

CA No. 1

Vendor No. 465300

Contract No. 10225

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 24-41 Construction Engineering and Inspection (CEI) Services
for the RSW Terminal Expansion Phase II – Gates Expansion Project

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 Phase II – Gates Expansion – Construction Engineering Services

(1) Reasons for Amendment:

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

(2) Method of Negotiating Price of Work

- ☒ 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.

EG Solutions, INC.

Kelly Rubino

DocuSign Envelope ID: 10B3426161CC4E5...

ARCHITECT/ENGINEER ACCEPTANCE

Kelly Rubino

8/3/2024

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

FDOT: _____

FDOT Representative

FAA: _____ N/A

FAA Representative

Approved as to form for the reliance of the

Lee County Port Authority only:

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

☐

By: _____ N/A
Deputy Executive Director or Designee

☒

Board Item

By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 1

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

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

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

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
None				

Contract Amendment 1		CA Issued							
		Board Approved Contract	Total Project Budget	Other Contract	This Contract	Maximum \$1,000,000	Current Contract	TAs Issued	Pending TAs
#	Task	Amount	Adjustments	Adjustments	Adjustment	FY 23-24	Value		
1	TE II - CEI Services	\$ -	\$ -	\$ -	\$18,182,973.00		\$18,182,973.00		\$18,182,973.00
Subtotal		\$0.00	\$0.00	\$0.00	\$18,182,973.00	\$0.00	\$18,182,973.00	\$0.00	\$18,182,973.00

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING & INSPECTION SERVICES (CEI)

RSW TERMINAL EXPANSION PHASE II PROJECT

Task 1- Basic Services1. Background

The scope of the Terminal Building Expansion Phase II – Gates Expansion – Concourse E project includes an expansion to the main terminal which includes approximately 99,000 sf of arrival level space; approximately 137,000 sf of departures level space; approximately 77,000 sf of administrative level space; new outbound TSA Checked Baggage Inspection System(CBIS)/Checked Baggage Resolution Area (CBRA) spaces; a new Concourse E (approximately 90,000 sf apron level and approximately 100,000 sf gate level) with an anticipated initial 14 gates, but with infrastructure to support expansion to 19 gates; airside improvements including approximately 38,000 square yards of taxiways/connectors and approximately 180,000 square yards of aprons/taxi lanes; reconfiguration of select Concourse D gates to support larger aircraft; chiller plant building upgrades; terminal roadway and curbside improvements that reconfigure and expand the lower (arrivals level) roadways, as well as in-fill the upper level departures deck to the terminal supporting new improvements at the new Concourse E and future Concourse A. Work associated with these improvements includes but is not limited to the following major work elements: site preparation and grading, underground utilities, fuel lines, demolition, pavement, storm drainage, primary and back-up power supply, building related work (demolition, deep foundations, building structure, structural steel, exterior enclosure, roof systems, interior construction and finishes, signage, stairs, conveying systems, MEP, specialty systems, equipment, furnishings, and fire prevention and protection), security checkpoint equipment, checked baggage inspection system and conveyance, pavement markings, lighting, signage, fencing & gates, landscaping, irrigation, security systems, and communication systems, etc.

The airside construction work will be performed by Ajax Paving, landside by Middlesex, PBB's by Oshkosh, and the terminal-related construction will be by Suffolk Construction.

2. Purpose

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services by EG Solutions, Inc. (EGS) which are required for contract administration, inspection, and materials sampling and testing for the RSW Terminal Expansion Phase II based on the phasing plan from Suffolk Construction dated June 18, 2024. For purposes of this scope, the A/E will refer to Atkins North America, Inc., or their delegated subconsultants, and Contractor(s) will refer to both the CM/GC and the airside, landside, and PBB contractors.

3. Length of Service

The service shall begin upon written notification to proceed by Lee County Port Authority (LCPA). While no personnel shall be assigned until written notification has been issued, EGS shall be ready to assign personnel within two weeks of notification. For the duration of the Project, coordinate closely with Lee County Port Authority (LCPA), Suffolk Construction, and

General Contractors to minimize rescheduling of EGS's activities due to construction delays or changes in scheduling of construction activities.

EGS mobilization will begin at the same time as the construction notice to proceed and thirty (30) calendar days to demobilize will be provided after Substantial Completion.

The scope is based on a 36-month construction schedule with 90 days of closeouts for a total of 39 months. Project is scheduled to begin in October of 2024. Work to be performed during daytime and nighttime work shifts. CEI services to be provided to ensure necessary engineering inspection services are provided in a timely manner so as not to delay the performance of the construction.

4. Field Office

A field office will be provided by Suffolk Construction to accommodate up to ten (10) people (as shown in attached organizational chart) and will include office furniture, telephones, broadband internet access, restrooms, janitorial and maintenance services. Any required permitting cost and/or utility cost to be borne by others; except permit fees required to perform the services outlined in this scope.

5. Conformed Contract Documents

The Project manuals, specifications and construction plans, as prepared for bidding, will be updated "conformed" by others to include the following items from the bidding phase for General Contractors and CM/GC; pre-bid meeting notes, pre-construction meeting notes, fully executed contracts, bidding addenda, bidder submittal items and construction plan sheets provided to EGS. EGS will rely upon these documents and shop drawings approved by others in providing its services.

SCOPE OF SERVICES

6. Building Systems Inspections

EGS will provide for inspections of the various building systems during certain milestones. These would include:

- Electrical including power systems, lighting systems, communications systems, alarm systems, lightning protection systems, grounding systems and instrumentation and control systems.
- Mechanical systems including: heating ventilation and air conditioning, process and fluid flow, heat and energy transfer, material and human transfer, plumbing, mechanical machines and motion systems, instrumentation and control systems.
- Plumbing including: fixtures, water heaters, pumps, grease traps, storage tanks, expansion tanks, compression tanks and roof and floor drains. Pipe sizes and total water fixture units.

Sanitary riser pipe sizes and total sanitary waste fixture units. Storm riser pipe sizes. Cold water, hot water, sanitary and storm drainage piping.

- Passenger Boarding Bridges
- Chiller Plant Upgrades

7. Construction Engineering & Inspection Effort

EGS's effort is variable and is dependent on many factors including the performance of various contractors and the CM/GC.

EGS shall measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to all General Contractors and the CM/GC. EGS will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the project. EGS will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to LCPA. EGS will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to LCPA and A/E for review.

EGS's review of construction work for the purposes of recommending payments shall not impose responsibility on EGS to make any examination to ascertain how or for what purpose any of the Contractors have used the monies paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to LCPA free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between LCPA and the Contractors that might affect the amount that should be paid.

EGS will coordinate activities with all General Contractors and the CM/GC and their subcontractors during the course of construction. EGS will be available to meet with the representatives of LCPA, the FAA, the FDOT, and other interested parties at the project location. EGS will coordinate with A/E's subconsultants and personnel who are performing onsite testing or other project-related services as necessary.

Duties and Responsibilities of EGS shall include:

- Schedules: Review the progress schedule, schedule of shop drawings submission and schedule of values prepared by all General Contractors and the CM/GC and consult with LCPA and A/E concerning acceptability.
- Conferences and Meetings: Attend meetings with all General Contractors and the CM/GC, A/E's Project Manager and LCPA such as preconstruction conferences and other conferences.
- Liaison: Serve as liaison with all General Contractors and the CM/GC, working principally through their Project Managers and assist him in understanding the intent of the contract documents as necessary. Assist in serving as LCPA's liaison with all General Contractors and the CM/GC when their operations affect LCPA's onsite operations as necessary.
- Shop Drawings: Receive shop drawings from all General Contractors and the CM/GC electronically through Procore and use these when performing inspection services.
- Perform Initial Interpretation of the Construction Documents in response to RFI's sent by the Contractors submitted via Procore software within 3 business days of receipt.

- Review and comment on Quality Control Plans prepared by the Contractors to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. Quality Control processes should be reviewed for acceptance. Review results of the Contractors' Quality Control Testing and Inspection Reports and comment, if required.
- Review of Work, Rejection of Defective Work, Inspection and Tests: Conducts onsite observations of the work in progress to assist LCPA and A/E in determining if the work is proceeding in general accordance with the contract documents and that completed work will conform to the contract documents. On request, EGS will provide written opinion on "reasonably close" conformance or recommendation to accept or reject work.
- Report to LCPA and A/E whenever EGS believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment and advise LCPA when EGS believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
- Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in accordance with the contract documents and in presence of the appropriate personnel, and that the Contractors have provided adequate records. Observe, record, and report to LCPA and A/E appropriate details relative to test procedures and startups.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to LCPA.
- Interpretation of Contract Documents: Maintain a current record of Architect or Engineer's Supplemental Instruction, Notices of Variation (NOV) and Contract Amendment Requests. Provide review of all General Contractors and the CM/GC's documentation of force account work and provide an opinion within three (3) days of receipt.
- Provide assistance to LCPA and A/E in resolving claims and disputes.
- Modifications: Consider and evaluate all General Contractors' and the CM/GC's suggestions for modifications in drawings or specifications and report them with EGS's recommendations to LCPA and A/E.
- Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, A/E's clarifications and interpretations of the contract documents, progress reports and other project-related documents.
- Keep a separate diary or logbook for all General Contractors and the CM/GC, recording hours on the job site, weather conditions, data relative to their questions or extras or deductions, quantities of materials installed on the project, stored materials delivered, listing of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in the case of the observing test procedures. Send copies of all reports to LCPA and A/E.
- Review up-to-date record drawings completed by and received from the Contractors. Maintain a separate set of redlines for consolidation with the Contractors' red-line annotations of the construction plans and for incorporation into the as-built record drawings by A/E.

- Furnish to LCPA and A/E, periodic reports, as required, of the progress of the work and Contractors' compliance with the approved progress schedule and schedule of shop drawing submissions.
- Consult with LCPA and A/E in advance of scheduled major tests, inspections, or start of important phases of the work.
- Immediately report the occurrence of any accident to LCPA.
- Prior to the submittal of the first application for payment, review and make recommendations for approval of a Schedule of Values from all General Contractors and the CM/GC which will be made the basis for future progress applications. In order to identify and match completed work with respect to various funding sources, applications will be segregated as agreed to by LCPA. This effort will also apply to requests for payment by EGS.
- Evaluate the construction schedules and, if necessary, provide recommendations for a "recovery schedule" proposed by all General Contractors and/or the CM/GC.
- Review all General Contractors and the CM/GC's monthly and final applications for payment for general conformance with the contract documents and general concurrence of construction progress. EGS will review a pencil-copy of the payment applications prepared by all General Contractors and/or the CM/GC within three (3) working days. EGS will either recommend approval of application for payment to LCPA and A/E, with a copy to all General Contractors and/or the CM/GC, for the amount EGS determines is properly due, or notify the all General Contractors and/or the CM/GC, A/E and LCPA in writing of EGS's reasons for rejecting the application in whole or in part. The application for payment will be date stamped on the date received by EGS.
- Review applications for payment with all General Contractors and the CM/GC for compliance with the established procedure for their submission and forward them with recommendations to LCPA and A/E, noting particularly their relation to the schedule of values, percent of work completed, lien waivers, DBE participation, required schedule updates, recommended action to LCPA and A/E, and material and equipment delivered at the site but not incorporated in the work.
- Provide Davis Bacon interviews on FAA-funded portions of the project.
- During the course of the work, verify that mill certificates, maintenance and operations manuals and other data required to be assembled and furnished by the Contractors are applicable to the items actually installed; and deliver this material to LCPA and A/E for review and prior to final acceptance of the work.
- Before LCPA and A/E issue Certificates of Substantial Completion, submit to LCPA, A/E, and to all General Contractors and/or the CM/GC a list of observed items requiring completion or correction.
- Assist LCPA in providing record documents and quality assurance test results for closeout.
- Conduct final inspections in the company of LCPA, A/E, all General Contractors, and the CM/GC and prepare a final list of items to be completed or corrected.
- Verify that all items on final list have been completed or corrected and make recommendations to LCPA and A/E concerning acceptance.
- Participate in warranty inspection of the project within 12 months of completion.

Limitations of EGS's Authority - Except upon written instruction from LCPA:

- Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.

- Shall not exceed limitations of EGS's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of all General Contractors and the CM/GC, their subcontractors, or their superintendents, to stop or expedite the work.
- Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
- Shall not issue directions as to safety programs in connections with the work.
- Shall not accept Shop Drawings or sample submittals from anyone other than Contractors.
- Shall not authorize any party to occupy or use the project in whole or in part, without the approval of LCPA.
- Shall not be responsible for means, methods, techniques, sequences, procedures of construction, or selection of materials selected by all General Contractors and/or the CM/GC or the safety precautions and programs incident to the work of the Contract. EGS/A/E shall not guarantee the performance of either firm to perform the construction work in accordance with the Contract Documents.
- Shall not prepare or issue NOTAMS and, as a result, it is assumed NOTAMS shall be prepared and issued by LCPA.
- In the event that LCPA and EGS believe it to be in the best interest of the project that additional construction engineering inspection services, or additional services beyond what is provided for in this scope of services, a separate task order/authorization, which specifies the proposed scope of services to be performed, will be prepared.
- EGS shall have the authority, after consultation with the owner, to issue a stop work order to all General Contractors and/or the CM/GC when witnessing efforts that do not conform to the construction contract or that may, in the judgement of EGS, jeopardize safety. This shall not relieve all General Contractors and/or the CM/GC of their responsibility to meet these requirements.
- This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between LCPA and all General Contractors or the CM/GC. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this task order.

8. Threshold Inspection

1. For the Terminal Building, the EGS team will inspect the framing shown on the Structural Drawings in accordance with the approved Threshold Inspection Plan (TIP) to verify that the work is constructed in substantial accordance with the Contract Documents, except for A/E and building official approved variations.

Cast-in-Place Concrete

1. Verify the testing and reporting of concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
3. Verify the sampling, testing, and curing of specimens in the field is performed in accordance with applicable ASTM guidelines and project requirements.
4. Observe the reinforcing steel, vapor barrier, post-tension (PT) tendon placement and spread footings/grade beams prior to concrete placement to document conditions and

installation in accordance with the project specifications as well as observe the stressing operations of the PT tendons after concrete placement to document and tabulate PT tendon elongations.

5. Observe rebar reinforcement placement including stud rails and welded wire reinforcement to document conditions and installation for general compliance with the project drawings and specifications.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

Masonry

1. Periodically observe procedures and materials to document compliance with ACI 530.1, Contract Documents and sound construction practices.
2. Observe rebar reinforcement placement to document conditions and installation for general compliance with the project drawings and specifications.
3. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

Structural Steel

1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
2. Review certified mill test reports and notify Structural Engineer of any apparent deviations from specifications, as required.
3. Review structural steel testing reports related to structural steel erection in the field including the following tests/observations by the CWI/Testing agency:
 - a. Visual observation of all welded and bolted connections.
 - b. Examine tightness of at least 15% of high strength bolts at random.
 - c. Examine tightness of all bolts on "slip critical" connections using calibrated torque wrench or other method agreed upon during pre-construction meeting.
 - d. Perform additional testing in accordance with specifications if maximum allowable rejection rates are exceeded.
 - e. Provide UT Testing, if required.
4. Visual examination of steel deck installation to document gage and installation, i.e. bearing, side and end lap, etc.
5. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

Cold Formed Metal Framing

1. Observe light gauge cold formed metal framing (CFMF) for quality control and verification of structural light gauge CFMF to document conditions and installation for general compliance with the project drawings and specifications.
2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

Precast Concrete

1. Observe precast concrete component welded connections to document conditions and installation for general compliance with the project drawings and specifications.
2. Observe rebar reinforcement placement for precast concrete topping slabs to document conditions and installation for general compliance with the project drawings and specifications.
3. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

REPORTS

1. Record progress, working conditions, observations, testing, deviations from the Contract Documents, and any required corrective actions. Retain the records for a minimum of 7 years after completion of the project.
2. Notify the CM/GC in person and A/E by telephone of materials tests, equipment, workmanship or construction that:
 - i. Does not conform to the Contract Documents, or
 - ii. Is not inspected or tested and cannot be inspected or tested in place.
3. Maintain an “Exceptions” file and review it on a daily basis, updating as exceptions are rectified. If any exceptions are not resolved in a timely manner, issue a non-compliance notice to the CM/GC and copy the Building Code Compliance Office, LCPA and A/E’s Architect and Structural Engineer of Record.
4. Prepare and submit reports after each inspection.
5. Provide a final conformance statement at project closeout.

9. Fire and Life Safety – Terminal Building

Applicable Specification Sections

The EGS team will provide specific services to meet the requirements for the following specification sections and systems as they relate to the fire and life safety of the facility.

- 07 8443 Joint Firestopping
- 08 1113 Interior Hollow Metal Doors and Frames
- 08 1114 Exterior Hollow Metal Doors and Frames
- 08 1173 Accordion Fire and Smoke Rated Doors with Egress
- 08 1416 Flush Wood Doors
- 08 3113 Access Doors and Frames
- 08 3300 Overhead Rolling Fire-Smoke Doors
- 08 4229 Automatic Entrances
- 08 4413 Glazed Aluminum Curtain Walls
- 08 7100 Door Hardware
- 08 9100 Louvers
- 21 0500 Common Work Results for Fire Suppression
- 21 1000 Water-Based Fire-Suppression Systems
- 21 1316 Deluge Sprinkler System
- 21 3113 Electric-Drive, Centrifugal Fire Pumps
- 28 3111 Fire-Alarm System Modifications

Quality Control Services

Passive Fire Protection Quality Control Program

The following information is being provided to clarify and give details regarding the scope of services being provided and methods employed to achieve the results required to meet the client’s needs. All QC Services are guaranteed to be as specified. All work to be completed will be done in a workmanlike manner according to standard practices including, State, Local Code requirements.

Pre-Construction - All projects begin with a Pre-Installation meeting. At this meeting, we discuss our QC process, review information on our reporting, and advise where we have found most non-compliance on past projects. As we identify minor non-compliance issues, they can be remediated and marked as compliant. The EGS team also requires all firms installing firestop to deliver approved submittal packages for our use, prior to starting the QC survey. Our surveyors will identify items in a written report, with an accompanying non-compliance PDF and excel spreadsheet including photos of all non-compliance items found.

During Construction - A visual QC will be performed as part of this contract with detailed work scope listed below.

- The EGS team will attend project kick-off meeting and CM/GC orientation as start of first firestop QC visit, as well as project meetings when requested by client.
- The EGS team will perform visual QC of all accessible installed firestop systems.
- The EGS team will provide a detailed PDF report with colored photos of all compliant and non-compliant items. Non-complaint items will be documented during the QC survey, after the items have been remediated. The EGS team will document its compliance.
- The EGS team will provide a detailed excel spreadsheet of each compliant and non-compliant penetration found.
- The EGS team will provide a detailed report with certification of the compliance with a sign & sealed letter from a Licensed Professional Engineer registered in Florida.

Construction observation

The EGS team will provide construction observation services for the following systems.

- Fire Sprinkler Systems
- Fire Alarm Systems
- Smoke Control and Evac Systems

Reporting

All inspections performed by the EGS team will have thorough and very detailed “real-time” reporting issued and housed in a secure, cloud-based, specifically customized software, provided by the EGS team. This allows access to the CM/GC performing the work to input and upload information.

Standards Utilized for Compliance

The following codes and standards will be utilized for the proposed scopes. All editions of each code and or standard shall be as referenced and dictated by the permit set of drawings.

- Florida State Building Code – Chapter 1703, 1705 & Table 1604
- Florida State Fire Code – Chapter 7
- NFPA 1 – Fire Code
- NFPA 13 – Standard for the Installation of Sprinkler Systems
- NFPA 14 – Standard for the installation of Standpipe and Hose Systems
- NFPA 72 – National Fire Alarm and Signaling Code
- NFPA 80 – Standard for Fire Door and Other Opening Protectives
- NFPA 92 – Standard for Smoke Control Systems
- NFPA 92A – Standard for Smoke Control Systems Utilizing Barriers and Pressure Differences
- NFPA 92B – Standard for Smoke Management Systems in Mall, Atria, and Large Spaces
- ASTM 2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers

- ASTM 2174 - Standard Practice for On-Site Inspection of Installed Firestop Systems

10a. Quality Assurance Program – Airside/Landside Paving

Provide Quality Assurance (QA) testing in accordance with the requirements of the plans and specifications and as outlined in the testing matrix dated May 2024 including: engineers, technicians or inspectors, field sampling, field and/or laboratory testing and a typed report signed and sealed by a State of Florida Registered Professional Engineer. EGS shall retain an accredited testing laboratory for the quality assurance testing of construction materials. Maintain records of the required test reports produced by the testing laboratory and quality control charts or summary statistics as applicable. Coordinate retest of failing, borderline or disputed materials.

Provide the following non-inclusive QA testing:

- Augercast Pile Observation
- Pile Load Testing (CM/GC to provide all reaction piles, test equipment and set-up)
- Laboratory compaction testing
- Field compaction testing
- Soil classification by USCS
- Laboratory LBR or CBR
- Field Modulus of Subgrade Reaction
- Sieve Analysis
- Petrographic Analysis
- Concrete Compressive Strength
- Concrete Split Tensile Strength
- Concrete Flexural Strength
- Masonry Efflorescence
- Steel Ultrasound NDT
- Aggregate Soundness
- Aggregate Abrasion Resistance
- Alkali silica reactivity
- Clay lumps and friable particles
- Aggregate fractured faces
- Aggregate flat or elongated particles
- Asphalt pavement mix testing and all General Contractors and CM/GC supplied and calibrated testing facilities

10b. Quality Assurance Program – Certified Welding Inspections

Provide the following CWI Services:

- Visual observation of all welded and bolted connections.
- Examine tightness of at least 15% of high strength bolts at random.
- Examine tightness of all bolts on "slip critical" connections using calibrated torque wrench or other method agreed upon during pre-construction meeting.
- Perform additional testing in accordance with specifications if maximum allowable

- rejection rates are exceeded.
- Provide UT Testing, if required.

11. Security and Badging

All on-site EGS personnel will complete the required security badging process. EGS subconsultants or other EGS personnel not appropriately badged will be escorted by a badged EGS employee while in any secure area of the Project.

Additional Services

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

Additional services, when requested in writing by EGS, shall be performed for additional compensation. Additional services are any task, or equipment commissioning, not identified in the Basic Scope of Commissioning work above. Additional services include, but are not limited to, those items shown below:

- Additional EGS compensation due to all General Contractors and/or the CM/GC time beyond the contract limits.
- Additional services made necessary by changes in the scope of the work as directed LCPA.
- Arbitration, litigation and expert witness services
- Post-construction claims review
- Aerial photography
- Surveys

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

Clarifications/Assumptions/Exclusions

EGS will not be responsible for payment of any permitting fees except when required by local code.

Asbestos or hazardous materials testing inspection evaluations and remedial action plans are excluded.

Payments, fines and/or penalties resulting from all General Contractors and/or CM/GC activities or failures to act.

Airspace coordination and approvals and OE/AAA submittals are excluded.

Bacteriological, chemical or other testing of air, water or soil quality or characteristics are excluded.

Construction layout surveys or day-to-day survey controls are excluded.

Excludes any US local, state or federal taxes imposed by the United States of America. Any taxes or duties imposed will be charged direct to LCPA in addition to fees indicated.

Commissioning and/or testing of any systems.

Access Control Systems.

Design Services unless authorized in writing in advance by LCPA.

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.

Task Total Lump Sum for Basic Services

\$13,832,973

Task 2: Administrative Allowances

Administrative Allowances are being utilized within the CEI 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. 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.

• Threshold Inspection	\$ 600,000
• Fire & Life Safety	\$ 375,000
• Warranty Inspection	\$ 25,000
• Quality Assurance Testing	\$ 2,800,000
• CWI/UT – Quality Assurance	\$ 400,000
• Offsite Plant Inspection	\$ 25,000
• Additional Subconsultant Coordination	\$ 125,000

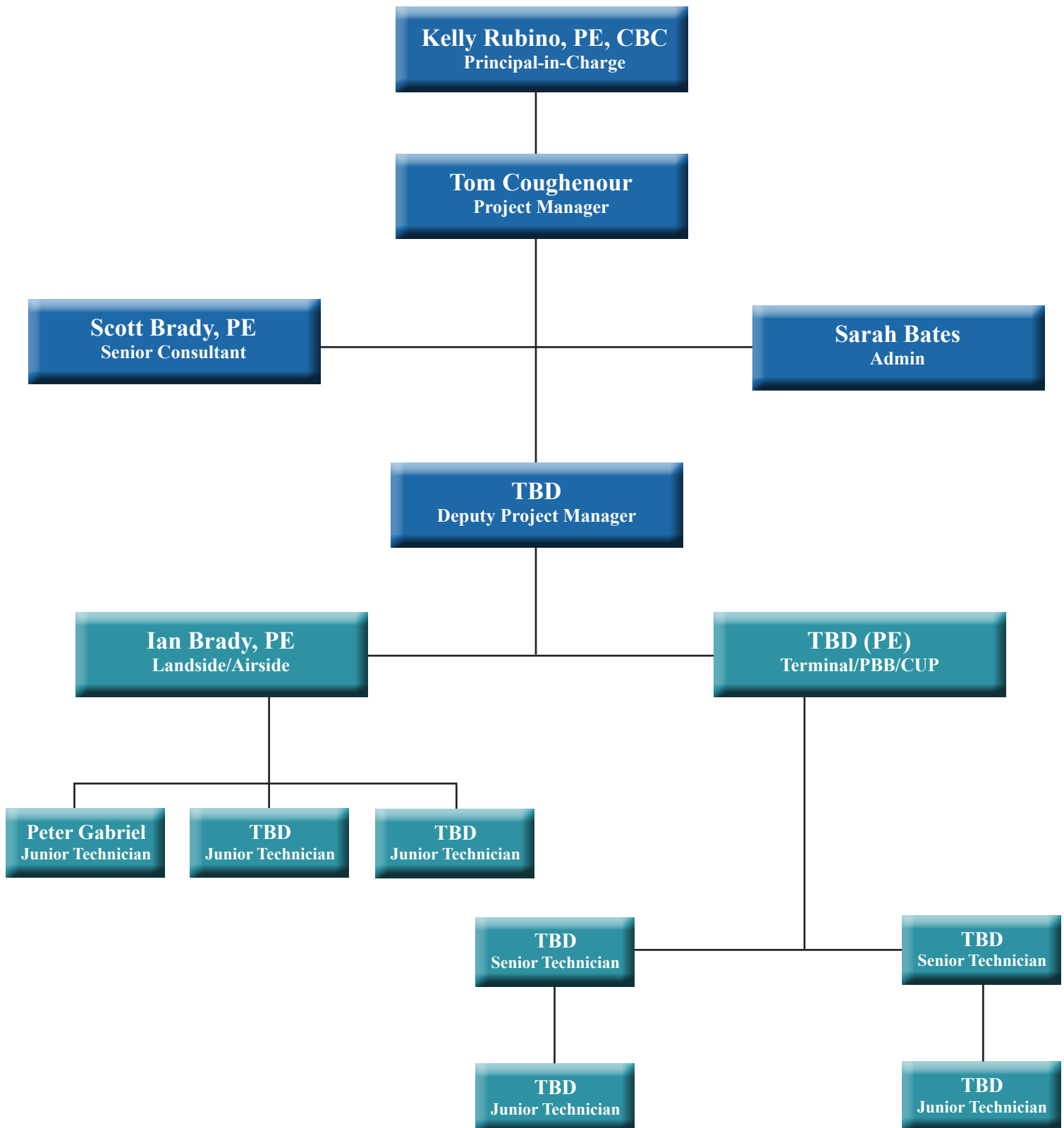
Task Total Lump Sum for Administrative Allowances

\$4,350,000

RSW Terminal Expansion Project Phase 2

EG Solutions, Inc Project Organizational Chart

July 29, 2024



Notes:

Personnel, other than Project Manager and Principal-in-Charge, may vary or change during the term of the project depending on phasing and work schedules.