8. Updated Construction Documents as needed for Contract Amendments
9. Review of Construction Claims submitted by CM AGENT
10. Review of Construction Management Plan and Safety Plan Compliance Documents
11. Substantial and Final Completion Punch Lists
12. AutoCAD/Revit As-built Drawings
13. Final Project Closeout Documentation

VII. Additional services

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services due to the fault of the CONSULTANT, any Additional Services provided in accordance with this Section shall entitle the CONSULTANT the additional compensation and an appropriate adjustment in the CONSULTANT's schedule.

Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify LCPA with reasonable promptness and explain the facts circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT received LCPA's written authorization:

1. Services necessitated by a change in scope such as a change in the Initial Information, previous instructions or recommendations given by the CEI, CM AGENT, or LCPA, approvals given by LCPA, or a material change in the Project including, but not limited to, size, quality, complexity, LCPA's schedule or budget for Cost of the Work or bid packages;
2. Changing or editing previously prepared Construction Documents necessitated by the enactment of revision of codes, laws or regulations, or official interpretations;
3. Services necessitated by decisions of LCPA, CEI, or CM AGENT not rendered in a timely manner or any other failure of performance on the part of LCPA or LCPA's consultants or contractors;
4. Preparation of design and documentation for an alternate bid or proposal requests proposed by LCPA, CEI, or CM AGENT;
5. Preparation for, and attendance at a dispute resolution processing or legal proceedings, except where the CONSULTANT is part thereto;
6. Consultations concerning replacement of Work resulting from fire or other cause during construction;
7. Services necessitated by replacement of the CM AGENT as constructor project delivery method to a different CM AGENT, or to an alternative project delivery method;
8. Engineering services required solely due to the CM AGENT's means and methods of construction, such as temporary shoring, HVAC, electrical, security, communications, and fire protection.

9. Design changes due to incorrect information on LCPA provided record drawings of inaccessible conditions.
10. Intermediate witnessing of inspections and testing of architectural, structural, mechanical, electrical, security, and communication systems beyond those scheduled concurrently with regular site observations.
11. Reviewing a CEI or CM AGENT's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CEI or CM AGENT from a careful study and comparison of the Contract Documents, field conditions, other LCPA-provided information, CM AGENT prepared coordination drawings, or prior Project correspondence or documentation.
12. Preparing Contract Amendments, and Construction Change Directives documentation except for Notices of Variation (NOVs) to the construction documents agreed by LCPA within the original scope of the project as designed.
13. Evaluating substitution of major systems proposed by LCPA or CM AGENT unless proposed substitutions are made in accordance with the contract document provisions and represent components/systems that meet the original design intent and technical requirements of the construction documents.

VIII. Schedule

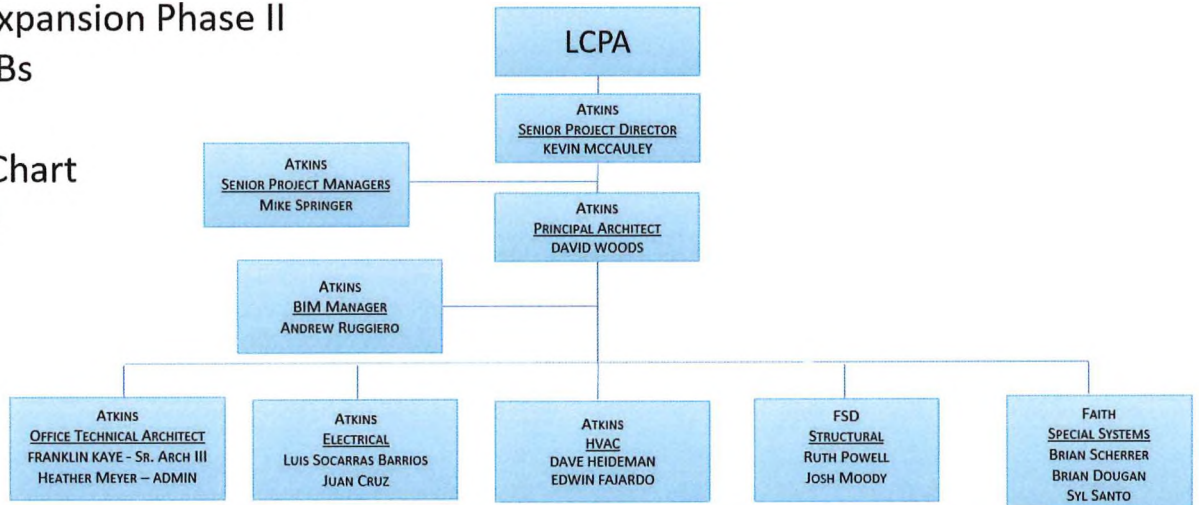
Fee is based on thirty-six (36) months of construction, and three (3) months for project closeout, for an overall duration of thirty-nine (39) total months.

IX. Fees

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Total Lump Sum for Basic Services	\$394,417.75
TASK TOTAL SUM	\$394,417.75

RSW Terminal Expansion Phase II
Concourse E PBBs
CA Services
Organizational Chart
March 28, 2024



Task 80.4 – RSW Terminal Expansion Phase 2
Terminal Roadway Modifications Construction Administration Services

I. Objective

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis (CONSULTANT) to provide Construction Administration Services for the Terminal Roadway Modifications (PROJECT) associated with the Terminal Expansion Phase II Project at the Southwest Florida International Airport (RSW).

II. Description

Under Task Authorization 58, the CONSULTANT provided professional engineering services relative to the design, construction documents, bidding, and permitting for the Terminal Roadway Modifications (PROJECT) as part of the Terminal Expansion Phase II Project. This task order provides Construction Administration (CA) and close-out services for the Terminal Roadway Modifications with an estimated construction time of thirty-six (36) months with a closeout period of three (3) months, for a total of thirty-nine (39) months. These services are in conjunction with the agent construction management services to be performed by Suffolk Construction (CM AGENT) based upon their assumed responsibilities defined in their contract with LCPA.

The CONSULTANT, acting as the Construction Administrator (CA), shall perform the following tasks for work that they are responsible for designing.

In general, these tasks shall include, but are not limited to, review of shop drawings, field observations, response preparation to Requests for Information (RFIs) and/or Requests for Modification (RFM) as needed, and other administrative services as described under Basic Services.

III. Basic Services

1. Provide general administrative project management functions required for the assignment, including but not limited to invoicing, design team document control, etc.
2. Provide a Project Manager responsible for, and knowledgeable of, the design to attend Quality Control (QC), Notice of Non-Compliance (NNC), and other meetings with the LCPA, CM AGENT, and CEI to answer questions in writing as necessary and offer project design information.
3. Identify a contact person who shall be available to the CM-GC/CEI 24 hours a day, 7 days a week by telephone. All telephone numbers (during business hours and after hours) shall be provided to the CM AGENT. If the contact person will be unavailable for an extended period of time (vacation, etc.), an alternate contact person, with phone numbers, shall be provided.

4. Update the design models with addendum and other changes to the bidding documents and submit to CM AGENT at Project commencement for their use to generate a Construction and Facilities Management Construction model and Record Documents for LCPA.
5. Review and follow the CM AGENT's Safety Plan for all site visits.
6. Attend pre-construction meetings with LCPA/CM AGENT at the start of the three (3) non-concurrent construction phases.
7. Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the CM AGENT submitted via Procore software within 3 days of receipt. Consultant will make best effort to submit final documentation related to RFI's within 5 working days. Some RFI's may be more complex in nature and require more time. In this instance the CM AGENT will establish a mutually agreed upon deadline for complex RFI's.
8. The Consultant shall be responsible for the review of construction shop drawing submittals. Shop drawing reviews shall be performed in accordance with the Shop Drawing Review Procedure. See Chapter 152, FDOT Design Manual.

Review of submittals, including one resubmittal of each submittal, submitted via CM AGENT's Procore software, and returned within 10 working days. It is understood by their nature; some Submittals typically take longer than 10 days to review. Submittals which require time periods greater than 10 working days to review should be identified at project commencement and reflected in the CM AGENT's Submittal Schedule. Consultant assumes they will be working inside the Pro-Core software and will not require a parallel Submittal Management system.

9. Review of non-LCPA directed contract amendments prepared by CM AGENT within 5 working days. Consultant shall recommend necessary or desirable changes to the LCPA, review requests for changes, review contract amendment costs for conformance to industry standards, identify impacts to project budget and schedule, submit recommendations concerning costs and necessary time extensions to the LCPA, assist in the preparation of contract amendments, and assist in supporting the negotiation of contract amendments.
10. Attend weekly job site LCPA Team Meetings chaired by CM AGENT, either in-person or on telephone for each discipline at disciplines' determination to resolve outstanding issues and observe the construction progress and general character and quality of the work.

11. Attend Maintenance of Traffic (MOT) Coordination Meetings with the CM AGENT and LCPA Operations in-person to resolve outstanding issues or modify MOT based on LCPA Operations direction.
12. In addition to weekly job site meetings, Consultant will perform regular site observations, including witnessing and testing observations concurrently when possible, for the anticipated overall construction contract duration. If the construction time exceeds thirty-six (36) months, or if the LCPA desires, additional site observations can be provided as additional services to the contract.
13. From time to time during construction, the Consultant may be requested by the CM AGENT and LCPA to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
14. Review of Contractor's CAD as-built record model for each discipline every month with a half-day on-line workshop. Delegated design elements are excluded.
15. Provide after-hours initial response to urgent field questions.
16. Review and provide additional comments based on CM AGENT's daily report of progress.
17. Perform on-site construction observation visits by engineering disciplines as determined by progress of work, and issue field reports within 3 working days of visit.
18. Assist CM AGENT in preparing updated construction documents as needed for contract amendments documentation. Documents shall be submitted in PDF format.
19. Consultant shall support the review of construction claims submitted by the CM AGENT and make recommendations to the LCPA concerning settlement or appropriate action. Further claims analysis services including preparation for, and attendance at a formal dispute resolution process or legal proceedings, except where the CONSULTANT is part thereto is an additional service as noted below.
20. Review Construction Management Plan and Safety Plan Compliance Documents.
21. Substantial and final completion site observations at the end of the three (3) major phases of construction, including review of and addition to the CM AGENT's punch list.

22. Perform the Following Final Project Close-Out Services:

- a. Perform site observations of the final completed work deemed by the CM AGENT as substantially complete, review and add to punch-lists. CEI will notify the Consultant when the punch list work is complete by the contractor. Consultant will provide one on-site review of each designated area of contractor's punch list and design teams punch list for completion.
- b. Review O & M Manuals.
- c. Review and provide written comments to Contractor's Record Models for completeness compared to the Construction Documents. Consultant will compare Contractors as-built with the Consultants as-designed and note any divergences.
- d. Review product warranties provided to Consultant by the CM AGENT.
- e. Perform review and report of completed phases of construction prior to end of CM AGENT's 1-year Period of Correction for the phases of construction that the 1-year period falls within the 36-month duration of construction phase services.
- f. Provide final certification that the project was constructed in conformance with the intent of the contract documents and any project grant conditions. Such final certification shall be based on the supporting documentation and certification by the CEI, CM AGENT, and Threshold Inspector's that the project is constructed in conformance with the plans and specifications. The final certifications/site observation reports shall include the Final Project Certification for FDOT is required.
- g. Any project closeout certification for Lee County permits.
- h. Review final set of maintenance and operating instructions, schedules, guarantees, bonds and certifications of inspection, tests and approvals, which are to be assembled by the CEI and CM AGENT, in accordance with the Contract Documents and respond to CEI and CM AGENT and Port Authority with written comments.
- i. Conversion of the CM AGENT's Models and CM AGENT's As-builts into Final Set of Record Drawings and AutoCAD files conforming to LCPA CAD standards.

Detailed Description of Specific Services

The extent and limitations of the duties, responsibilities and authority of the CONSULTANT as assigned in the Specifications shall not be modified except as CONSULTANT may otherwise agree in writing.

CONSULTANT shall review and answer with necessary technical interpretations and clarifications of the Contract Documents and in connection therewith assist LCPA in the preparation of work directive changes and contract amendments as required.

CONSULTANT shall have authority, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required bylaws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

CONSULTANT shall act as initial interpreter of the technical requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims between LCPA and CM AGENT relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall advise and assist the LCPA in settling disputes between the LCPA and the CM AGENT. Such advice and assistance shall not include preparation for or testimony during any litigation which might arise following such dispute or preparation for or participation during mediation, if required. Such preparation for, testimony during litigation, or mediation, should it be necessary, shall be considered outside the scope of this contract.

CONSULTANT shall review Quality Assurance test results, Contract Amendments, and Field Directives as requested by LCPA. CONSULTANT will review a maximum of one (1) additional round of QA testing results conducted as a result of failed initial tests.

Review of Submittals

CONSULTANT shall perform submittal reviews in an expeditious manner consistent with good engineering practices. CONSULTANT shall provide approved design professional knowledgeable of the project, in the specified disciplines, for the appropriate review of submittals. This effort shall not include requests for clarification of CONSULTANT's design, for which the CONSULTANT is responsible to provide under CONSULTANT's design contract.

- A. Initial Submittals:** The CONSULTANT shall review and approve, or disapprove submittals listed in the project's specifications. The CONSULTANT shall review only complete submittals for specific portions of the work as defined in Division 1. The CONSULTANT shall completely review such submittals prior to returning it, in lieu of piecemeal or partial reviews. The CONSULTANT shall immediately advise the CM AGENT of the receipt of any incomplete shop drawing submittals as defined in Division 1, of any submittals which reflect an incomplete component, or of any submittals which, upon a cursory review, indicate that a resubmittal will be required. CONSULTANT's review process for each initial submittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return mailing to the CM AGENT. The review time for submittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and CM AGENT. CM AGENT will provide CONSULTANT with access to a Pro-Core based software system and provide management and administration of each submittal. CONSULTANT shall mark up the submittal reflecting results of the review. The markup shall be via clouded remarks, or other acceptable means which will easily reproduce, and which can be easily identified as a comment or remark on the submittal.

CONSULTANT shall input a written record of each submittal on the CM AGENT software system upon completion of the review of the submittal.

- B. Resubmittals:** CONSULTANT shall review up to one resubmittal for each of the submittals in the specifications listed above. Further resubmittals will be performed as an additional service. CONSULTANT shall provide a written record of each additional resubmittal to LCPA upon completion of the review of the resubmittal. The record shall indicate the submittals titles and identification numbers, the number of drawings reviewed with dates of review, the dates of receipt and return of the original submittal and subsequent resubmittals, the labor and costs expended on the latest resubmittal and the specification reference originally requiring the resubmittal. CONSULTANT's review process for each resubmittal, except for those marked "Deviation", shall not exceed 10 working days from the date of receipt by the CONSULTANT until the date of return. The review time for resubmittals marked "Deviation" shall be as mutually agreed between the CONSULTANT and the CM AGENT.
- C. Records Keeping:** CM AGENT shall maintain an accurate filing system to readily make available the status of all submittals received for review. CONSULTANT shall be permitted to retain electronic copies of the review submittals.
- D. Transmittal Sequences:** Except for samples, submittals will be sent only by the CM AGENT to the CONSULTANT through the software system.
- E. Design Changes Resulting from Review of Submittals:** Submittal review comment by CONSULTANT, which constitutes a change to the construction contract, will require the CONSULTANT to prepare a change at no additional cost to the LCPA. CONSULTANT shall prepare all necessary specifications, drawings and associated cost estimate(s) associated with these changes and forward to CM AGENT within 15 working days after the completion of the submittal review which necessitated the change.

IV. Meeting by the CONSULTANT's Engineer. CONSULTANT's engineer shall attend regularly scheduled meetings (no more than weekly) during the construction phase of the project, or as requested by the LCPA and/or the CM AGENT. If additional site meetings beyond what is proposed are required, they will be deemed justification for a request for additional service. Each engineering discipline shall be represented at these meetings either in person or via teleconference. While construction of the engineering discipline's work is in progress, each engineering discipline's engineer shall attend in person no less than once per month. These meetings are to review construction in progress and may include assisting the CEI in Quality Assurance and/or Quality Control for construction verification reviews and coordination of findings with LCPA for resolution. Prior to the completion of the review meeting CONSULTANT will brief appropriate LCPA personnel on significant findings. A written report of the CONSULTANT's findings shall be provided to the LCPA's Project Manager within one week of completion of the meeting.

VII. Stormwater As-built Certification. CONSULTANT's civil designer shall conduct certifications related to the stormwater permits during the construction phase of the project to ensure the parameters of the stormwater as-built certifications are met. The CONSULTANT civil designer shall sign, seal, and apply for the stormwater as-built certification as required to fulfill all remaining rules and regulations set forth by the Florida Department of Environmental Protection and Southwest Florida Water Management District.

VIII. Contract Completion: All work and services to be performed under this Task Order will be completed within 90 days after the date of Substantial Completion of the Total Work.

IX. Deliverables:

1. Updated Models based on Addendum and other changes to Bid Documents
2. RFI/RFM Responses
3. Shop Drawing Construction Submittal Reviews
4. Review of CM AGENT Contract Amendments
5. Review of Written Reports prepared by CEI
6. Review of CM AGENT Daily Reports
7. On-site Observation Field Reports
8. Updated Construction Documents as needed for Contract Amendments
9. Review of Construction Claims submitted by CM AGENT
10. Review of Construction Management Plan and Safety Plan Compliance Documents
11. Substantial and Final Completion Punch Lists
12. AutoCAD As-built Drawings
13. FDOT Completion Certifications
14. Final Project Closeout Documentation

X. Additional services

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services due to the fault of the CONSULTANT, any Additional Services provided in accordance with this Section shall entitle the CONSULTANT the additional compensation and an appropriate adjustment in the CONSULTANT's schedule.

Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify LCPA with reasonable promptness and explain the facts circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT received LCPA's written authorization:

1. Services necessitated by a change in scope such as a change in the Initial Information, previous instructions or recommendations given by the CEI, CM

- AGENT, or LCPA, approvals given by LCPA, or a material change in the Project including, but not limited to, size, quality, complexity, LCPA's schedule or budget for Cost of the Work or bid packages;
2. Changing or editing previously prepared Construction Documents necessitated by the enactment of revision of codes, laws or regulations, or official interpretations;
 3. Services necessitated by decisions of LCPA, CEI, or CM AGENT not rendered in a timely manner or any other failure of performance on the part of LCPA or LCPA's consultants or contractors;
 4. Preparation of design and documentation for an alternate bid or proposal requests proposed by LCPA, CEI, or CM AGENT;
 5. Preparation for, and attendance at a dispute resolution processing or legal proceedings, except where the CONSULTANT is part thereto;
 6. Consultations concerning replacement of Work resulting from fire or other cause during construction;
 7. Services necessitated by replacement of the CM AGENT as constructor project delivery method to a different CM AGENT, or to an alternative project delivery method;
 8. Engineering services required solely due to the CM AGENT's means and methods of construction, such as temporary shoring, HVAC, electrical, security, communications, and fire protection.
 9. Design changes due to incorrect information on LCPA provided record drawings of inaccessible conditions.
 10. Intermediate witnessing of inspections and testing of architectural, structural, mechanical, electrical, security, and communication systems beyond those scheduled concurrently with regular site observations.
 11. Reviewing a CEI or CM AGENT's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CEI or CM AGENT from a careful study and comparison of the Contract Documents, field conditions, other LCPA-provided information, CM AGENT prepared coordination drawings, or prior Project correspondence or documentation.
 12. Preparing Contract Amendments, and Construction Change Directives documentation except for Notices of Variation (NOVs) to the construction documents agreed by LCPA within the original scope of the project as designed.
 13. Evaluating substitution of major systems proposed by LCPA or CM AGENT unless proposed substitutions are made in accordance with the contract document provisions and represent components/systems that meet the original design intent and technical requirements of the construction documents.

XI. Schedule

Fee is based on thirty-six (36) months of construction, and three (3) months for project closeout, for an overall duration of thirty-nine (39) total months.

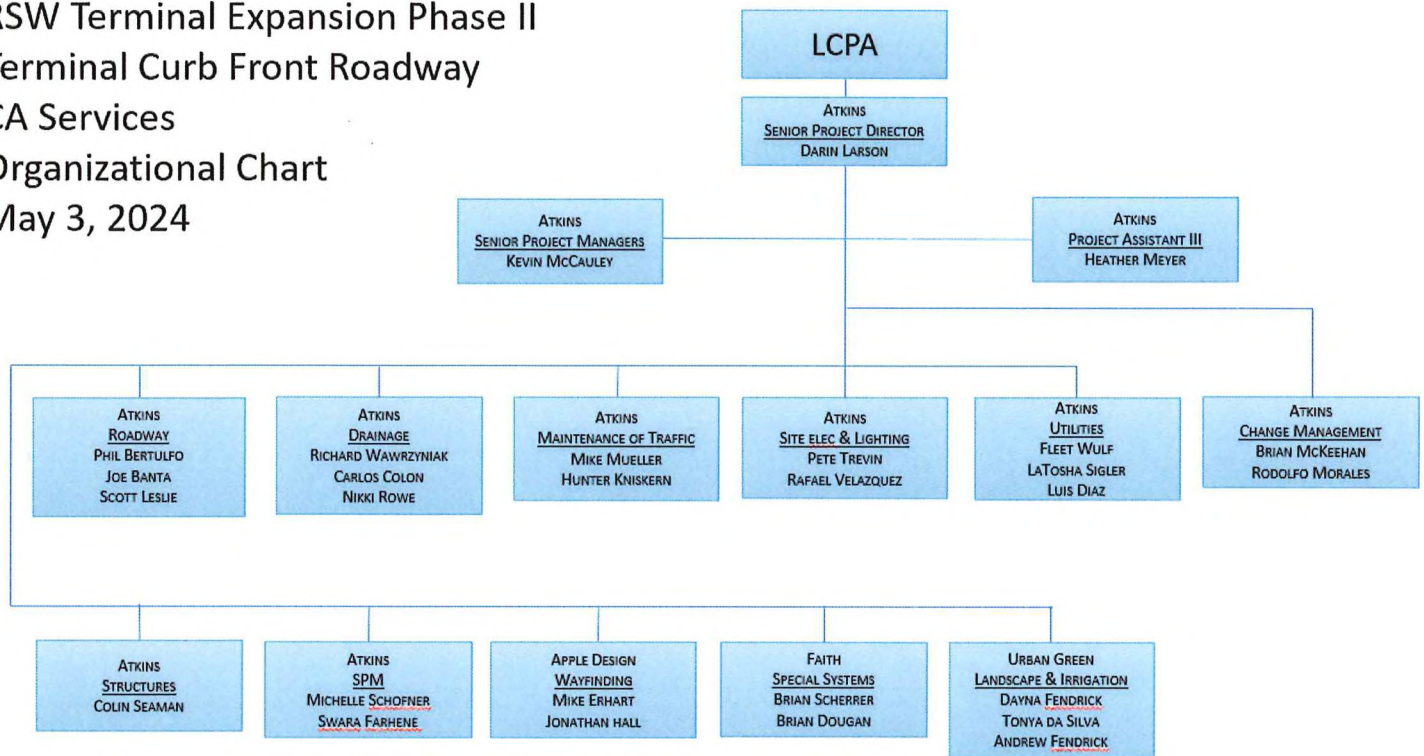
XII. Fees

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Total Lump Sum for Basic Services	\$1,306,262.90
--	-----------------------

TASK TOTAL SUM	\$1,306,262.90
-----------------------	-----------------------

RSW Terminal Expansion Phase II
Terminal Curb Front Roadway
CA Services
Organizational Chart
May 3, 2024



Task 80.5 – RSW Terminal Expansion Phase 2
Construction Administration Services Administrative Allowances

I. Objective

The Lee County Port Authority (LCPA) desires to engage AtkinsRéalis (CONSULTANT) to provide Construction Administration Services for the Administrative Allowances (PROJECT) associated with the Terminal Expansion Phase II Project at the Southwest Florida International Airport (RSW).

II. Description

Under Task Authorization 58, the CONSULTANT provided professional engineering services relative to the design, construction documents, bidding, and permitting for the Terminal Expansion Phase II Project (PROJECT). This task order provides administrative allowances to be utilized within the A&E/Construction Administration agreement to offer better accountability and transparency for known project costs. Administrative Allowances are used by the Owner to better track, control and authorize expenditures against the Contract to better align with actual costs as the project progresses. As the construction and completion of Concourse E takes place over a three-year period, these items are known costs that will be incurred as part of the project, but all expenditures will be controlled by the LCPA. The following Administrative Allowances will be authorized for expenditure only through an LCPA approved Contract Amendment and/or Task Authorization pursuant to the Board approved LCPA Procurement Manual:

- A. Design changes resulting from TSA requested revisions
- B. Tenant/Concession design review & build-out coordination
- C. PMWeb management software upgrade & support
- D. Airline Relocation Buildouts
- E. MOT, phasing, temp partitions, signage, wayfinding requested changes

Pursuant to Section 10.7 of the Board approved Contract, funds may be cross-utilized between various Tasks assigned to accomplish the overall purpose and goal of the project with the prior written approval of the LCPA.

III. Basic Services

The Basic Services will be provided after execution of this Agreement, as mutually agreed upon by CONSULTANT and LCPA prior to execution of the work.

IV. Deliverables:

The Deliverables will be provided after execution of this Agreement, as mutually agreed upon by CONSULTANT and LCPA prior to execution of the work.

V. Schedule

The schedule will be provided after execution of this Agreement, as mutually agreed upon by CONSULTANT and LCPA prior to execution of the work.

VI. Fees

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for meetings, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Administrative Allowances for Services listed above:

A. Design changes resulting from TSA requested revisions	\$100,000
B. Tenant/Concession design review & build-out coordination	\$250,000
C. PMWeb management software upgrade & support	\$500,000
D. Airline Relocation Buildouts	\$450,000
E. MOT, phasing, temp partitions, signage, wayfinding requested changes	\$50,000
Total Allowances	\$1,350,000.00
TASK TOTAL SUM	\$1,350,000.00



Kristina Whitmire <kmwhitmire@flylcpa.com>

Fwd: Atkins CA#95 TE II Concourse E CA Services \$28,221,294

1 message

Juliet Iglesias <jsiglesias@flylcpa.com>

Thu, Aug 29, 2024 at 2:20 PM

To: Kristina Whitmire <kmwhitmire@flylcpa.com>

FDOT approval.

Juliet S. Iglesias, CM

Director, Government Affairs and Grants

Development Division

Lee County Port Authority

O: 239.590.4612

C: 239-209-2612

jsiglesias@flylcpa.com

----- Forwarded message -----

From: <system@florida-aviation-database.com>

Date: Thu, Aug 29, 2024 at 1:01 PM

Subject: Atkins CA#95 TE II Concourse E CA Services \$28,221,294

To: <system@florida-aviation-database.com>Cc: <jennifer.gaona@dot.state.fl.us>

Airport: Southwest Florida International Airport

Project Description: Southwest Florida International Airport Terminal Expansion

Item-Segment: 441981-1

Contract #: G1C87

Firm Name: AtkinsRealis USA, Inc.

With respect to the above referenced project, the Department approves this specific agreement. Legal aspects of the document were not addressed because it is considered the responsibility of the Sponsor to ensure compliance with all applicable laws, statutes and ordinances. Please remember approval of this agreement is not a commitment for funding above the amount allotted in the Public Transportation Grant Agreement and meals and per diem will only be reimbursed as outlined in F.S. 112.061.

Please click the link below to review the project.

<https://www.florida-aviation-database.com/Facility/JACIP/default.aspx?section=projects&upin=PFL0011605&Jpm=1&UAID=FL000085>

Approved by: Jennifer Gaona

8/29/2024 12:56 PM

Thank you,

JACIP Support Team

JPM-2-v1