

**FIFTH AMENDMENT
TO
CONTRACT FOR DESIGN, PERMITTING & BID PHASE SERVICES FOR
COMMERCIAL APRON EXPANSION/TWY R5 REHABILITATION AND REMOVAL OF TWY A8
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
E.G. SOLUTIONS, INC.**

Project Title: Construction Phase Services

This Amendment entered into this 28 day of June, 2022 by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY", and E.G. Solutions, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated July 1, 2021; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated October 12, 2021; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated January 26, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated February 2, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated April 29, 2022; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the contract to provide for additional services;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, it is agreed as follows:

1. Incorporation of Prior Documents: The Agreement for Professional Services, dated July 1, 2021, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
2. Incorporation of Prior Documents: The Agreement for Professional Services, dated October 12, 2021, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
3. Incorporation of Prior Documents: The Agreement for Professional Services, dated January 26, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."


4. Incorporation of Prior Documents: The Agreement for Professional Services, dated February 2, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
5. Incorporation of Prior Documents: The Agreement for Professional Services, dated April 29, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
6. Scope of Services: The addition of a Topographic Survey as outlined in "Attachment A".
7. Compensation: The total amount of compensation is increased by **\$569,369.00**.
8. Provision for Payment of Additional Services: Payment shall be made upon receipt of deliverables as outlined in Exhibit "B" Fee Schedule.
9. Time of Performance - Contract completion date is not changed.
10. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement for Professional Services has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

Warranty of Authority: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

WITNESSED:

SARASOTA MANATEE AIRPORT AUTHORITY

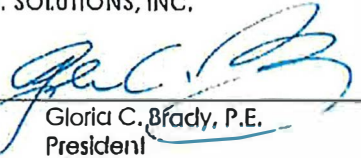
Signature: 
By: Jennifer LABONTE

Signature: 
By: Jeff Jackson
As: Vice Chairman

WITNESSED:

E.G. SOLUTIONS, INC.

Signature: 
By: Nancy Simmons

Signature: 
By: Gloria C. Brady, P.E.
As: President

**FIFTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
COMMERCIAL APRON EXPANSION/TWY5 REHABILITATION AND REMOVAL OF TWY A8
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
E.G. SOLUTIONS, INC.**

FEE SUMMARY OF CHANGES

Original Contract (dated July 1, 2021)	\$ 420,609.00
Amend No. 1, Add Topographic Survey	\$ 10,972.69
Amend No. 2, Additional Topographic Survey	\$ 6,039.23
Amend No. 3, Additional Topographic Survey	\$ 3,438.26
Amend No. 4, Additional Topographic Survey	\$ 2,545.34
Amend No. 5, Construction Phase Services	\$ 569,369.00
Contract Total:	\$ 1,012,973.52

EXHIBIT "A"
SCOPE OF SERVICES
SARASOTA BRADENTON INTERNATIONAL AIRPORT
COMMERCIAL APRON EXPANSION/TAXIWAY R5 REHABILITATION and
REMOVAL OF TAXIWAY A8

Construction Phase Services

PROJECT DESCRIPTION

The services to be performed include: Construction Phase Services, full-time RPR, and quality assurance testing.

Task 1 – Conformed Contract Documents

1.1 Conformed Contract Documents Level of Service:

The project manual, specifications and construction plans as prepared for bidding will be updated "conformed" to include the following items from the bidding phase; pre-bid meeting notes, pre-construction meeting notes, fully executed contract, bidding addendums, bidder submittal items and construction plans sheets for distribution to the Airport, FAA, FDOT, Contractor and Engineer.

Deliverables:

- Electronic PDF versions of conformed contract documents, specifications and construction plans.

Task 2 - Construction Progress Meetings / Project Engineer Site Visits

2.1 Construction Progress Meetings/ Project Engineer Site Visits

Level of Service:

EG Solutions Inc. will attend up to thirty-five (35) construction progress meetings to participate, discuss and coordinate project specifics. Meeting topics are anticipated to include but are not limited to; introduction of key project points of contact personnel, establish lines of communications, submittals, responding to contractor request for information, change orders, review administrative and reporting procedures, and establish start date for construction.

Deliverables:

- Meeting agenda, sign-in sheet and notes will be prepared and distributed in electronic PDF for each meeting attended.

2.2 Contractor Submittals

Level of Service:

Review contractor submittals for general conformance with the design concept. Each submittal will be reviewed initially. One subsequent review of a corrected or alternate submittal or required by non-conformance by the Contractor is included.

Deliverables:

- Returned submittals with action indicated stamp.

2.3 Contractor Request for Information (RFI)

Level of Service:

Review contractor requests for information and provide clarification of design intent.

Deliverables:

- Returned RFIs with response.

2.4 Evaluate Contractor Pay Requests

Level of Service:

Review Contractor pay requests based on test results and periodic on-site observation and recommend payment, including adjustments in accordance with the contract documents.

Deliverables:

- Copies of approved pay requests along with backup information, as applicable.

2.5 Change Orders

Level of Service:

Coordinate and prepare change orders as applicable to address changes in work and/or unforeseen field conditions. This task includes minor revisions to existing drawings.

Deliverables:

- Copies of proposed change orders with minor revisions to existing drawing sheets.

2.6 Coordinate, Perform and Evaluate QA Testing Program

Level of Service:

The Engineer of Record will prepare the scope of work for quality assurance testing in accordance with the project specifications and assist in coordinating the testing program with the testing firm and contractor.

Test results and field notes will be reviewed by the Engineer of Record for compliance with the project specifications. A lot of the tests and results will be maintained.

2.7 Project Closeout:

Level of Service:

Completion Site Visits

Conduct one (1) site visit for substantial completion. Prepare a punch list of items to be corrected prior to the final acceptance. Conduct one (1) site visit for final acceptance to review contractor's compliance and corrections of the substantial completion punch list items.

FDOT Certifications:

The Engineers of Record will execute the FDOT form certifying the project has been completed in accordance with FDOT standards, except approved modifications.

Record Drawings:

Record drawings will be prepared incorporating construction changes and using information provided by the contractor via marked up prints and field survey information. No field surveys are included in this task.

Deliverables:

- Electronic PDF and AutoCAD versions of the record drawings.

Task 3 - Other Services

3.1 Resident Project Representative (RPR):

Level of Service:

EGS will provide a full-time, on-site, Resident Project Representative (RPR) services for the project. The RPR shall serve as the liaison between the Engineer and the Contractor throughout the project. The foremost duty of the RPR is to observe construction for general conformance with the contract documents. The RPR will be responsible for reporting to the engineer when observing work that is unsatisfactory, faulty, defective, or does not conform to the contract documents. The RPR will be responsible for rejecting such work as agreed upon with the Engineer. The duties of the RPR will include:

- Attend the pre-construction conference
- Coordinate the Contractor's mobilization to the site
- Collect and log shop drawings, RFI's, RFC's, pay request, correspondence, etc.
- Inspect and monitor Contractor activities
- Maintain a daily construction log
- Attend weekly progress meetings
- Review and approve Contractor's pay requests
- Take project progress photographs
- Monitor Contractor's Quality Control Plan
- Administrate Change Orders as necessary
- Organize, prepare for, and lead the substantial completion and final inspections
- Create Contractor's punch list of unfinished items
- Verify the Contractor's completion of the punch list
- Collect the Contractor's as-built information
- Prepare the final closeout documentation
- Certify the completion of the project within the general conformance with the contract documents

The Resident Project Representative shall have limited authority on site as follows:

- Shall not authorize any deviation from the construction contract documents or substitution of materials equipment.
- Shall not exceed limitations of Owner or design professional as set forth in the construction contract documents.
 - Shall not undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.

- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction contract documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Contractor's work.
- Shall not accept shop drawings or sample submittals from anyone other than the Contractor.
- Shall not authorize the Owner to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized.

The estimated RPR schedule is based on the following:

- A construction schedule of 36 weeks.
- Two days of preparation time before construction contract day #1. Assumes start date of July 18, 2022
 - (2 x 8 = 16 hours)
- Phase 1 Mobilization - 10 Calendar Days
 - (2 weeks @ 40 hours/week = 80 hours)
- Phase 1A, 1B and 2A - Completion Date of November 14, 2022
 - 15 weeks of RPR regular time. Assume 2 RPRs
 - (15 weeks x 40 hours = 600 hours)
 - 15 weeks of RPR overtime
 - (15 weeks x 2 hours/week = 30 hours)
- Phase 2B - 90 Calendar Days
 - 13 weeks of RPR regular time
 - (13 weeks x 40 hours = 520 hours)
 - 13 weeks of RPR overtime
 - (13 weeks x 7 hours = 91 hours)
- Phase 3 - 80 Calendar Days between 9:30 p.m. and 4:30 a.m.
 - 11.5 weeks of RPR regular time
 - (11.5 weeks x 40 hours/week = 460 hours)
 - 11.5 weeks of RPR overtime
 - (11.5 weeks x 7 hours/week = 91 hours)
- Phases 4A and 4B to proceed concurrently with Phases 2B and 3. RPR hours are included in those phases
- Overtime is invoiced at 1.25 x the regular rate

Deliverables:

- The RPR will provide copies of daily reports.

Basic Assumptions

The following is a list of assumptions forming the basis of the CONSULTANT's cost proposal for providing the services detailed in the Scope of Services for this project. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the CONSULTANT's cost proposal.

1. The fees for the provision of RPR services is based on the construction duration for the project specified in the contract documents and an assumed level of staff effort as described above. In the event the construction duration or level of effort required of the RPR is greater than the estimated and specified herein, EGS shall be entitled to additional compensation and the terms of this agreement shall be renegotiated and amended as needed.
2. EGS shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
3. The RPR shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may in the judgement of the RPR jeopardize safety. This shall not relieve the Contractor of their responsibility to meet these requirements.
4. When recommending payment, EGS is only representing that the RPR has made visual checks on items installed in field. The RPR will only check the quality or quantity of Contractor's work.
5. RPR's review of Contractor's work for the purposes of recommending payments shall not impose on the RPR the responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precaution or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work.
6. RPR's review of Contractor's 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 contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to SRQ free and clear of any lien, claims security interests or encumbrances; or that there may not be other matters at issue between SRQ and contractor that might affect the amount that should be paid.
7. The RPR shall have authority, as SRQ's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, 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).
8. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.

HOURLY AND FEE SUMMARY
COMMERCIAL APRON EXPANSION - CONSTRUCTION PHASE SERVICES
TASKS 1 and 2
SARASOTA BRADENTON INTERNATIONAL AIRPORT

EG SOLUTIONS, INC.	2022 Rate	1.1 Conformed Contract Documents		2.1 Construction Progress Meetings/Project Engineer Site Visits		2.2 Contractor Submittals		2.3 Contractor Request for Information		2.4 Evaluate Contractor Pay Request		2.5 Change Orders		2.6 Coordinate, Perform, & Evaluate QA Testing Program		2.7 Project Closeout		Subtotal		
		labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee	
EG SOLUTIONS																				
Principal	\$275			2	\$550	2	\$550	2	\$550	2	\$550	3	\$825	4	\$1,100	8	\$2,200	23	\$6,375	
Chief Engineer	\$280	12	\$3,360	40	\$11,200	40	\$11,200	18	\$5,040	2	\$560	8	\$2,240	12	\$3,360	4	\$1,120	136	\$38,080	
Senior Project Manager	\$265	8	\$1,590	224	\$59,360	32	\$8,480	24	\$6,360	15	\$3,975	20	\$5,300	24	\$6,360	32	\$8,480	377	\$99,905	
Senior Engineer - Electrical (O&A)	\$250	8	\$2,000	32	\$8,000	24	\$6,000	8	\$2,000			16	\$4,000			7	\$1,750	95	\$23,750	
Senior Engineer - Structural (O&A)	\$250	8	\$2,000	32	\$8,000	24	\$6,000	8	\$2,000			16	\$4,000			7	\$1,750	95	\$23,750	
Engineer	\$135	40	\$5,400	32	\$4,320	44	\$5,940	60	\$8,100	12	\$1,620	40	\$5,400	24	\$3,240	37	\$4,995	289	\$39,015	
Administrative	\$100	4	\$400	24	\$2,520	12	\$1,260	3	\$315	6	\$630	4	\$420	4	\$420	32	\$3,360	89	\$9,345	
Subtotal EGS		78	\$14,770	386	\$93,950	178	\$39,430	123	\$26,365	37	\$7,335	107	\$22,185	68	\$14,480	137	\$23,655	1104	\$240,170	
Subconsultants																				
QA Testing - CoTiers Allowance																				\$97,000
Sub-Total Subconsultants																				\$97,000
Total Construction Phase Services		-	\$14,770	-	\$93,950	-	\$39,430	-	\$24,365	-	\$7,335	-	\$22,185	-	\$14,480	-	\$23,655	-	\$337,170	

Tasks 1 and 2 \$337,170
Task 3 \$232,199
Total Compensation \$569,369

HOUR AND FEE SUMMARY
COMMERCIAL APRON EXPANSION - CONSTRUCTION PHASE SERVICES
TASK 3 - RESIDENT PROJECT REPRESENTATIVE
SARASOTA BRADENTON INTERNATIONAL AIRPORT

EG SOLUTIONS , INC.	2022 Rate	Preparation Time		Construction Observation		Project Closeout		Subtotal	
		labor hours	Fee	labor hours	Fee	labor hours	Fee	labor hours	Fee
EG SOLUTIONS									
Resident Project Representative	\$115	16	\$1,840	1,564	\$179,860	80	\$9,200	1,660	\$190,900
Overtime-Resident Project Representative @ 1.25	\$144		\$0	201	\$28,944		\$0	201	\$28,944
Subtotal RPR Hours & Fees		16	\$1,840	1,765	\$208,804	80	\$9,200	1,861	\$219,844
RPR EXPENSES									
Vehicle (\$7.00/Field Hour x 1,765 Field Hours)									12,355
Subtotal RPR Expenses									\$12,355
Total Resident Project Representative		-	\$1,840	-	\$208,804	-	\$9,200	-	\$232,199