

**AMENDMENT 2 to ADDENDUM NO. 3
TO THE AGREEMENT DATED MARCH 24, 2023
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND JACOBS PROJECT MANAGEMENT CO.**

Project: No Cost Reallocation to Core Team Executive Project Management and Oversight Services for Terminal C Programs for W-S149 Program Management and Oversight (PMO) Services for Terminal C Programs, Orlando International Airport

THIS AMENDMENT is effective this 23rd day of April, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority"), and **JACOBS PROJECT MANAGEMENT CO.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated March 24th, 2023, Aviation Authority and Consultant entered into an agreement for Consultant to provide Executive Program Management and Oversight Services for STC Programs Consulting Services; and

WHEREAS, under the Agreement, Consultant agreed to perform such additional services for the Aviation Authority as are contained in any additional scope of work established by the Aviation Authority in any addendum to the Agreement and accepted in writing by the Consultant; and

WHEREAS, the Aviation Authority and the Consultant desire to enter into this Amendment to the Agreement to provide for a no-cost reallocation of services to be rendered by the Consultant under the terms of said Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Aviation Authority and the Consultant do hereby agree as follows:

1. Consultant shall reallocate previously awarded services as follows:

ITEM	ADDENDUM 3	PROPOSED AMENDMENT	REVISED TOTAL
NTE Reimbursable Fees	\$22,280,751.00	\$197,948.40	\$22,478,699.40
Lump Sum Fees	\$0.00	\$0.00	\$0.00
NTE Reimbursable Expenses	\$2,450,297.00	(\$197,948.40)	\$2,252,348.60
Total:	\$24,731,048.00	\$0.00	\$24,731,048.00

2. Except as expressly modified in this Amendment, the Agreement dated March 24th, 2023, and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment this day of May 24, 2024.

GREATER ORLANDO AVIATION AUTHORITY

Approved as to Form and Legality (for the benefit of GOAA only) this day of <u>May 24, 2024</u>  By: box SIGN 1JBRK51-192PYQW6 NELSON MULLINS BROAD AND CASSEL, Legal Counsel Greater Orlando Aviation Authority
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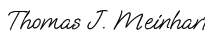
By:


box SIGN 4WB8Q9ZJ-192PYQW6

Max Marble
Sr. Vice President, Capital Programs

JACOBS PROJECT MANAGEMENT CO.

By:


box SIGN 1JR3L27Z-192PYQW6

Signature (Duly Authorized Rep.)

Thomas J. Meinhart

Printed Name

Sr. Vice President

Title



MEMORANDUM

TO: Members of the Construction Committee

FROM: Max E. Marble, Senior Vice President, Capital Programs

DATE: April 23, 2024

ITEM DESCRIPTION

Request for Approval of an Amendment to Addendum No. 3 to the Executive Program Management and Oversight Services for Terminal C Programs Agreement with Jacobs Project Management Co. for a No Cost Reallocation to provide Building Envelope Commissioning Services and Firestopping Evaluations for Terminal C Programs (W-S00149), Terminal C ASC Gates 250-253 project (BP-S00195) at the Orlando International Airport

BACKGROUND

On August 16, 2023, the Aviation Authority Board approved Addendum No. 3 in the amount of \$13,233,846.00 for Core Team Executive Project PMO Services for Terminal C to the above-referenced agreement. On September 27, 2023, the Aviation Authority Board approved Amendment No. 1 in the amount of \$11,497,202.00 for additional Executive Project PMO Staffing Plan Services. This results in a total amount of \$24,731,048.00 for Addendum No. 3. A portion of approved funding for Addendum No. 3 is \$600,000.00 to be utilized for yet undefined scope that may be required to support the projects within the Southside Restart Program pending further GOAA direction.

ISSUES

Since then, it has been determined that Building Envelope Commissioning Services and Firestopping Evaluations for the Terminal C Programs (W-S00149), Airside Gate Expansion Project (BP-S00195), as further described in the Consultant's proposal dated March 26, 2024, are required. Hanson Professional Services Inc. is to provide these services. Therefore, it is respectfully requested that: (1) the Allowance for "Other Services/Consultants" is approved to be used for the above proposed scope; and (2) funds be reallocated from Jacobs NTE Allowances to Subconsultants NTE Fees, as detailed below:

Jacobs NTE Allowances - Other/Services Consultants	Original Other/Services Consultants Allowance Balance	Previously Authorized Reallocation of Other/Services Consultants Allowance	Current Other/Services Consultants Allowance Balance	Proposed Reallocation of Other/Services Consultants Allowance	Proposed Other/Services Consultants Allowance Balance
Addendum No. 3	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00
Amendment No. 1	\$450,000.00	(\$55,871.03)	\$394,128.97	(\$197,948.40)	\$196,180.57
TOTAL	\$600,000.00	(\$55,871.03)	\$544,128.97	(\$197,948.40)	\$346,180.57

	Addendum No. 3	Proposed Reallocation	Revised Total
Not to Exceed Fees	\$22,280,751.00	\$197,948.40	\$22,478,699.40
Lump Sum Fees	\$0.00	\$0.00	\$0.00
Not to Exceed Expenses	\$2,450,297.00	(\$197,948.40)	\$2,252,348.60
TOTAL	\$24,731,048.00	\$0.00	\$24,731,048.00

If approved, services will be effective the date of Construction Committee approval.

SMALL BUSINESS

There is no impact on small business participation goals.

ALTERNATIVES

None.

FISCAL IMPACT

Funding is from General Airport Revenue Bonds and Passenger Facility Charges to the extent eligible. Funding source verified by Melvin Martinez of Construction Finance on 04 / 17 / 24 as correct and available.

RECOMMENDED ACTION

It is respectfully requested that the Construction Committee approve an Amendment to Addendum No. 3 to the Executive Program Management and Oversight Services for Terminal C Programs Agreement with Jacobs Project Management Co. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$197,948.40
Lump Sum Fees	\$0.00
Not to Exceed Expenses	(\$197,948.40)
TOTAL	\$0.00
AAC – Compliance Review Date	<i>EW</i> 4/11/24
AAC – Funding Eligibility Review Date	4/11/24

April 10th, 2024

Mr. Max Marble
SR VP Capital Programs

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd
Orlando, FL 82827

Subject: Amendment to Addendum 3 for Building Envelope Commissioning Services and Firestopping Evaluations for Terminal C Programs (W-S00149), Terminal C ASC Gates 250-253 project (BP-S00195)

Dear Mr. Marble,

Jacobs Project Management Co. is pleased to provide this proposal for Building Envelope Commissioning Services and Firestopping Evaluations for Terminal C Programs (W-S00149), Terminal C ASC Gates 250-253 project (BP-S00195). Please find the proposal scope and fee in the following documentation.

We greatly appreciate the opportunity to provide this proposal, and if you have any questions please do not hesitate to ask.

Sincerely,



Brad Miller | [Jacobs](#) | Aviation Program Manager, VP
M: 303.618.4335 | brad.miller@jacobs.com



SCOPE

Jacobs Project Management Co. (Jacobs) is pleased to provide **Building Envelope Commissioning and Firestopping Evaluation** services that will be performed in accordance with the applicable ASTM Standards and Chapter 4 of the Florida Building Code, in support of the Terminal C ASC Gates 250-253 project (BP-S00195).

This work will be performed under a subcontract with **Hanson Professional Services** by **Gale Associates, Inc.** and **ECS Florida, LLC**.

SCHEDULE AND FEE

The total estimated fee for this scope is not-to-exceed **\$197,948.40**. The basis of payment for this scope is time and materials. Monthly invoices will be submitted to GOAA. Actual labor hours and allowable expenses will be billed in accordance with the Agreement for Professional Services.

Addendum No. 3	Original Budget	Current Budget	Proposed Reallocation	Proposed Total
Jacobs NTE Fees	\$10,497,292.00	\$14,358,864.00	\$0.00	\$14,358,864.00
Subconsultants NTE Fees	\$2,030,804.00	\$7,921,887.00	\$197,948.40	\$8,123,247.00
Jacobs NTE Allowances	\$705,750.00	\$1,667,651.97	(\$197,948.40)	\$1,466,291.97
Jacobs NTE Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Subconsultants NTE Expenses	\$0.00	\$782,645.03	\$0.00	\$782,645.03
TOTAL	\$13,233,846.00	\$24,731,048.00	\$0.00	\$24,731,048.00

OTHER ASSUMPTIONS AND CLARIFICATIONS

1. This scope of work assumes a Notice to Proceed based upon Construction Committee approval forecasted on March 26, 2024.
2. Addendum 3, as approved by GOAA, excluded testing and commissioning. This proposal, given the timing of the work, is one (1) part of the testing and commissioning scope required. Jacobs Project Management Co. will follow this amendment with further testing and commissioning proposals to cover the required scope for Terminal C ASC Gates 250-253 project (BP-S00195).

April 10, 2024

(Via email to david.grauvogl@jacobs.com)

Mr. David Grauvgol
Jacobs
Program Manager
200 South Orange Avenue
Orlando, FL 32801

Re: Commissioning Services Proposal
GOAA South Terminal C Phase 1 Expansion Commissioning
Hanson # 23A1058P r5
REVISED Rates – Gale / ECS

Dear David:

Hanson Professional Services Inc. (Hanson) is pleased to provide this revised proposal for professional Building Enclosure Commissioning (BECx) and Fire Stopping Evaluation services associated with the expansion of the South Terminal C Airside that adds four new gates that use multiple aircraft ramp systems.

Enclosed, please find the following Attachments related to our proposal.

- Attachment A – Project Scope of Services
- Attachment B – Charges for Services
- Attachment C – Basis of Payment for Additional Services
- Attachment D – Subconsultant Proposals

Please review the enclosed attachments and contact me with any questions or if you require additional backup information. We look forward to working with you and appreciate the opportunity to be of service.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Wade H. Conlan, P.E., CxA, BCxP, LEED AP
Assistant Vice President
Commissioning and Energy Discipline Manager

Attachments (as noted)
cc: Dave Poole / Hanson File

**Hanson Professional Services Inc.
Hanson No. 23A1058P r5
Attachment A - SCOPE OF SERVICES
REVISED**

Agreement Date: April 10, 2024

Project: GOAA South Terminal C Phase 1 Expansion Commissioning

PROJECT DESCRIPTION:

This project involves commissioning (Cx) of the expansion to the airside gates for the South Terminal C. This does not include the connector walkway/bridge.

Architect of Record is HNTB in Lake Mary, Florida, the MP engineer of record is Syska Hennessy Group in Culver City, CA, and the Electrical engineer of record is Matern in Maitland, FL. This project is not pursuing any sustainability certifications. The project schedule, per the Hensel Phelps schedule, dated November 27, 2023, indicates that construction is underway, and that permanent power is to be in June of 2025, commissioning of systems to be in the summer of 2025 and that final life safety systems inspections by the city will be in December of 2025. The drawings used to create this proposal are the Conformed Drawings dated November 1, 2022. The specifications for commissioning are dated November 1, 2022.

Hanson is utilizing two sub-consultants for this effort. Gale will be the building enclosure commissioning provider. ECS will be providing firestopping evaluation. Hanson will be providing program management oversight for these disciplines.

Hanson's commissioning methodology conforms to ASHRAE Guidelines 0-2019 and 1.1-2007 and Standard 202-2018. In addition, Hanson subscribes to the recommended practices of the AABC Commissioning Group (ACG) and the Building Commissioning Association (BCA). Hanson is an ACG certified commissioning provider firm.

Hanson and its subconsultants use CxAlloy as the commissioning documentation database that includes the Functional Performance Tests as well as the commissioning issues.

BASIC SERVICES

Hanson Services

Hanson Scope: The following are representative tasks of program management that are included in this proposal. This does not include connector walkway/bridge.

- Attendance at monthly construction meetings
- Review of subcontractor documentation
- Subcontractor maintenance
- Cx Alloy cost and maintenance

SERVICES FROM SUB-CONSULTANTS

Building Envelope Commissioning

Please note, Hanson has included these services from sub-consultants at the direction of the Owner. Please see the attached proposal for those services. Hanson will assist in program management for these services.

Firestopping Evaluations

Please note, Hanson has included these services from sub-consultants at the direction of the Owner. Please see the attached proposal for those services. Hanson will assist in program management for these services.

Qualifications:

The Scope of Services specifically excludes the following:

- a. Acting as Engineer-of-Record for the design of any building systems associated with this project. In addition, generation of construction documents associated with the design and layout of systems for this facility is excluded from our work.
- b. Commissioning of any other building systems and/or components, beyond those specifically denoted above. Specifically, MEP, elevator(s), telecommunications / data systems, security systems, fire pump and fire suppression systems, vibration analysis of equipment, radiographic (welding) inspections, witnessing of air leakage and hydrostatic testing of ductwork and piping, infrared testing of switchgear, and building envelope Cx are not included under the Base Bid proposal.
- c. Full time construction observation. Hanson's field visits shall be related to Cx activities and tasks, including verification of system installation and functional performance testing.
- d. Directing work by the Contractor. Hanson has no authority to direct work by the Contractor, issue change orders, or answer Requests for Information (RFIs).
- e. Construction inspection and/or supervision. Services performed by Hanson during construction will be limited to providing contractual commissioning activities and dealing with questions by the Contractor's representative concerning conformance with the Contractor's performance requirements, basis of design documents, drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. Hanson will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs.
- f. Detailed code review of documents. Contractor / Client agrees that Hanson's review of drawings, specifications, and other contract documents, shall be solely for their general conformance with the Project's design intent.
- g. Complete verification and testing of all sub-systems. Verification and testing of similar types of sub-system HVAC equipment may employ a sampling strategy, as is typically utilized in functional performance testing for commissioning.
- h. All reports and documents will be provided electronically. There will be no printed reports or documents provided by Hanson.
- i. Development and maintenance of Owner's Project Requirements.
- j. Systems which are excluded from this commissioning effort include:

- Security / Access Control / Video Surveillance
 - Tenant / Concession Kitchen Equipment
 - Baggage Handling Equipment
 - TSA Screening Equipment
 - Lightning Protection System
 - Aircraft Fueling Systems
 - Visual Docking Guidance System
 - Public address (PA) systems
 - Telephone, Data, DAS, and Wi-Fi
 - Elevators
 - Escalators
 - People Movers
 - Smoke Control Systems
- k. Cx efforts extending beyond the current scheduled project completion of December 2025.
- l. Acting as code-required Special Inspector for applicable systems, such as Smoke Control.

Client / Contractor Obligations:

1. Client agrees to provide copies of available documents (contract drawings, product data submittals, shop drawings, etc.) depicting equipment and systems involved with this project, to assist Hanson in the development of checklists and functional performance test procedures.
2. Project Manager shall share proposed schedule (electronic and hard copy) for sequence of construction, system start-up, test & balance and training activities, so such activities can be incorporated into the Cx Plan.
3. The Owner, contractors, A/E team and Subcontractors agree to utilize the cloud-based Cx web application, CxAlloy for tracking and responding to issues on the project.
4. Contractor and Equipment supplier/vendor will provide all required test equipment and operational/support equipment needed for system start-up, and functional performance testing.
5. The contractor and/or subcontractors shall provide Hanson access to Contractors' staging equipment (lifts, scaffolding, ladders, etc.) for testing purposes; and shall cooperate and assist the CxA in setting up testing apparatus, as required.
6. System Test & Balance shall be performed by others; specifically qualified T&B professionals, experienced in the balancing of similar type systems and members of AABC or NEBB.

**Hanson Professional Services Inc.
Hanson No. 23A1058P r5
Attachment B - CHARGES FOR SERVICES
REVISED – Gale & ECS**

Agreement Date: April 10, 2024

Project: GOAA South Terminal C Phase 1 Expansion Commissioning

BASIS OF CHARGES:

Basic Services- Fundamental Commissioning

Charges for professional services performed by our firm for all services listed in the SCOPE OF SERVICES for Commissioning tasks will be made on a lump sum of for direct labor and expenses for the project as noted in the table below:

Hanson Basis Services Phase	Fee (\$)
Hanson Program Management	\$ 46,076.30
BECx Program	\$ 13,182.00
Firestopping Program	\$ 4,313.60
Total	\$ 63,571.90

Gale Associates Building Envelope Cx	Fee (\$)
Pre-Construction Phase Services	\$ 19,392.00
Construction Phase Services	\$ 65,075.00
Post Construction Phase Services	\$ 13,260.00
Testing Phase Services	\$ 11,003.00
Total	\$ 108,730.00

ECS Firestopping Cx	Fee (\$)
Project Management and Document Review	\$ 1,128.00
Firestop/Fireproofing Pre-Construction Meeting	\$ 455.00
Firestop Inspection On-Site w/reports	\$ 24,063.50
Total	\$ 25,646.50

Project Total	\$ 197,948.40
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Billings will be issued monthly based on the percentage of hours expended, including expenses incurred at the time of billing.

Hanson Professional Services Inc.
23A1058 GOAA STC Ph 1 X Cx BCEX and
Firestopping

	PIC	SnProj	M QA/QC	SnCx	CxA	CxA	SrAdmin							
Totals	0.5	51.0	32.0	34.0	167.9	3.0	44	-	-	-	-	-	-	-
Click here for Help inserting rows	Principal	SnProj	M QualityR	SnCx	CxA	CxA	SrAdmin	AIII	AII	AII	AII	AIII	AIV	
	355.00	191.00	272.00	259.00	186.00	186.00	99.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Task # Task Description

	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Phase	0.5	21.0	10.5	16.0	115.8	3.0	-	-	-	-	-	-	-	-
101 Project Start-Up	0.5	1.0				3.0								
102 Familiarity Review of Drawings and Specs			0.5		2.0									
103 Cx Specs - Mark Up and Provide /Review			0.5		2.0									
104 Cx Plan														
105 Cx Kick-Off Meeting / Prep inc travel			0.5		4.0									
106 CDM														
107 Schedule with Contractor			1.0		2.0									
108 Submittal Reviews			1.0		1.0									
109 Controls Integration Meeting - on site														
110 Review Contractor Training Plan														
111 Create CVCs			1.0		1.0									
112 OAC Mtg - 50 virtual														
113 Site Observations - 24 at 2 hours on site				5.0	72.0									
114 Issues Log				1.0	4.0									
115 Cx Meetings - 40 virtual					20.0									
116 Cx Meetings -36 in person					4.8									
117 Duct Pressure Testing - on site 1 day														
118 Pipe Flush - on site 1 day														
119 Assist in Start-up plans														
120 Review Start-up forms														
121 no witness														
122 Review TAB Execution Plan														
123 Badging Time					3.0									
124 CxAlloy														
125 PM		20.0	6.0	10.0										
126														
160														
Acceptance	-	7.0	10.0	8.0	16.5	-	-	-	-	-	-	-	-	-
161 Schedule with Contractor			0.5		2.0									
162 Review FPTs			1.0	1.0	3.0									
163 TAB verification - 1 day														
164 Create TAB report for Code														
165 Witness FPTs - 24 days														
166 MP														
167 E														
168 travel														
169 Notes														
170 Retest - 5 days														
171 travel														
172 Notes														
173 Troubleshooting Help			1.0	1.0	1.0									
174 Isseus log update			1.0		1.0									
175 Review O&M manuals					1.0									
176 Review the Equipment Warranties					1.0									
177 Review Training Plan			0.5		1.0									
178 Observe Training														
179 Gather Materials														
180 Preliminary Cx Reprot			0.5		0.5									
181 Final Cx Report			1.0	1.0	2.0									
182 Systems Narrative per Code			0.5		1.0									
183 Badging Time					3.0									
184 CxAlloy														
185 PM		7.0	4.0	5.0										
220														
Post Occupancy	-	10.0	2.5	1.0	4.0	-	-	-	-	-	-	-	-	-
221 Create Systems Manual			0.5		1.0									
222 two hour in-person training on SM			-		-									
223 Training Records					-									
224 Lead monthly warranty meetings - 3 virtual														
225 Warranty Walk and meeting - 3 hour														
226 Badging Time			-	1.0	3.0									
227 CxAlloy														
228 PM		10.0	2.0											
229														
280														
BECx	-	12.0	8.0	8.0	24.0	-	22.0	-	-	-	-	-	-	-
281 Gale Subconsultan														
282 Program Management		12.0	8.0	8.0	24.0		22.0							

	Totals 	0.5	51.0	32.0	34.0	167.9	3.0	44	-	-	-	-	-	-
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		355.00	191.00	272.00	259.00	186.00	186.00	99.00	1.00	1.00	1.00	1.00	1.00	1.00
283														
340														
	FireStopping	-	1.0	1.0	1.0	7.6	-	22.0	-	-	-	-	-	-
341	ECS Subconsultant													
342	Program Management		1.0	1.0	1.0	7.6		22.0						
343														
400														

Hanson Professional Services Inc.
Hanson No. 23A1058AP r5
Attachment C – Basis of Payment for Additional Services

Agreement Date: April 10, 2024

Project: GOAA South Terminal C Phase 1 Expansion and Connector Commissioning

Engineer/Architect/Scientist Positions:

Principal	\$ 355.00
Senior Commissioning Authority	\$ 259.00
Senior Project Manager	\$ 191.00
Quality Review	\$ 272.00
Commissioning Authority	\$ 186.00
Senior Commissioning Specialist	\$ 149.00
Commissioning Specialist	\$ 100.00

Administrative:

Senior Administrative	\$ 99.00
Administrative	\$ 77.00

1. Charges for special services, expert testimony, etc., will be negotiated.
2. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
3. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
4. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.



Gale Associates, Inc.

217 N. Westmonte Drive, Suite 3033 | Altamonte Springs, FL 32714

P 407.599.7031 F 407.599.7077

www.galeassociates.com

December 20, 2023

Revised 4/9/2024

Hanson Professional Services, Inc.
2300 Maitland Center Pkwy – Suite 310
Maitland, FL 32751

Attn: Mr. Wade Conlan, P.E.
T: (321) 231-9303
C: (407) 716-9997
Email: WConlan@hanson-inc.com

Re: Limited Building Enclosure Commissioning Services (BECx)
Greater Orlando Aviation Authority
BP-S195-1X Airside Concourse – South Terminal
Orlando, FL
Gale P#10670

Dear Mr. Conlan:

Gale Associates, Inc. (Gale) is pleased to present this revised proposal to provide Building Enclosure Commissioning Services (BECx) to Hanson Professional Services, Inc. (HANSON) regarding the above-referenced facility.

PROJECT DESCRIPTION

It is our understanding that the BP-S195 Phase 1X Airside Concourse is an addition to the new South Terminal Building at the Orlando International Airport (GOAA/Owner). HANSON, the MEP Commissioning provider, has requested to also provide the Building Enclosure Commissioning to its scope of services. To fulfil the Owner's request, HANSON has requested Gale to provide limited BECx services during construction of the new facility. Gale has had the opportunity to review the Conformed Construction Documents dated 11/01/2022, as prepared by HTNB Corporation, the Architect of Record (AOR). Gale's proposal is based on a 27-month period (January 2024 through April 2026).

The BECx process is structured to assist Owner's with the performance of materials, components, assemblies, and systems designed for the exterior building enclosures. The process uses performance-oriented practices and procedures to determine if the project is achieving the Owner's Project Requirements (OPR) throughout the delivery of the project.



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Based on our preliminary review of the available drawings, the proposed building is a new three-story airside – gate addition to the existing portion of the new South Terminal. The facility is proposed to include 167,251 square feet. The building enclosure components will consist of the following:

- Precast Concrete
- Self-Adhered Waterproofing
- Fluid-Applied Waterproofing Deck System
- Traffic Coatings
- Stucco
- Aluminum Rain Screen & Soffit Panels
- Metal Wall Panels
- Insulated Metal Wall Panels
- Modified Bitumen Roofing
- Joint Sealants
- Aluminum Storefronts
- Glazed Curtain Walls
- Sound Control Windows
- Fixed Louvers
- Exterior Painting

SCOPE OF SERVICES

Based upon our understanding of the project, we propose the following Scope of Services.

Pre-Construction Phase

- Initiate the project by hosting a phone or video conference to establish the project schedule for deliverables and coordinating the project with the Owner, Designer, and Construction Team. A memorandum of the meeting will be developed and distributed by Gale to HANSON to confirm our understanding.
- It is Gale's understanding that the design documents are complete, and construction has commenced. Therefore in lieu of performing a technical design review, Gale will perform a review of the Conformed Construction Documents (drawings) and Division 07 and 08 specifications, directly related to building enclosure systems previously noted, to become familiar with the design requirements and conformance to the OPR.
- Review Factory Mutual Global (FMG) recommendation as it relates to the roofing and building enclosure components, per the Owner's design guidelines.
- Develop the building enclosure portion of the commission plan, to include:
 - List and summary of proposed building enclosure tasks.
 - Building enclosure components and assembly summary.
 - Building enclosure component testing requirements and summary.
- Assist the construction manager in developing construction checklists for the building enclosure systems.

Construction Phase

- Receive and review contractor's shop drawings and submittals to be familiar with the proposed construction prior to project start-up. Gale will identify items which are not in compliance with



the contract documents and notify Hanson, the AOR and the Construction Manager at Risk (CMAR). Final approval and/or rejection of all submittals will be performed by the AOR. We anticipate reviewing submittals based on the building enclosure related components noted in Division 07 and 08.

- Attend building enclosure related kick-off teleconference meeting to review project requirements from technical and non-technical aspects. Scheduling, coordination of site visits, and reporting will be reviewed at that time.
- Attend the building enclosure coordination pre-installation meetings with the project team, including enclosure subcontractors, to review shop drawing details at which various enclosure components interface (i.e., windows to air barrier tie-ins).
 - This proposal is limited to three (3) building enclosure coordination meeting. Meeting is predicated on six (6) hours, including travel and a memorandum of understanding.
 - Meetings will take place at the project site.
 - Provide meeting memorandum to confirm our understanding.
- Review the final building enclosure mock-ups at the project site and provide written field report of our observations.
 - This proposal is limited to one (1) mock-up review visit. The visit is predicated on four (4) hours, including travel and report.
- Attend virtual and on-site project progress/job construction meetings (JCM), as requested, to review contractor progress and performance, and to review outstanding building enclosure deficiencies.
 - This proposal is limited to sixteen (16) progress meetings (8-virtual and 8-in person).
 - In-person meetings are based on four (4) hours, to include travel and report.
- Perform periodic observations of the contractor's work related to the building enclosure. Written field reports outlining observed methods and materials of construction and progress will be submitted.
 - This proposal is limited to twenty-eight (28) site visits. Each visit is limited to eight (8) hours at a Project Manager's rate, including report and travel time.

Testing Phase

- Provide test matrix, indicating required tests and quality control requirements indicated in the contract documents. Provide test procedure letter for window air and water infiltration testing.
- Attend a testing conference to discuss test procedures, methods, coordination and scheduling. Minutes of the meeting will be developed and distributed by Gale to HANSON to confirm our understanding of the discussion.



- This proposal is limited to one (1) test conference meeting. The meeting is predicated on four (4) hours, including travel. A Project Manager and Staff Engineer will attend.
- Meeting will take place at the project site.
- Observe window and curtain wall water and air infiltration testing.
 - This proposal is limited to observation of three (3) tests.
- Review testing reports of other building enclosure related components.

Post-Construction Phase

- Review completed as-built drawings, as prepared by contractor/subcontractors and provided by the AOR for completeness and compliance with the project manual. Review the building enclosure systems manual updates and delivery by the contractor.
- Review the contractor's planning, scheduling, content, and documentation for training sessions for conformance with the project specifications. Observe the contractor's training and maintain a training log for inclusion in the Final Commissioning Report.
- Develop an on-going commission plan, to include:
 - List and summary of completed building enclosure tasks and results.
 - Building enclosure components and assembly summary.
 - Building enclosure component maintenance requirements and summary.
 - Building enclosure system and component warranty information.
- Perform a ten (10) month warranty facility review to identify observed problem areas, and present opinions for the Owner's correction. Review will include a facility and warranty review, and interview with building operating staff.
 - This proposal is limited to one (1) site visit. Visit is predicated on ten hours (10) hours, including travel and field report.
 - Provide a report of our findings to include, photographs, redlined roof plans and/or elevations.

COMPENSATION

- Our compensation to provide the above Scope of Services will be a fixed fee itemized as follows:

Pre-Construction Phase Services	\$ 19,392.00
Construction Phase Services	\$ 66,400.00
Post Construction Phase Services	\$ 13,100.00
Testing Phase Services	\$ 10,800.00

Recommended Commissioning Budget: \$108,730.00



- Gale services will be performed in accordance with our Master Subconsultant Agreement: "LEGL0350-Gale Associates, Inc." dated September 30, 2020.

PROJECT PARAMETERS AND LIMITATIONS

- Our proposal does not include services during the Occupancy and Operations Phases.
- All documents prepared by Gale will be provided to HANSON in electronic source format only; no hard copies will be submitted.
- Please note Gale services are not predicated on sustainability certification. Gale has no authority or responsibility in confirming the applicability of our work towards the award points provided by an outside authority such as Leadership in Energy and Environmental Design.
- Our services do not include:
 - Full time observations of the construction operations.
 - Mechanical, electrical, plumbing, fire protection or structural engineering.
 - Design (i.e., preparation of technical specifications, details, and/or plans).
 - Bid Phase Services.
 - Review of shop drawings or submittals for acceptance/rejection.
 - Review of Construction Bulletins
 - Accessibility review.
 - Material Testing
 - Contractor services, beyond what is referenced above.
 - Performance of Building Enclosure Testing
 - Review of Off-site mock-up testing
 - Site Visit to Manufacturer's Fabrication Facility
 - Re-evaluation of reported observations and tracking issues, except as coordinated in subsequent site visit included in the scope above.
- Gale has no authority or responsibility for the means, methods, techniques, materials, sequences, procedures, safety requirements, and programs relating to the construction of the project. The contractor is solely responsible for all aspects of the performance of the construction, including quality control; adequacy of construction; and means, methods, and procedures.
- Job site safety is the contractor's responsibility. Gale representatives, including subconsultants retained by Gale, may visit the job site from time to time. These visits are for clarifications of specific design related issues only and are not for the purposes of job site safety. It is the contractor's sole responsibility to comply with all site safety applicable requirements.
- Correction of issues noted by Gale during the construction phase is the responsibility of the contractor, as is documentation of the correction. Gale bears no liability for further or additional observation of issues identified. Lists generated by Gale are not considered to be all inclusive and represent only those issues actually observed and noted by Gale personnel while on-site. Gale has been tasked to observe specific construction elements on a part-time basis only, and the absence of notations with respect to any other construction elements



neither creates any liability on Gale's part, nor alters the contractor's responsibility to complete all work in accordance with the Contract Documents.

- It is assumed that Gale will be provided complete access to required areas of work at the facility and a complete set of Construction Documents. It is understood that Gale will be entitled to rely on the accuracy and completeness of such Construction Documents. The contractor shall provide lifts or access to staging or mobile lifts, utilized by contractor to perform the work, in order to observe work performed and work in progress.
- Gale services are strictly limited to those defined within the Scope of Services noted above. If additional services are requested, they will be performed and invoiced on a time and expense basis in accordance with our Schedule of Fees, following receipt of written authorization to proceed from HANSON.
- A minimum of 72 hours prior notification is required for scheduling meetings, site visits, and field visits.
- This proposal and the Schedule of Fees upon which it is based are valid for 90 days from the date of this letter.

REQUIRED DOCUMENTS

- Space has been provided below for your signature, in order that this proposal may serve as a notice to proceed and/or contract for services.

PAYMENT

- HANSON will be responsible for payment to Gale for services provided. Such payment is not, under any circumstances, subject to any contingencies or conditions precedent (to include payment to HANSON by Owner) or subsequent other than Gale's performance of services outlined in this proposal.

Thank you for this opportunity to submit a proposal to Hanson Professional Services, Inc. for consideration. Please call if you have any questions regarding this proposal.

Best regards,
GALE ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Joseph B. Holmsten". The signature is written in a cursive, flowing style. Below the signature, the text "Building Enclosure Design & Consulting Group" is printed in a standard black font.

TBR:nmn

Enclosures:

- Schedule of Fees

PROJECT: BP-S195 Phase 1X Airside Concourse
CLIENT: HANSON
DATE: 12/20/2023 (Revised 04/09/2024)

BUILDING ENVELOPE CONSULTING SERVICES

ENGINEERING SERVICES FEE ESTIMATE
SUMMARY

ITEM	Labor Fee	Miscellaneous Expense Fee	Sub-Total Fee and Misc. Expense	Contractor Reimbursable Fee	Consultant Fee	TOTAL FEE	Total Hours
EVALUATION	0.00	0.00	0.00	0.00	0.00	0.00	0
DESIGN - 50%	0.00	0.00	0.00	0.00	0.00	0.00	0
DESIGN - 90%	0.00	0.00	0.00	0.00	0.00	0.00	0
DESIGN - 100%	0.00	0.00	0.00	0.00	0.00	0.00	0
BID PERIOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0
CONSTRUCTION PERIOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0
RESIDENT ENGINEER	0.00	0.00	0.00	0.00	0.00	0.00	0
DESIGN ASSIST	0.00	0.00	0.00	0.00	0.00	0.00	0
PRE-CONSTRUCTION PHASE	19,362.00	0.00	19,362.00	0.00	0.00	19,362.00	128
BECK CONSTRUCTION PHASE	65,075.00	0.00	65,075.00	0.00	0.00	65,075.00	473
BECK POST-CONSTRUCTION PHASE	13,260.00	0.00	13,260.00	0.00	0.00	13,260.00	97
TESTING	11,003.00	0.00	11,003.00	0.00	0.00	11,003.00	77
CLOSE-OUT	0.00	0.00	0.00	0.00	0.00	0.00	0
TOTAL PROJECT FEE	108,730.00	0.00	108,730.00	0.00	0.00	108,730.00	776
Sub-total Contractor and Consultant Fee summation from above:						0.00	

Travel Information (modify as needed)	Hazardous Testing (modify as needed)	Gale Allowable Markup	
\$ 45.00 Mileage, Round Trip	\$ 24.00 Asbestos Testing	15.00 % (confirm with client/contract)	
\$ 5.00 Tolls, Round Trip	\$ 15.00 Lead Testing		Subtotal of:
\$ - Parking, per visit	\$ - Other Testing (enter as required)		Design Fee Summation from above:
\$ - Lodging per night			0.00
\$ 0.00 Mileage Reimbursement			
\$ 65.00 Per Diem	\$ 35.00 Shipping Rates		construction and closeout fee summation from above:
\$ 500.00 Air Flight, Round Trip		The Green Text are estimates; update for each project.	0.00
\$ 200.00 Car Rental			

July 1, 2023 Rates

	Senior		Sr. Proj. Mgr	Project	Senior Eng/	Landscaping	Proj. Eng / Designer	Drone	Sr. Staff	Sr. Technician /	N/A	Technician	Admin	Client/Word Proc./	
	Principal	Associate	Associate	Sr. Staff	Manager	Arch/ Planner	Arch/ Planner	Pilot	Eng./ Designer	Staff Designer	CAD-Designer	N/A	CAD-Drafter	Professional	Admin. Assist. / Intern
	srm@rds.edu	tbr@rds.edu	tbd@rds.edu	asc@rds.edu	tbd@rds.edu	aea@rds.edu	tbd@rds.edu	psb@rds.edu	tbd@rds.edu	tbd@rds.edu	tbd@rds.edu	soc@rds.edu	tbd@rds.edu	tbd@rds.edu	nan@rds.edu
Staff Member	SRM	TBR	TBD	ASC	TBD	AEA	TBD	PSB	TBD	TBD	TBD	SOC/MM	TBD	TBD	N/A/N

Estimates for Construction Period Services are GALE's "best estimate" based on the scope of services to be provided, utilizing a () day construction window. As you know, construction progress and project completion depends on the Contractor's quality of work and staffing on the project. Billing will reflect the actual time spent by GALE personnel on the project. Total project fee may vary depending on Contractor's personnel and Contractor performance on the project. We anticipate that this proposal meets your requirements.

BUILDING ENVELOPE CONSULTING SERVICES

PROJECT: BP-S195 Phase 1X Airside Concourse
CLIENT: HANSON
DATE: 12/20/2023 (Revised 04/09/2024)

ENGINEERING SERVICES FEE ESTIMATE
PRE-CONSTRUCTION PHASE

Discipline	-Principal	Senior Associate	Associate	Sr. Proj. Mgr / Sr. Struct.	Project Manager	Sr. Eng / Planner / Designer	-Landscape Architect	Proj. Eng / Designer - Archt / Planner	Drone - Pilot	Sr. Staff - Eng / Designer	Staff - Designer	Sr. Technician / CAD Designer	Technician / CAD Drafter	-Admin Professional	-Clerk / Word Proc. / Admin. Assist. / Intern	Total Hours	Total Fee
Hourly Rate	-300.00	191.00	265.00	180.00	220.00	142.00	190.00	132.00	165.00	155.00	145.00	107.00	130.00	130.00	78.00		
Description of Services	SRM	TBR	-TBD	ASC	TBD	AEA	TBD	PSB	-TBD	TBD	TBD	SGCMJM	TBD	-TBD	NMN		
Hours/Cost																	
1. Project Initiation	0.00	2.0 382.00	0.00	2.0 360.00	0.00	2.0 284.00	0.00	0.00	0.00	0.00	0.00	2.0 214.00	0.00	0.00	1.0 78.00	9.0	1,318.00
2. N/A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
3. Factory Mutual Document Review	0.00	0.00	0.00	4.0 720.00	0.00	8.0 1,136.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.0 78.00	13.0	1,934.00
4. Review Shop Drawings and Submittals	0.00	4.0 764.00	0.00	24.0 4,320.00	0.00	24.0 3,408.00	0.00	0.00	0.00	0.00	0.00	1.0 107.00	0.00	0.00	4.0 312.00	57.0	8,911.00
5. Develop BECx Plan	0.00	1.0 191.00	0.00	6.0 1,086.00	0.00	16.0 2,272.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.0 156.00	25.0	3,699.00
6. Develop BECx Checklist	0.00	1.0 191.00	0.00	4.0 720.00	0.00	16.0 2,272.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.0 156.00	23.0	3,339.00
	0.00	1.0 191.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.0	191.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
TOTAL HOURS	0.0	9.0	0.0	48.0	0.0	66.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	10.0	128.0	
TOTAL COST - PRE-CONSTRUCTION	0	1719	0	7200	0	9372	0	0	0	0	0	321	0	0	780		19,392.00

BUILDING ENVELOPE CONSULTING SERVICES

PROJECT: BP-S195 Phase 1X Airside Concourse
CLIENT: HANSON
DATE: 12/20/2023 (Revised 04/09/2024)

ENGINEERING SERVICES FEE ESTIMATE
BECx CONSTRUCTION PHASE

Discipline	-Principal-	Senior Associate	Associate	Sr. Proj. Mgr / Sr. Struc	-Project- Manager-	Sr. Eng / Planner / Designer	-Landscape Architect-	Proj. Eng / Designer / Archt / Planner-	Drone - Pilot -	-Sr. Staff- Eng / Designer	-Staff- Designer-	Sr. Technician / CAD Designer	Technician / CAD Drafter	-Admin- Professional-	Clerk / Word Proc. / Admin. Assist. / Intern	Total Hours	Total Fee
Hourly Rate	300.00	191.00	265.00	180.00	220.00	142.00	190.00	132.00	165.00	155.00	145.00	107.00	130.00	130.00	78.00		
Description of Services	SRM	TBR	TBD	ASC	TBD	AEA	-TBD	PSB	TBD	TBD	TBD	SGCMJM	TBD	TBD	NMN		
1. Project Initiation		1.0		4.0		4.0									4.0	13.0	
	0.00	191.00	0.00	720.00	0.00	568.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312.00		1,791.00
2. N/A																0.0	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2. BECx Kick Off Meeting		4.0				4.0						6.0			2.0	16.0	
	0.00	764.00	0.00	0.00	0.00	568.00	0.00	0.00	0.00	0.00	0.00	642.00	0.00	0.00	156.00		2,130.00
2. Review On-Site Mock-Up & Report				8.0		8.0									2.0	18.0	
	0.00	0.00	0.00	1,440.00	0.00	1,136.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156.00		2,732.00
3. Job Construction Meetings (JCM) (8-virtual and 8-in person)				48.0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.0	64.0	
	0.00	0.00	0.00	8,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,248.00		9,888.00
4. Quality Control Site Visits and Reports (Quantity 28)		24.0		40.0		88.0						136.0				288.0	
	0.00	4,584.00	0.00	7,200.00	0.00	12,496.00	0.00	0.00	0.00	0.00	0.00	14,552.00	0.00	0.00	0.00		38,832.00
5. Substantial Completion Observation & Report		2.0		4.0		16.0						16.0			2.0	40.0	
	0.00	382.00	0.00	720.00	0.00	2,272.00	0.00	0.00	0.00	0.00	0.00	1,712.00	0.00	0.00	156.00		5,242.00
6. Final Observation & Report		2.0		4.0		12.0						14.0			2.0	34.0	
	0.00	382.00	0.00	720.00	0.00	1,704.00	0.00	0.00	0.00	0.00	0.00	1,498.00	0.00	0.00	156.00		4,460.00
7																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
8																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
9																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
12																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
TOTAL HOURS	0.0	33.0	0.0	108.0	0.0	132.0	0.0	0.0	0.0	0.0	0.0	172.0	0.0	0.0	28.0	473.0	
TOTAL COST - DESIGN	0	6303	0	19440	0	18744	0	0	0	0	0	18404	0	0	2184		65,075.00

ENGINEERING SERVICES FEE ESTIMATE

Discipline	Principal 300.00	Associate 191.00	Associate 265.00	Jr. Struct 180.00	Manager 220.00	J Planner / Des 142.00	Architect 190.00	Arch / Planner 132.00	Pilot 165.00	Eng / Designer 165.00	Designer 145.00	CAD Designer 107.00	CAD Drafter 130.00	Professional 130.00	Admin. Assist. / Intern 78.00	Total Hours	Total Fee
Hourly Rate	SRM	TBR	TBD	ASC	TBD	AEA	TBD	PSB	TBD	TBD	TBD	SGC/MJM	TBD	TBD	NMN		
Description of Services																	
Hours/Cost																	
1. Prepare a testing matrix		1.0		2.0		10.0									2.0	15.0	
	0.00	191.00	0.00	360.00	0.00	1,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156.00		2,127.00
2. Attend Testing Conference				4.0		4.0										8.0	
	0.00	0.00	0.00	720.00	0.00	568.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,288.00
3. Observe Storefront and Curtainwall Testing & Reports				4.0		32.0									4.0	40.0	
	0.00	0.00	0.00	720.00	0.00	4,544.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312.00		5,576.00
4. Review misc. testing reports				4.0		8.0									2.0	14.0	
	0.00	0.00	0.00	720.00	0.00	1,136.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156.00		2,012.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00													

PROJECT: BP-S195 Phase 1X Airside Concourse
CLIENT: HANSON
DATE: 12/20/2023 (Revised 04/09/2024)

BUILDING ENVELOPE CONSULTING SERVICES

ENGINEERING SERVICES FEE ESTIMATE
BECx POST-CONSTRUCTION PHASE

Discipline	-Principal-	Senior Associate	Associate	Sr. Proj. Mgr /-Sr. Struc-	-Project- Manager	Sr. Eng /-Planner / Des-	-Landscape Architect	Proj. Eng / Designer Arch / Planner	-Drone- Pilot-	-Sr. Staff Eng / Designer	-Staff Designer-	Sr. Technician / CAD Designer	-Technician / CAD Drafter	Admin- Professional	Clerk / Word Proc. / Admin. Assist. / Intern	Total Hours	Total Fee
Hourly Rate	300.00	191.00	265.00	180.00	220.00	142.00	190.00	132.00	165.00	155.00	145.00	107.00	130.00	130.00	78.00		
Description of Services	SRM	TBR	TBD	ASC	TBD	AEA	TBD	PSB	TBD	TBD	TBD	SGC/MJM	TBD	TBD	NMN		
Hours/Cost																	
1. Update BECx Plan		2.0		4.0		10.0									1.0	17.0	
	0.00	382.00	0.00	720.00	0.00	1,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00		2,600.00
2. Close Out Procedures		2.0		4.0		8.0									4.0	18.0	
	0.00	382.00	0.00	720.00	0.00	1,136.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312.00		2,550.00
3 10-Month Warranty Evaluation		2.0		8.0		24.0						24.0			4.0	62.0	
	0.00	382.00	0.00	1,440.00	0.00	3,408.00	0.00	0.00	0.00	0.00	0.00	2,568.00	0.00	0.00	312.00		8,110.00
4																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8																0.0	
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9																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12																0.0	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL HOURS	0.0	6.0	0.0	16.0	0.0	42.0	0.0	0.0	0.0	0.0	0.0	24.0	0.0	0.0	9.0	97.0	
TOTAL COST - DESIGN	0	1146	0	2880	0	5964	0	0	0	0	0	2568	0	0	702		13,260.00

GALE ASSOCIATES, INC.
217 N. Westmonte Drive, Suite 3033
Altamonte Springs, Florida 32714
407-599-7031

GENERAL TERMS AND CONDITIONS

JANUARY 2024

The following General Terms and Conditions are incorporated into and made part of the attached proposal dated December 20, 2023 (*Revised 3/27/2024-R2*), between Gale Associates, Inc. (hereinafter referred to as "Gale") and Hanson (hereinafter referred to as "Client"), and together are referred to as the "Agreement."

Project Reference:

Name: BP-S195-1X Airside Concourse – South Terminal
Location: Orlando International Airport, Orlando, FL
Description: Building Enclosure Commissioning

On-Site Testing and Other Exploration

To perform site/building evaluations and other explorations, Gale may engage a reputable contractor or contractors, experienced in this work. The contractor's invoice plus a 15% service charge will be added to Gale's fee. Alternatively, at Client's request, Gale can arrange for Client to enter into a contract with the contractor(s). In that event, invoices for these outside services will be sent to Client for direct payment to the contractor(s).

Client acknowledges and agrees that GALE is not responsible for any contractor or contractors for this work and will not guarantee, warranty or be responsible for their performance, completeness or the accuracy of their results.

Services of Others

On occasion, Gale will engage the specialized services of individual consultants or other companies to participate in a project. The cost of such services plus a 15% service charge shall be invoiced to Client.

Independent Contractor

In the performance of its services hereunder, Gale will be acting as an independent consultant and not as the Client's agent or fiduciary. No other relationship outside of that contemplated by the terms of this agreement shall be created. Nothing in this agreement shall imply or give rise to an agency or fiduciary relationship between Client and Gale.

On-Site Services During Project Construction

Should Gale's services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property, during the performance of the work and compliance with OSHA Regulations, and that these requirements shall apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by Gale personnel is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. In addition, Gale shall have no authority and shall not be responsible for the means, methods, techniques, sequences or procedures, or safety precautions and programs relating to the construction of the project.

Field services provided by Gale personnel shall not relieve the contractor of its responsibilities for performing the work in accordance with the construction documents or designs prepared by Gale or others.

Right-of-Entry

Unless otherwise agreed, Client will furnish right-of-entry onto the land and/or facility for Gale to make the planned surveys and other explorations. Gale will take reasonable precautions to minimize damage to the land and facilities for use of equipment, but Gale's fee does not include the cost for restoration of damage that may result from these operations. If Gale is required to restore the land or facility to the reasonable equivalent of its former condition, the cost for such restoration will be added to the fee.

Samples

Unless Client advises Gale otherwise in writing, samples will be discarded 60 days after submission of our deliverable. Upon request, Gale shall ship or deliver the samples, charges collect, or will store them for an agreed storage charge. The

remains, if any, of samples subjected to destructive testing shall be discarded 60 days after testing.

Compensation

Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. In the event Gale files suit or engages the use of a "collection agency" to enforce overdue payments, Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees.

Gale shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days.

The risk of loss and damage with respect to attempted payments to Gale, including, but not limited to, loss attributable to cyber-theft, shall be and remain with Client until payment is received and accepted by Gale. Said loss shall not relieve Client of its obligation to pay Gale all amounts owed it under this Agreement.

Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees, associated with Gale's efforts to collect fees and expenses owed it.

Ownership of Documents

All reports, field data, notes, plans, specifications, calculations, and other documents of service, whether in hard copy or machine-readable form, which Gale prepares as instruments of service, shall remain the sole and exclusive property of Gale. Gale will retain all pertinent records relating to the services performed for a period of 7 years following submission of the deliverable, during which period the records will be made available to Client at all reasonable times and for payment of costs by Client. Client agrees that all reports and other deliverables furnished by Gale or other agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

It is understood and agreed that all documents prepared pursuant to this Agreement, whether in hard copy or machine-readable form, are intended for one-time project specific use. The Client may retain copies for information and reference in connection with the occupancy and use of the project. In the event of Client reuse of documents without engaging Gale, Client shall, to the fullest extent permitted by law, hold harmless and indemnify Gale for all claims and/or damages generated by said reuse.

Because of the possibility that the information and data delivered in machine readable form may be altered or damaged, the hard copy shall be referred to as the original and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of machine-readable documents provided by Gale from one system and/or format to another cannot be accomplished without risk of the introduction of inaccuracies, anomalies, and errors. In the event project documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith, and shall hold harmless and indemnify Gale from all claims, damages, and costs arising from or connected with such conversions.

Insurance

Gale is protected by Workers' Compensation Insurance, Professional Liability Insurance, and Standard Public Liability Insurance. Upon request, Gale will furnish information and Certificates of Insurance. Gale will not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance available at the time of claim and/or beyond the limitation of liability established in these General Terms and Conditions. Gale will not be responsible for any loss, damage, or liability arising from Client's acts, errors, and omissions

and those of Client's staff, consultants, contractors, and agents, or from those of any person for whose conduct Gale is not legally responsible.

If either party to this agreement incurs damages arising out of the project that are covered by insurance, then the applicable party waives all claims against the other party to the extent such damages are covered by insurance. The Client shall require similar waivers from all other parties, including contractors, subcontractors, consultants, and other entities or individuals associated with the project.

It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Gale (i.e., hazardous waste and asbestos projects).

Standard of Care

In accepting this Agreement for professional services, Client acknowledges the inherent risks associated with land and building evaluation, design and construction. In performing professional services, Gale will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

Limitation of Liability

The Client acknowledges the risks to GALE associated with this Project. Therefore, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless GALE, its officers, directors, employees, Consultants and Subconsultants (collectively GALE) against all damages, liabilities or costs, including reasonable attorneys' fees arising out of or in any way connected with Client's negligent actions, third-party claims and/or the services performed under this Agreement, except for damages, liabilities or costs arising from GALE's sole negligence or willful misconduct.

To the fullest extent permitted by law, the total liability in the aggregate of GALE and GALE's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GALE's services, the project, or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of GALE or GALE's officers, directors, employees, agents, or independent professional associates, or any of them, shall not exceed \$50,000 or the total compensation received by GALE under this Agreement, whichever is less. To the fullest extent permitted by law, Client agrees to indemnify GALE for the costs, losses and expenses related to or arising from third-party claims resulting from the services performed under this Agreement.

GALE and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

Limitation on Claims

The parties agree that causes of action that may accrue to Client pertaining to acts, failures to act, errors, omissions, or otherwise pertaining to the performance of this Agreement by Gale shall be deemed to have accrued and the applicable statute of limitations shall commence to run upon the date of Substantial Completion, issuance of Certificate of Occupancy, or final invoicing by Gale, whichever occurs first. The parties further agree that, regardless of the statute of limitations applicable where the service was performed, Client must initiate suit no more than two years after such cause(s) of action accrue.

Claims and Dispute Resolution

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of Gale's services, Gale may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. Mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Miscellaneous

- A. Gale will only commence services on this project upon receipt from the Client of both the authorization to proceed, and the agreed upon retainer, if applicable. This retainer will be applied to the final invoice for the project.
- B. The Agreement represents the entire and integrated Agreement between the Client and Gale and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both the Client and Gale.
- C. Gale has the right to renegotiate the fee if the original scope of services is changed, or if services are not completed within 12 months.
- D. It is recognized that Gale has no control over the cost of labor, materials, or equipment for construction, over any contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Gale cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Gale.
- E. Should any representative of Gale be requested, required, ordered, or subpoenaed to give any testimony, either at trial, deposition, hearing, or otherwise, concerning services performed under this agreement, or concerning the subject matter of this retainer, then Client shall compensate Gale for all reimbursables and time incurred in connection with the preparation for and giving of such testimony at the rates prevalent at the time of the Service.
- F. In the event that any part of this Agreement or proposal shall be held invalid, such invalidity shall not invalidate the whole of this Agreement or proposal, and the remaining provisions thereof shall continue to be valid and binding.
- G. It is understood by the parties that the existing or constructed building may, as a result of its construction, use, maintenance, occupation, or otherwise, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures. If, during construction of the Project, Gale knowingly encounters any such substances, Gale shall notify the Client and, without liability for consequential or any other damages, suspend performance of services until the Client retains a qualified specialist to abate and/or remove mold substances. The Client agrees to release and waive all claims against Gale, its subconsultants and their officers, directors, and employees, arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of construction. Client further agrees to indemnify and hold Gale harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site, whether during or after completion of construction, except for those claims, liabilities, costs, or damages caused by the sole gross negligence and/or knowing or willful misconduct of Gale.

Termination

Gale may terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to Client. Gale shall have the right to terminate this Agreement with respect to the Project for cause if the Client commits a material breach of this Agreement and fails to cure such breach within 10 days. If circumstances arise which, in Gale's professional opinion, preclude it for professional or ethical reasons from continuing performance, Gale shall advise Client of the fact. The parties shall immediately enter into good faith efforts to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either party may terminate this Agreement with respect to the Project. The Notice of Termination shall specify which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than 10 calendar days after receipt of the Notice of Termination. Gale shall be paid for all services performed and charges incurred prior to termination.



GALE ASSOCIATES, INC.
217 N. Westmonte Drive, Suite 3033
Altamonte Springs, Florida 32714
407-599-7031

SCHEDULE OF FEES

JANUARY 2024

Fees for services are based on the time worked on the project by staff personnel in accordance with the following schedule:

See attached Exhibit-A

~~Principal
Senior Associate/Partner
Associate
Chief Engineer/Director
Sr. Project Manager/Sr. Structural Engineer
Project Manager
Sr. Engineer/Architect/Planner/Designer
Landscape Architect
Project Engineer/Architect/Planner/Designer
Drone Pilot
Sr. Staff Designer
Staff Designer
Sr. Technician/CAD Designer
Technician/CAD Drafter
Administrative Professional
Clerk/Admin. Assistant/Intern~~



The following items of direct non-salary expenses shall be billed at Gale's cost plus 15%.

1. Transportation and living expenses incurred for out-of-town projects.
2. Laboratory and field equipment directly identifiable to the project and specifically noted in Gale's proposal.
3. Purchase of specialized equipment and rental of equipment from outside vendors.
4. Reproduction of specifications, drawings, reports and photographs beyond what is specifically included in Gale's proposal.
5. Computer services provided by outside vendors.
6. Rental vehicles.
7. Contractor and sub-consultant services.
8. Federal Express and Priority Mail costs when requested by the client.

Fees for expert testimony at pre-trial conference, deposition, hearing, trial, or any other legal proceeding, including preparation time for any such testimony, will be billed at 1.5 times the hourly rate.

Fees for expedited services authorized will be billed at 1.5 times the hourly rate.

Overtime will be charged for services for more than 8 hours per day, including travel, and all services on holidays, Saturdays, and Sundays. Overtime is charged at a rate of 1.5 times the regular hourly rate.

In the event onsite construction observation services are provided, the minimum charge for an onsite visit will be 4 hours.

This Schedule of Fees will be utilized for a period of six months from the date of submission unless otherwise provided in the Agreement and is subject to revisions at six-month intervals unless otherwise stipulated in the Agreement.

Reimbursable Expenses

Automobile expenses for personal or company vehicles will be charged at \$0.60 per mile, plus toll charges for travel from Gale's office to the project and return and for travel required in the conduct of work.

EXHIBIT – A

4/8/2024

Position	Bill Rate
Sr. Associate	\$191.00
Sr. Project Manager	\$180.00
Senior Engineer	\$142.00
Project Engineer	\$132.00
Sr. Field Technician	\$107.00
Administrative Assistant	\$78.00



ECS Florida, LLC

Proposal for Firestop Observation

Prepared for Hanson Professional Services Inc.

Orlando International Airport
1 Jeff Fuqua Boulevard, Orlando, Florida 32827

ECS Proposal Number 54:1377-FP

March 22, 2024





ECS Florida, LLC

Geotechnical • Construction Materials • Environmental • Facilities

"One Firm. One Mission."

March 22, 2024

Mr. Jonathan Noordzy
Hanson Professional Services Inc.
2300 Maitland Center Pkwy
Maitland, Florida 32751

ECS Proposal No. 54:1377-FP

Reference: Proposal for Firestop Observation
Orlando International Airport
1 Jeff Fuqua Boulevard, Orlando, Florida 32827

Dear Mr. Noordzy,

ECS Florida, LLC (ECS) is pleased to provide our estimated cost proposal for providing Firestop Observation for the Orlando International Airport project located at 1 Jeff Fuqua Boulevard, Orlando, Florida. The services offered are intended to observe the firestop and document compliance with the construction documents.

A project description is noted in Section 1.1 based on the information available. The proposed scope of services for this project is outlined in Section 2.0, and estimated fees in Section 3.0.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at 407-859-8378 or sstranger-thorsen@ecslimited.com.

Respectfully,

ECS Florida, LLC

Sean Stranger-Thorsen
Facilities Associate II
[sstranger-thorsen@ecslimited.com](mailto:ssstranger-thorsen@ecslimited.com)

Jose Nieves
Building Envelope Department Manager
jnieves@ecslimited.com

2815 Directors Row Ste 500, Orlando, Florida 32809 • T: 407-859-8378

ECS Florida, LLC • ECS Mid-Atlantic LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • ecslimited.com

"ONE FIRM. ONE MISSION."

1.0 PROJECT INFORMATION

1.1 Project Overview

We understand the project consists of the addition to the Orlando International Airport, which is located at 1 Jeff Fuqua Boulevard in Orlando, Florida. The proposed addition is to include a three-story terminal area and a pedestrian bridge. The space will include common areas, offices, and passenger boarding bridges.

The anticipated scope of services for this project is outlined in Section 2.0 of this proposal.

This proposal was requested on a rush basis. Therefore, ECS is not responsible for unforeseen or omitted items that were not apparent or ordered at the time of this proposal. The Client should carefully review our estimates and anticipated number of visits for each scope and determine if this satisfies the client's requested level of ECS involvement and value provided to the project.

1.2 Documents Provided

ECS was provided with the following documents for our review to assist with producing this proposal:

- Terminal drawings and specifications, dated November 1, 2022
- Pedestrian Bridge drawings and specifications dated July 10, 2023

The project schedule has not yet been prepared; however, we have assumed the anticipated project duration for your preliminary budgeting purposes as detailed in the attached estimated cost.

2.0 SCOPE OF SERVICES

Firestop Document Review

The pertinent Contract documents (plans, specifications, reports, etc.) and Sub-Contractors' project shop drawings, submittals, RFI's and other Contract Document requirements pertaining to the subject building envelope assemblies will be reviewed by ECS project staff to evaluate observations and testing performed by ECS for compliance with the specification and the architectural drawings. This effort requires a familiarization review at the project onset, and continuous review of documents throughout the project to evaluate the construction compliance with the contract documents. ECS has provided a Project Management budget allowance to account for these efforts throughout the project.

Preconstruction Meetings

ECS will attend and participate in specified preconstruction meetings for firestop installations included in ECS' services noted below, as requested.

Firestop Penetration Inspections

ECS proposes to provide the following scope of firestop penetration and joint system inspection services, in general accordance with ASTM E2174 and E2393. On-site inspections will be performed by an International Firestop Council Third Party Inspector Certificate Holder.

- 1. Review relevant inspection documents accepted by the Approving Authority (AA), which

ECS assumes the (AA) will be the Register Design Professional and the Authority Having Jurisdiction (AHJ) for compliance with ASTM E2174 and E2393. Inspection documents typically include submittals for listed firestop systems and engineering judgments.

- 2. Attendance at a pre-firestop installation meeting to review materials to be used for the installations that meet the requirements of ASTM E2174 and E2393. ECS may also meet with the Fire Marshall or other AHJ officials if requested.

- 3. Provide on-site inspections to verify the following:

1. Inspections to document and verify installation that the firestop systems required by the project documents have been installed. This inspection is typically scheduled per floor after firestop installations are complete and before drywall is installed. (ASTM E2174 and E2393 section 10.8)

2. Inspections in (3.1) above may be combined with post-installation destructive type verification of 2% but not less than one of each type of system for each 10,000 square feet of area per level. Inspection of mechanical joint systems, if any, will be performed during installation for a random 5% of the mechanical installations installed. Firestop systems will be compared to the appropriate submittals of listed firestop designs, engineering judgments, and manufacturer's instructions. Repair of firestop penetration systems and joint systems after post-installation destructive type verification and/or sampling is to be performed by others. Typical repairs include

the replacement of nominal amounts of fire mineral wool and fire sealant. (ASTM E2174 and E2393 section 10.12.2)

3. Alternatively to (3.2), above-site visits may be performed to observe the installation of 10% of firestop penetration systems and 5% of firestop joint systems. Firestop system installations will be compared to the appropriate submittals of listed firestop designs, engineering judgments, and manufacturer's instructions. This method will require coordination with the general contractor and or subcontractors to be present to observe the required number of each type of installation. Typically, multiple visits for multiple sub-contractor installations are required. (ASTM E2174 and E2393 section 10.12.1)

4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies. Documentation will include verification that anticipated fire stopping was installed and that an appropriate percentage was observed/tested. Access to firestop penetration and joint installations, including by aerial man-lift or ladder if required, is to be provided by others.

Fireproofing Inspections and Testing

ECS proposes to provide the following scope of Spray Fire-Resistive Material (SFRM) inspections and testing in general accordance with the current version of ASTM E605 and E736 at the time of this proposal.

1. Attendance at a pre-fireproofing installation meeting to review and discuss project specifications (if required).

2. Provide on-site testing and inspections of the following per floor:

1. Thickness measurements and density testing of SFRM for structural members at the specified frequency (ASTM E605). Density testing will require the removal of a small section of SFRM from the tested location, and replacement (patching) shall be anticipated and is not included in our scope.

2. Adhesion/cohesion testing of SFRM will be performed for structural members at the specified frequency (ASTM E736). Adhesion/cohesion testing may cause the removal of a small section of SFRM from the tested location and replacement (patching) should be anticipated and is not included in our scope. Please note that for adhesion/cohesion testing, a conditioning period per the manufacturer's recommendations should be employed to allow the SFRM to reach a 'dry' condition prior to conducting tests.

3. Provide verbal results to personnel in the field in the event of observed deficiencies. Density testing information will not be available until conditioning of the material has been completed (typically 3-5 days).

4. Submit a report of each daily inspection and testing findings upon completion. Access to fireproofing for beams, joists, decks, or any portions of structural members above safe reaching height from the floor level, including aerial man-lift of a ladder, if required, is to be provided by others.

2.1 Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition is unsafe and our work cannot be completed, the contractor will be notified of the unsafe condition. ECS personnel will not proceed further with the work in that area until the unsafe condition is corrected. ECS is not the competent person on the construction site and must rely on the daily safety inspections of the Contractor's competent individuals of general use items such as temporary walkways, ladders, stairways, barriers and barricades, hole covers, scaffolds, and aerial platform equipment, et al. ECS personnel are provided with the requisite personal fall protection training and equipment; however, we will not be providing and setting up our own anchor points and life lines, etc., and must rely on the contractor(s) to provide the basic means of accessing areas that require personal fall arrest equipment.

2.2 Reporting

You will be issued daily field reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit these reports within a week of site visits. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified, so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services outside the scope of services for the estimated cost.

2.3 Scheduling

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the email address is _54scheduling@ecslimited.com. All scheduling requests must be made 72 hours in advance so that the proper personnel may be scheduled for the required task.

3.0 ESTIMATED COSTS

The total estimated cost for this project is outlined below. This total estimated cost proposal has been prepared for your budgeting purposes. It is the product of careful consideration of the information available to us during the preparation of this proposal. The project schedule has not yet been prepared; however, we have assumed the anticipated project duration for your preliminary budgeting purposes as detailed in the attached estimated cost.

Deviations from the assumed quantities and timeframes detailed in the attached estimate are not included and will be considered an addition to our proposed scope of service. Actual costs may be greater or less than the estimate based on actual quantities that will be calculated using the enclosed schedule of unit rates.

Estimate

Task Description	Quantity	Fee
Project Management and Document Review: Facilities Associate II - 8.0 hrs Principal - 2.0 hrs	Allowance	\$1,128.00
Firestop / Fireproofing Pre-Construction Meeting: Facilities Associate II - 5.0 hrs	1 visit	\$455.00
Firestop Inspection On-Site Visit (includes travel, report time, and 4-hours maximum on-site): Facilities Associate II - 7.5 hrs / visit Facilities Tech. - 6.0 hrs / visit Principal - 1.0 hrs / visit	19 visits	\$24,063.50
	TOTAL ESTIMATED FEE:	\$25,646.50

3.1 Billing and Contract Conditions

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment is rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel, directly related to the project as requested.

The daily unit rates that have been included above will cover the technician's on-site time, travel time and miles, and engineering/administrative services needed for preparing reports. It should be noted that the daily unit rates for the Building Envelope Technicians are based on a maximum of 4 hours of on-site time and associated costs for travel time and mileage. If additional on-site time, beyond 4 hours is needed for observation and testing during a scheduled visit, the costs associated with the additional time will be invoiced in accordance with the applicable unit rates listed below which also take into consideration the previously mentioned expenses.

Should supplemental services be deemed necessary at a later date, they would be invoiced in accordance with these unit rates, or as agreed upon in advance.

DESCRIPTION	UNIT RATE
Principal	\$200.00/hour
Facilities Associate II	\$91.00/hour
Facilities Technician	\$64.00/hour

5.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form on behalf of Hanson Professional Services Inc. and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

If the Client has a Subconsultant Agreement that you wish to execute with ECS that has not been agreed to before, ECS reserves the right to charge for the time required to fully review and negotiate agreeable terms, including fees from ECS' internal Attorney counsel.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form on behalf of Hanson Professional Services Inc. will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form.

6.0 PROPOSAL ACCEPTANCE FORM

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Hanson Professional Services Inc.. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

PROPOSAL ACCEPTANCE FORM (Please Print or Type)	
Project Name	Orlando International Airport
Location	1 Jeff Fuqua Boulevard, Orlando, Florida 32827
Fee Estimate	\$25,646.50

CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Jonathan Noordzy
Proposal Addressee - Company	Hanson Professional Services Inc.
INVOICE INFORMATION Please Print Below if Invoice Addressee is Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address	
Invoice Addressee - City, State, Zip	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

7.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

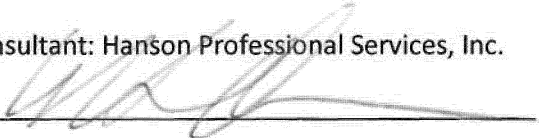
- acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.
- The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

TRUTH IN NEGOTIATION CERTIFICATION

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Aviation Authority, whichever is later.

Consultant: Hanson Professional Services, Inc.

By: 

Print Name: Wade H. Conlan

Date: 3/27/2024

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: April 23, 2024

ITEM DESCRIPTION

Request for Approval of an Amendment to Addendum No. 3 to the Executive Program Management and Oversight Services for Terminal C Programs Agreement with Jacobs Program Management Co. for a No Cost Reallocation to provide Building Envelope Commissioning Services and Firestopping Evaluations for Terminal C Programs (W-S00149), Terminal C ASC Gates 250-253 project (BP-S00195) at the Orlando International Airport

SMALL BUSINESS

The proposed no cost reallocation from NTE Expenses to NTE Fees does not have any impact on the small business participation.