

AGENDA ITEM NO. 5.5

SARASOTA MANATEE AIRPORT AUTHORITY
SEPTEMBER 25, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: PROFESSIONAL PLANNING, ARCHITECTURAL & ENGINEERING SERVICES
CONTRACT FOR THE VEHICLE STORAGE BUILDING MODIFICATIONS PROJECT

EXECUTIVE SUMMARY: The Board selected Prime Engineering as the number one ranked firm at the May 2023 Board meeting to provide professional planning, architectural, and engineering services to plan, design, permit, and provide construction phase services for the Air Cargo and/or Facilities Vehicle Storage Modifications Project. The scope of services has been received and multiple negotiation meetings have occurred. Staff requests approval of the scope with a maximum fee amount, up to \$320,000.00. Final fee will be determined in final negotiations meeting.

NARRATIVE: The Sarasota Manatee Airport Authority (SMAA), henceforth referred to as "Authority", is seeking professional consulting services to provide planning, engineering, architectural design, permitting, bidding, and construction phase services for the modification of Facilities' Vehicle Storage Building to as light maintenance facility. With the recent increases in airline traffic, there is demand for additional air cargo space along with additional space for maintenance of Ground Service Equipment (GSE). This project will modify the Vehicle Storage Building to construct a light maintenance building. The new light maintenance building will allow GSE tenants to be base their operations in this new location, opening additional space in the Air Cargo Building for Airlines.

A detailed scope was prepared by Prime Engineering and was submitted to staff for review. Staff has been unable to negotiate a final fee, however, staff is requesting approval of the scope and a fee amount, up to \$320,000.00. Staff anticipates a final fee less than this amount will be achievable and would like to begin the project prior to the next Board meeting. This project is funded through Authority funds.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute a contract with Prime Engineering in the amount, up to \$320,000.00 with a 10% contingency providing an authorized level of \$352,000.00. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract Scope

**CONTRACT FOR
PROFESSIONAL PLANNING, ENGINEERING & ARCHITECTURAL DESIGN SERVICES
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
PRIME ENGINEERING, INC.**

Project Title: Air Cargo Expansion/Facilities Vehicle Storage Modifications Project

This Contract is made and entered into this 24 day of October 2023 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and PRIME Engineering, Inc. (hereinafter, referred to as the "Consultant"). The Contract is effective on the date of execution by the Authority.

WITNESSETH:

The parties hereto agree that the services to be performed by the Consultant under this Contract, the objectives and conditions of the Contract, the fees to be paid for such services, and the time of performance of this Contract shall be as described below:

Item 1 - Scope of Services

Except as modified by this Contract, the Consultant shall provide services as outlined in attached "Scope of Work".

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Consultant such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates Kent D. Bontrager, A.A.E., P.E., Senior Vice President of Engineering, Planning & Facilities, or designee as its representative, and the Consultant hereby designates Christopher Cash, P.E., VP/Director Facilities & Transportation as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed.
- D. Time of Performance - This contract shall commence on the date signed by the Authority and end June 30, 2024. Any extension of the Contract shall be at the sole discretion of the Authority.
- E. Compensation - The Authority agrees to pay the Consultant a lump sum amount of **\$315,009.00 for professional fees, and a not-to-exceed amount of \$2,553.00 for reimbursable expenses, for a total contract amount of three hundred seventeen thousand, five hundred sixty-two dollars and zero cents (\$317,562.00).**

F. Method of Payment - The Authority shall pay the Consultant for services in Item 1, Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover services performed during the preceding month.

G. Availability of Records –
Books and Records

During the period of this Contract and for three years thereafter, the Consultant shall keep any and all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

- a) Consultants compliance with Contract Requirements, and
- b) Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e. subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

Audits and Inspections

The Consultant's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Consultant shall provide, at its sole cost and expense the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Consultant may at its option transport the Authority audit team to the Consultant's headquarters for purposes of undertaking said audit. In such event, the Consultant shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made as a result of any such audit or inspections of the Consultants' invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of one-half of one percent (.5%) of the total Contract billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. PUBLIC RECORDS LAW, CONFIDENTIALITY:

Vendors should be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality. All proposal documents or other materials submitted by all bidders in response to this bid will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Vendor shall agree to comply with public records laws, and shall, specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
2. Provide the public with access to public records on the same term as and conditions as the Authority would provide the records and at a cost that does not exceed the cost provided in Ch. 119 or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

I. Termination - This Contract may be terminated, in whole or in part, at any time upon not less than 24 hours written notice, by the Authority if the Consultant is in material breach of any of the provisions of this Contract. In the event of such termination, (1) all finished and unfinished documents, data studies, surveys, drawings, maps, and reports prepared by the Consultant pursuant to this Contract shall become the property of the Authority and shall be delivered by the Consultant to the Authority and (2) the Consultant shall be entitled to receive just and equitable compensation for all work satisfactorily completed on such documents and other materials or labor, said compensation to be based on the time and expense records kept in accordance with Paragraph G, provided that such compensation (together with all compensation previously paid under this Contract) shall not exceed the percentage of all work completed times the total compensation established by Paragraph E.

J. Insurance – The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive public liability and property damage insurance in limits of not less than \$1,000,000.00. The Consultant shall furnish automobile liability insurance, and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein. Prior to proceeding

with the services hereunder, the Consultant shall furnish an original Certificate of Insurance evidencing the existence of such insurance coverage. The Authority shall be named as an additional insured on the liability policies.

PROFESSIONAL LIABILITY: The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$200,000. The deductible shall be the responsibility of the Consultant.

This policy must be continued or tail coverage provided for two years after completion of the project.

- K. Assignability – The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority.
- L. Interest of the Consultant – The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Consultant.
- M. Title VI Assurance: Obligations of the Consultant – During the performance of this Contract, the Consultant agrees as follows:
 - 1. To comply with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
 - 2. With regard to the services hereunder, the Consultant shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by Title 49, Section 21.5 of the Federal Regulations.
 - 3. In all solicitations either by competitive bidding or negotiation made by the Consultant in connection with the services to be performed under a subcontract, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations prohibiting discrimination on the grounds of race, color, or national origin.
 - 4. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under this Contract until the Consultant complies,
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.
 - 5. To include the provisions of paragraph L.1 through L.4 above in every subcontract, including Contracts for the procurement of materials and leases of equipment.

- N. Licenses and Permits – The Consultant shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to proceeding with the services hereunder, the Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.
- O. Badging Safety and Security (as applicable) - Bidder's officers, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of bidder's officers, invitees, employees, suppliers, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, bidder is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$10 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$50 fee.

Any of bidder's officers or employees who will be required to drive inside secured Airport areas must attend and successfully pass an airport approved driver training program. No vehicle shall be driven on the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven on the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

Item 3 - Miscellaneous

- A. Notices - Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Kent D. Bontrager, A.A.E., P.E.
Senior Vice President, Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

To the Consultant: Christopher Cash, P.E.
Vice President, Facilities & Transportation
PRIME Engineering, Inc.
3715 Northside Parkway, N.W., Bldg. 300, Suite 200
Atlanta, GA 30327

Any notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

- B. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- C. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract - This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act - Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, *et seq.* and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third

person any right of subrogation or action over or against any party to this Contract.

- J. Remedies; Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
- K. Indemnity and Hold Harmless Requirements - Consultant shall indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.
- L. Ownership of Work - At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the services performed under this agreement of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's services under this agreement, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Client's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason, all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any services under this

agreement. Nothing contained in this Agreement shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any rights therein so as to be less in any respect than the Authority would have had in the absence of this Agreement.

- M. Further Assurances – Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this agreement and give effect to the transactions contemplated hereby. This provision will survive termination of this agreement.

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

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

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

BY: _____

Title: Chairman
OR

Title: President, CEO Fredrick J. Piccolo, A.A.E.

CONSULTANT:

PRIME ENGINEERING, INC.

BY: _____

Title: Vice President

WITNESSES as to Authority:

1. _____

2. _____

WITNESSES as to Consultant:

1. _____

2. _____

PRIME ENGINEERING INCORPORATED®

September 21, 2023

Mr. Kent Bontrager
Senior Vice President, Engineering, Planning & Facilities
Sarasota Manatee Airport Authority (SMAA)
6000 Airport Circle, Sarasota, Florida 34243

RE: Response to RFQ-01-2023-ACE
Professional Planning, Engineering, and Architectural Design Services for Air Cargo Expansion and/or
Facilities Vehicle Storage Modifications

Dear Mr. Bontrager:

Prime Engineering, Inc. is pleased to submit this proposal for Architectural and Engineering master planning for 1 of the 3 separate project sites that fall under the overall project defined as the Cargo Expansion and/or Facilities Vehicle Storage Modifications. The three project sites include: the existing vehicle storage building repurpose, the existing maintenance facility, and the new vehicle storage building with small external chemical and product storage building. This proposal is for the Vehicle Storage Building Conversion to a Vehicle Maintenance Shop. For this project, we have included seasoned professionals from Prime Engineering, our sister company, Zyscovich Architects, and by extension the entire Stratus team (common ownership with Prime), including a local office in Tampa. Combined, Stratus has vast resources and knowledge base while acting as a single entity. Under the terms of this proposal, Prime Engineering will provide professional services necessary to accomplish the project scope items as indicated herein. The partners that form Stratus include: Prime Engineering, Incorporated, Austin Brockenbrough & Associates, LLC, Ascent Engineering Group, Zyscovich, LLC, and Morris + Associates.

The Project

Due to recent air service growth and the need for more cargo space, SRQ has enlisted the assistance of Prime Engineering in the master planning and design process. This portion of the project will encompass the modification of the Facilities Vehicle Storage Building, transforming it into a light maintenance building with accompanying office space and bathrooms. The existing building is being used for storage of various items, and originally was purposed for vehicle storage for the airport.

It has been decided by SRQ at this point that the proposed Ex Air Cargo Building Expansion, the existing maintenance building bay expansion, and future vehicle storage building/canopy will be placed on hold and will not be part of the current scope.

Project Scope

As discussed, our scope of services at this phase is to be limited to Architecture and Engineering services, surveying, and geotechnical work to create construction design services for the sites listed above. This proposal is for providing schematic design, construction documents, project specifications, permitting, and bidding services for the collective of each of the building sites included. Construction Administration will be provided under a separate contract or purchase order.

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Air Cargo Expansion and/or Facilities Vehicle Storage Modifications
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Our proposed scope of work includes the following:

1. Field Surveying and SUE Level B Work (see attached survey limits)

a. Existing Vehicle Storage Building

- i. Establish H/V Control: H: VRS & V: RTK GPS or Benchrun
- ii. Topographic Survey within Survey Limits: 50' grid; 800'x500'; 6.6 Ac., Incl. Tree Location. Team will locate/identify living trees within the survey limits with a 4-inch or greater DBH (diameter @ breast height).
- iii. Team will determine site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving within the adjoining rights-of-way or to 10' offsite where accessible
- iv. Determine the location of the road ROW and Airport boundary within the survey limits
- v. Engineering survey including ROW property line identification since we are at the corner of the airport's property.
- vi. Will locate visible aboveground site improvements, utilities and appurtenances including the elevations of pipe inverts on San/Storm Structures: 16+/-'. Underground utilities may be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.
- vii. This survey will include the location of roadway striping and elevations within the adjacent road ROW
- viii. SUE Level B locating and 811 Utility Locating
- ix. Roadway Striping and elevations within the ROW

b. Utility Investigations & Mapping 2 sites

- i. Prime Engineering is to provide the following professional Utility Investigation and Mapping Services in support of the above-named project in accordance with the project limits as indicated on the provided map and site sketch.
- ii. Designating is to indicate the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including electromagnetic, sonic and acoustical techniques. Prime Engineering will provide the following designating services to aid the Client:
 1. Provide equipment, personnel and supplies needed for performing designating services. Colliers Engineering & Design shall determine equipment, personnel and supplies needed to perform these services.
 2. Designate the existing underground utility facilities within the identified area as described in Exhibit 1. Conduct appropriate investigation of site conditions.
 3. Mark the utilities on the ground with spray paint to be surveyed by Colliers Engineering & Design.
- iii. No specialized Traffic Control is anticipated. No Lane Closures are anticipated. Any required traffic control will be billed to Client as a direct pass through;
- iv. Colliers Engineering & Design will provide standard cones and warning signs for any services performed adjacent to roadway areas;
- v. Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior

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- knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify to provide the accurate horizontal location and vertical measurements (a test hole).
- vi. Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. Prime Engineering will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other

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- utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. Prime Engineering Inc. will not be responsible for correcting mistakes made by other locators.
- vii. Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup. Location of existing utilities scanned by ground penetrating radar (GPR) are to be deemed approximate in nature and in no way are to be construed as exact.

2. Geotechnical Study (Boring Map Will be Provided for Review Prior to Field Work)

- a. The objective of our study will be to obtain information concerning subsurface conditions at the project sites in order to base engineering estimates and recommendations. The field investigation program mentioned below has been developed to support design aspects relating to civil, roadway, drainage and structures. In order to meet the preceding objectives, we propose to provide the following services:
- i. Review published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS) and the Soil Survey of Sarasota County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
 - ii. Perform site reconnaissance and coordinate utility clearances with Sunshine State One Call.
 - iii. Perform a geotechnical field study consisting of the following:
 1. Drainage Support
 - a. Perform four (4) SPT borings to a depth of 20 feet
 - b. Perform four (4) hand auger borings to a depth of 5 feet to estimate the SHGWT
 - c. Perform two (2) field permeability (hydraulic conductivity) tests
 - iv. Pavement/Access Drives Near the New Building and Rehab Area
 1. Perform eight (4) hand auger borings to a depth of 5 feet
 - v. Existing Maintenance Building (Rehab)
 1. Perform two (2) pavement cores with DCP testing to a depth of 10 feet.
 - b. Collect groundwater measurements from the boreholes. Estimate the seasonal high groundwater level at select boring locations.
 - c. Visually examine all recovered soil samples in the laboratory and perform appropriate laboratory testing to classify the soils according to the Unified Soil Classification System (USCS).
 - d. Prepare an engineering report in accordance with the request for proposal and the scope of services herein that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.
 - e. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.
 - f. Additional Geotech Items:

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GEOTECH ITEMS					
Asphalt Pavement Corings	EA	2	\$	250	\$ 500.00
Geo Auger Borings- Hand & Truck/Mud Bug	LF	40	\$	11	\$ 448.00
Geo Drill Crew Support Vehicle	DAY	3	\$	270	\$ 810.00
Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	EA	2	\$	360	\$ 720.00
Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	100	\$	6	\$ 625.00
Geo SPT Truck-Mud Bug 0-50 Ft	LF	100	\$	16	\$ 1,550.00
Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	30	\$	10	\$ 309.00
Mobilization Concrete Coring equipment	EA	1	\$	385	\$ 385.00
Soils Lime rock Bearing Ratio (LBR)(FM 5-515)	TEST	1	\$	375	\$ 375.00
Soils Liquid Limit (AASHTO T 89)	TEST	6	\$	61	\$ 366.00
Soils Materials Finer than 200 Sieve (FM 1-T011)	TEST	16	\$	47	\$ 752.00
Soils Moisture Content Laboratory (AASHTO T 265)	TEST	8	\$	17	\$ 136.00
Soils Organic Content Ignition (FM 1 T-267)	TEST	2	\$	46	\$ 92.00
Soils Plastic Limit & Plasticity Index (AASHTO T 90)	TEST	6	\$	70	\$ 420.00

3. Stormwater Planning and Permitting Research Coordination and alternate reviews

- a. **Topographic Surveys** - Site topographic surveys will be reviewed by the Prime Consultant to determine if stormwater can be physically graded and redirected into the master drainage system. EGS will review the conclusion and supporting drawings.

4. Architectural Planning and Engineering Design Plans

- a. Meetings Planned:
 - i. Kickoff (NTP + 1-2 week)
 - ii. Program Validation & Preliminary Schematic Review (Kickoff + 4 weeks)
 - iii. Program Update & Final Schematic Review (Review Meeting + 2 weeks)
 - iv. Submission: Construction Documents (Permit & Bid Pricing) (Review Meeting + 6 weeks)
 - v. Weekly meeting would be internal, unless specifically requested a standing weekly (or bi-weekly) check-in
- b. The current scope of work anticipates the following program elements:
 - i. **Existing Vehicle Storage Building** (multi-tenant renovations):
 - 1. Tenant space for up to five (5) tenant areas, roughly 1,600 SF each with 1 being larger than the others.
 - 2. Tenant spaces to be subdivided by galvanized steel chain-link fencing, to be continuous from floor to underside of roof deck
 - 3. Each tenant space to include one (1) office of roughly 120 SF
 - 4. Each tenant space to include minimum restroom facilities as allowed by Code (unisex toilet or single-user facilities for men and women)
 - 5. Wet pipe F/P system (with fire alarm system).
 - 6. Separate A/C (ductless) for each office space.
 - 7. Electrical service to each bay will be separately metered.
 - 8. Back-up generator to support building.
 - 9. IT/Comm design.
 - 10. Site Programing and verification with survey with concepts to avoid activating any major stormwater treatment needs.
 - 11. Connection of existing Cargo Building parking lot to this site with a single drive connection
 - 12. Water Service Utility Design
 - 13. Sewer Service Line Design For Bathroom additions

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14. Up to 3 Civil Site Concepts based on site constraints with Bluebeam with conversion to CAD after selection edits with client
 15. Site Wall Concepting for grading coordination
 16. Cost estimate takeoffs for estimator up to 2 options
 17. Hydrology Modeling and design will be avoided by reviewing concepts to reduce the need for extensive water quality needs.
- c. Preparation of existing building drawings for use in subsequent planning and design (based on drawings provided by the owner and limited on-site field verification)
 - i. Existing Vehicle Storage Building
 - d. Preliminary research into the anticipated permitting requirements and timelines required for the proposed new construction/renovation projects
 - e. Development of preliminary schematic designs for new and renovated facilities based on programming information to be provided by the client and the anticipated tenants
 - i. The client will provide initial information on tenant-specific requirements (utilities, critical dimensions, operational requirements, etc.) based on preliminary questionnaires to be provided by the design team
 - ii. Program Validation meeting will include further discussion and verification of specific requirements as necessary
 - f. Schematic design documents for each proposed new construction/renovation project will include:
 - i. Concept-level drawings (plans, exterior elevations, and/or key building/wall sections sufficient to clarify design intent and overall scope
 - ii. Narrative description of engineering systems/primary components
 - g. Construction documents for each proposed new construction/renovation project will include:
 - i. Architectural, Structural, Civil/Site, Mechanical, Electrical, Plumbing, and Fire Protection drawings sufficient for permit approval and construction of the proposed work
 - ii. Architectural, Structural, Civil/Site, Mechanical, Electrical, Plumbing, and Fire Protection specifications, in either project manual or drawing note format, sufficient for permit approval and construction of the work proposed
 - h. Permit Submission for each proposed new construction/renovation project, including response to any permit review comments as required
 - i. **Clarifications and exclusions:**
 - i. Scheduled meetings will be teleconferences unless otherwise noted to help the airport reduce overall cost.
 - ii. Existing building drawings will be prepared based on information provided by the owner and limited field verification of key elements; While suitable for planning and preparation of detailed construction documents, these will not constitute ‘as-built’ drawings.
 - iii. Except where otherwise specifically noted, existing building drawings will not reflect any conditions in concealed areas (below slabs, enclosed within chase walls, above ceilings, etc.).
 - iv. Existing building drawings will be primarily for the purposes of identifying architectural and structural elements of the existing buildings, and will only include major components of the following engineering systems:
 1. **Structural:** Layout of primary column grids and framing members only (excluding confirmation of member sizes, engineering evaluation of load capacities, or other details)

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2. **Mechanical:** Primary HVAC equipment, rooftop units, and locations of major supply/return ducts (excluding detailed layouts of ceiling fixtures, ductwork, controls, etc.)
 3. **Electrical:** Location of primary electrical panels, transformers, and other major equipment only (excluding detailed layout of lighting, power outlets, switches, etc.)
 4. **Plumbing:** Location of fixtures and anticipated routing of primary lines only
 5. **Fire Protection:** General identification of systems and locations of primary equipment only (pump room, risers, etc.)
- v. Schematic design work (plans, elevations, etc.) for each proposed new construction/renovation project anticipates preparation of one (1) primary scheme, with only minor adjustments to be incorporated as part of the design development process; if additional alternate schemes or major changes to a developed scheme are requested, these can be provided as an additional service for a supplemental fee.
 - vi. Conceptual cost estimates to be prepared based on schematic designs for each proposed renovation/ construction project, as sufficient to validate rough-order-of-magnitude budget pricing. Each phase design will be updated with a total of 3 main cost estimates.
 - vii. Fire protection drawings (as required) will consist of general design specifications and zoning diagrams only, with detailed design to be provided by a licensed engineer under the contractor's scope of work (to be submitted for approval by the local jurisdiction prior to construction)
 - viii. Permitting for each proposed new construction / renovation project is understood to be submitted and reviewed through a single jurisdiction.
 - ix. Rework of existing plumbing and mechanical systems outside of what is required to tie in existing systems with new systems.
 - x. Specialized design services study, such as LEED or similar is excluded
 - xi. Energy modeling excluded
 - xii. Life Cycle Cost Analysis excluded
5. **Bidding Phase** - Following the Owner's approval of the final design and the most recent statement of probable construction cost, Prime will assist the Owner in obtaining bids and in awarding and preparing contracts for construction. Services for the Bidding Phase include:
- a. Agenda Creation
 - b. RFP Document Preparation and Reproduction support
 - c. Pre-bid meeting, minutes, and paperwork
 - d. Agenda Reproduction
 - e. Bid Evaluation support
 - f. RFI Response and Logging
 - g. Contractor Recommendation Support
 - h. Presentation Assistance
6. **Permitting Documents – 100% Construction Documents**
Prime will initiate preparation of the Permitting Documents for the project upon approval of the 90% progress submittal. Upon receipt of written comments from DAL, Prime will review the comments, prepare responses to those comments, and incorporate agreed-upon comment responses in the Construction

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Documents to complete the Permitting Document Drawings and Technical Specification Documents.

Deliverables will include the following:

- a. Response to 90% progress submittal peer review comments
- b. Drawings – Submittals will include Construction Document drawings developed to a 100% complete level.
- c. 100% complete Technical Specifications
- d. Updated Project Development Schedule – Verification of the program schedule in the form of a detailed project development schedule
- e. Updated Estimate of Probable Construction Costs
- f. Permitting Due Diligence:
 - i. If site-specific topography is consistent with options to shift water management into the master drainage system, evaluate the impact of this action on the remaining quality and quantity capacity available in the South Quad based on the current ledger.
- g. Airport Meetings
 - i. In conjunction with the Prime Consultant, review the options to shift the site runoff into the master drainage system with SMAA during a single meeting. If the impacts are acceptable to the SMAA, review the options with water management regulatory authorities as described below. If the impacts are not acceptable to the SMAA, the project will require stand-alone water management design and permitting which is excluded from this scope but can be added as a negotiated service for additional fees. Following discussions with Southwest Florida Water Management District (SWFWMD) and Sarasota County described in the following two sub-tasks, the comments from those agencies will be discussed with the Prime consultant who will advise the sponsor. Design and permitting activities with the City of Sarasota are specifically excluded from this scope. If the City of Sarasota is jurisdictional over all or part of the existing Vehicle Storage project, water management design and permitting with the City of Sarasota can be added as a negotiated service for an additional fee.
- h. SWFWMD Meeting
 - i. Following the initial meeting with SMAA in item a above, review options to shift the site into the master drainage system or other water management alternates. Comments will be solicited concerning permissibility, regulatory issues, and general concept suggestions for the options or alternates.
- i. Sarasota County Meeting
 - i. Following the initial meeting with SMAA in item a above, review options to shift the site into the master drainage system or other water management alternates. Comments will be solicited concerning permissibility, regulatory issues, and general concept suggestions for the options or alternates
- j. Deliverables
 - i. Meeting agenda for each meeting
 - ii. Meeting minutes from each meeting
 - iii. Confirmation of the permissible water management strategies for each site
- k. Permitting Assistance
 - i. For options that allow shifting of the site or portion of the site into the master drainage system with no more than a ledger adjustment, provide the ledger adjustment and a

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letter modification for project permitting with SWFWMD and Sarasota County. Provide the 25 and 100 year hydraulic gradeline information for the closest EPA SWMM modelled node to the Prime Consultant. Prime Consultant will be responsible for all site grading and drainage design to connect to the system. Prime Consultant will be responsible for complying with any conditions (such as overland flow distance) that may be required by regulatory authorities. Permitting assistance for any alternate that requires site-specific water management design and permitting is excluded in this scope but can be negotiated for an additional fee

1. Exclusions:
 - i. Event or continuous simulation water management quality or quantity modeling. These will be negotiated if shifting the sites into the master drainage system with simple ledger adjustments and letter modifications for permitting are not the preferred or permissible option for a site.
 - ii. Wetland or wildlife studies
 - iii. Water quality or quantity testing or measurement
 - iv. Hazardous materials evaluations
 - v. Coordination with other airport projects that may be ongoing or planned at the airport. Example projects that can impact this include Lot 9 in the industrial development, other undefined projects in the south quadrant, and any changes by undefined projects in basins AS1 and AS2. Basically, we will not combine the permitting for this project with any others, it will be stand alone.
7. **Construction Phase-** Following the award of the construction contract, Prime will support the efforts of the Owner including, if requested, full-time construction administration under a separate contract.

Schedule

We have developed a high level overall schedule of events to take place provided below:

1. Kickoff (NTP + 1 week)
2. Geotech FAA 7460 Submittal (NTP + 2 week)
3. Preliminary Program Validation (NTP + 2.5 weeks)
4. Surveying Field Work (NTP + 10 weeks)
5. Geotech Work (7460 Approval + 6 weeks)
6. Program Update & Preliminary Schematic Review (Item 4 & 5 + 4 weeks)
7. Construction Documents Submitted for Permitting (Item 1-6 + 8 weeks)

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Schedule of Fees

We propose to provide these services for the fixed fees as requested in the RFP and provided below:

Professional Fees	Subtotal	Total
1. Field Surveying and SUE Level B Work (see attached survey limits)		
a. Survey Field Work and CAD Work	\$ 11,840	
b. Utility Investigation & Mapping	\$ 8,750	
c. Civil SUE Coordination	\$ 1,000	
d. Geotechnical Study	\$ 11,267	
e. Stormwater Planning Topographic Study	\$ 1,088	
Subtotal		\$ 33,945
2. Architectural Planning and Engineering Design Plans		
a. Cost Estimates	\$ 12,540	
b. Civil	\$ 36,675	
c. Architecture	\$ 61,030	
d. Structural	\$ 18,355	
e. MEP	\$ 46,480	
f. Project Management	\$ 34,340	
Subtotal		\$ 209,420
3. Bidding Support		
a. Meeting, Coordination Material, RFI Review	\$ 18,325	\$ 18,325
4. Permitting & Stormwater Guidance Planning		
a. EG Solutions Support & Meetings	\$ 22,354	
b. Project Management, Architectural, Civil, and Structural Support	\$ 28,265	
c. MEP Permitting Support	\$ 2,700	
Subtotal		\$ 53,319
5. Expenses		
a. Flights, Parking, Per Diem, & Mileage		\$ 2,553
Total Professional Fees & Expenses		\$317,562

As requested, the fees include standard estimated reimbursable expenses (travel costs, printing, etc.)

Our Rate Schedule and Commercial Terms using the RFP format are provided below for your review.

Rate Schedule and Commercial Terms

See attached

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Staffing Plan

See the original organizational chart previously provided for this project.

We sincerely appreciate the opportunity to continue to work with the Samet Corporation. This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing.

Thank you for considering Prime Engineering, Inc. for this project. We look forward to working with you and are ready to begin work immediately. Please contact us with any questions or comments you may have regarding this proposal.

Sincerely,



Chris Cash, PE
Vice President
Prime Engineering, Inc.

Enclosures: Survey Limits

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Survey Limits

SRQ Air Cargo Rd Vehicle Storage Building Survey Limits 8-30-23

