

AGENDA ITEM NO. 7.1

SARASOTA MANATEE AIRPORT AUTHORITY
MAY 22, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES FOR WEST COMMERCIAL APRON PROJECT

EXECUTIVE SUMMARY: With the significant increases in airline traffic, an expansion of the West commercial concrete apron is required to accommodate additional Remain Overnight (RON) aircraft parking stands. Kimley-Horn designed the west commercial apron project, and it was advertised for bidding. The low responsive bidder for the project was E.O. Koch, and Kimley-Horn will provide construction phase services to support the construction. The negotiated fee for the Construction Phase Services is \$397,695.13.

NARRATIVE: With the significant increases in airline traffic, an expansion of the commercial concrete apron is required to accommodate additional Remain Overnight (RON) aircraft parking stands. The expansion will also accommodate the future terminal expansion project, providing five additional gates for aircraft parking. The project will include construction of a concrete ramp, lighting, markings, drainage improvements, electrical, service road realignment, and new signage.

Kimley-Horn and Associates will provide the construction phase services throughout the 430-calendar day construction duration at a negotiated cost of 397,695.13. Staff has received an FDOT to fund up to 50-percent of the project costs.

RECOMMENDATION: It is hereby recommended that the Board authorize the Chairman to execute a construction phase services contract with Kimley-Horn and Associates in the amount of \$397,695.13, with a 10% contingency for a total budget of \$437,464.00.

ATTACHMENTS: Contract, scope & fee

AMENDMENT NO. 2
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
KIMLEY-HORN AND ASSOCIATES, INC.

Project Title: Construction Phase Services

This contract is made and entered into this 22 day of May, 2023, by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY" and Kimley-Horn and Associates, Inc. hereinafter referred to as the "CONSULTANT." The contract is effective as of this date.

WITNESSETH:

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated June 6, 2022; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the Scope of Services to include additional design for High Mast Lighting dated May 5, 2023;

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

1. Incorporation of Prior Documents: The Agreement for Professional Services, dated June 6, 2022 is made part hereof by reference and hereinafter collectively referred to as the "Agreement".

2. Incorporation of Prior Documents: The Agreement for Professional Services, dated May 5, 2023 is made part hereof by reference and hereinafter collectively referred to as the "Agreement".

3. Scope of Services: The scope of services is amended to incorporate the additional work set forth in attached proposal, which is attached hereto and which is made a part hereof by reference.

4. Compensation: The CONSULTANT'S total amount of compensation for additional services as described in attached proposal is \$397,695.13.


5. Provision for Payment of Additional Services: Payment shall be in an amount equal to the estimated percentage of completion for that task during each billing period on the project times the fee established for that task.

6. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.


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

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



AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

BY: 
Printed Name: Kristin Incrocci
Title: Vice Chairman
OR
Title: President, CEO Fredrick J. Piccolo, A.A.E.

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

BY: 
Printed Name: Scott W. Gilner, P.E.
Title: Senior Vice President

WITNESSES as to Authority:

1. 
2. 

WITNESSES as to Consultant:

1. 
2. 

**SECOND AMENDMENT TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

FEE SUMMARY

Original Contract (June 6, 2022)	\$ 630,151.15
Amendment No. 1 – Add'l Design for High Mast Lighting, May 2023	\$ 22,404.16
Amendment No. 2 – Construction Phase Services, May 2023	\$ 397,695.13
TOTAL:	\$ 1,050,250.44

PROFESSIONAL SERVICES FOR

**WEST COMMERCIAL APRON HARDSTAND EXPANSION
AND SMAA EMPLOYEE PARKING LOT RELOCATION AND
IMPROVEMENTS**

AT

**SARASOTA BRADENTON INTERNATIONAL AIRPORT
(SRQ)**

**Amendment #2 for Post-Design Services During
Construction**

5/4/2023

Project Description and Understanding

The Sarasota Manatee Airport Authority (“SMAA” or “Client”) has requested Kimley-Horn (“KH” or “Consultant”) to prepare this scope of services to provide post-design services during the construction phase of the project entitled “West Commercial Apron Hardstand Expansion and SMAA Employee Parking Lot Relocation and Improvements”, hereafter referred to as the “Project”, at Sarasota Bradenton International Airport (SRQ).

Kimley-Horn is Engineer of Record (EOR) for the SRQ West Apron project, and prepared bid documents for the project, including Plans, Technical Specifications, Front-End Documents, Construction Safety and Phasing Plan (CSPP), Engineer’s Report, and Engineer’s Opinion of Probable Construction Costs. Services provided by Kimley-Horn through Scope Amendment 1 include design and bidding services.

The Sarasota Manatee Airport Authority (SMAA) has requested Kimley-Horn to prepare a proposal for post-design services during the construction phase of the Project as an Amendment to the original scope of work. Scope Amendment 2 will include post-design construction administration services, Quality Assurance (QA) Materials Testing, and services related to project close-out.

The following observations were noted by Kimley-Horn as relevant to developing this scope of services:

Project Location, Applicable Standards, and Assumed Permitting Authorities:

- The Project shall be located within the general vicinity depicted in Figure 1, which is located within SMAA property
- FAA Standard Specifications - Airside Civil Design/Construction Specifications, Airside Electrical Design/Construction Specifications, FAA Standard Contract Provisions. Consideration will be given to using FDOT standard materials where applicable, such as on vehicle service roads and parking lots.
- Sarasota County - Landscaping, Parking Lot Layout requirements, and Site Permit
- Southwest Florida Water Management District (SWFWMD) – Stormwater Permitting
- Manatee County – Utilities Requirements
- FPL - Utilities Requirements
- NFPA – Fire Protection requirements, Requirements for Aircraft Fueling Aprons
- SMAA Security and IT Standards as Applicable

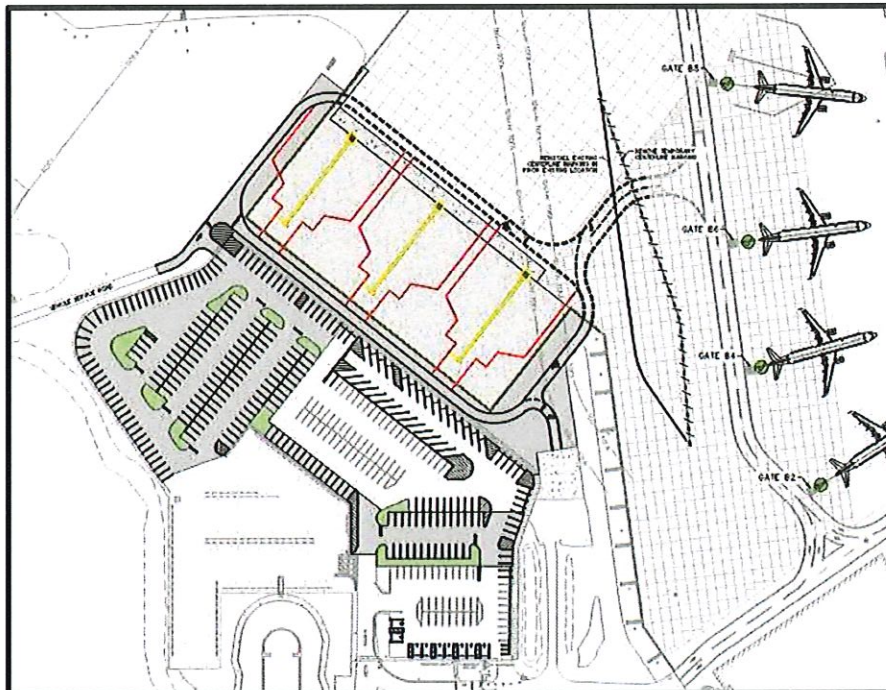


Figure 1 – SRQ West Commercial Apron Hardstand Expansion and SMAA Employee Parking Lot Relocation and Improvements

Team

The professional services will include general items of work with the following breakdown of services between design team members.

Kimley-Horn and Associates:

- Engineer of Record/Lead Design Consultant
- Post-Design Services During Construction
- Project Closeout Documentation

Tierra, Inc.:

- Owner's Quality Assurance (QA) Materials Testing

Proposed Project Schedule

Services performed by KH under Amendment #2 are generally assumed to begin following SMAA's issuance of the Notice of Proceed (NTP) to the construction Contractor. KH's services will remain in place for the duration of construction, assumed to be 430 calendar days following SMAA's issuance of the Contractor's Notice to Proceed to Contractor's achievement of substantial completion. It is assumed up to 60 calendar days will be required for project close-out documentation activities following the Contractor's achievement of substantial completion of construction. KH's services may extend beyond the durations stated above, if required and as requested by SMAA, for additional fee.

Anticipated Notice to Proceed	Approx. July 2023
Task 1 - Services During Construction Phase	Approx. 430 calendar days beginning at Contractor's Notice to Proceed (NTP) to Construction Substantial Completion
Task 2 – Services Following Substantial Completion of Construction	Approx. 60 Days beginning at Construction Substantial Completion to Project Closeout
Task 3 – Owner's Quality Assurance (QA) Testing	As required beginning at Contractor's Notice to Proceed (NTP) to Construction Substantial Completion

Scope of Services**Task 1 – Services During Construction Phase**

Following Contractor Notice to Proceed, KH will perform the services detailed under Task 1.

KH shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall KH have any authority or responsibility to stop or direct the work of any contractor. KH's visits will be for the purpose of endeavoring to provide Sarasota Manatee Airport Authority a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by KH. KH neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the Contract Documents.

- 1.1 Conformed Documents Production** – KH will compile the Conformed Plans and Specifications for use in construction. The Conformed Plans and Specifications will incorporate any changes to the Plans and Specifications made throughout the bidding phase of the Project through the issuance of addenda. Conformed Documents will be issued in .pdf format to SMAA.
- 1.2 General Administration of Construction Contract** – KH will coordinate with SMAA and act as their representative as provided in the Contract Documents; General administration is inclusive of managing the team's subconsultants.
- 1.3 Clarifications and Interpretations** - KH will respond to reasonable and appropriate Contractor requests for information (RFIs) made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders or direction authorizing variations from the Contract Documents will be made by SMAA.

KH will, if requested by SMAA, render written decision on claims of SMAA and Contractor relating to the acceptability of Contractor's work or the interpretation of the Contract Documents. In rendering such decisions, KH shall be fair and not show partiality to The SMAA or Contractor and shall not be liable in connection with any decision.

- 1.4 Change Orders** - KH may recommend Change Orders to SMAA and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. SMAA will authorize Change Orders authorizing variations from the requirements of the Contract Documents.
- 1.5 Shop Drawings and Samples** - KH will review Shop Drawings and Samples and other data which Contractor is required to submit per the Conformed Contract Documents. Such reviews will be conducted to provide limited commentary regarding the Shop Drawing or Sample's conformance with the information given in the plans and specs. Such reviews will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

KH will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state, local government entities and SMAA.

- 1.6 Meeting Attendance** – KH will attend up to thirty-two (32) regularly held progress meetings during the construction phase of the Project. KH anticipates meetings will be of one (1) hour duration. Seventeen (17) of the meetings are to be attended virtually (MS Teams, Zoom, or similar virtual conferencing platform), while fifteen (15) of the meetings are to be attended in-person. In-person meeting attendance will coincide with site visits specified under Task 1.7.

Preparation of meeting materials, including agendas, sign in sheets, meeting minutes, and meeting facilitation are excluded from KH's scope of services for Task 1. SMAA will facilitate project progress meetings, including preparation of meeting materials, agendas, sign in sheets, and meeting summaries.

- 1.7 Site Visits** – KH will conduct fifteen (15) site visits within the estimated duration of construction to observe the progress of the work for elements of the Project. Each site visit is assumed to encompass four (4) hours including travel. Site visits within this scope of services will coincide with in-person meeting attendance under Task 1.6. Additional site visits may be conducted at the request of SMAA for an additional fee.

Observations will not be exhaustive or extend to every aspect of the Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, KH will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents and keep SMAA informed of the general progress of the work.

KH will not supervise, direct, or control the Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work, or for failure of the Contractor to comply with laws. KH does not guarantee any Contractor's performance and has no responsibility for the Contractor's failure to perform in accordance with the Contract Documents.

KH will recommend to SMAA that the Contractor's work be disapproved and rejected while it is in progress if KH believes that such work will not produce a completed Project that generally conforms to the Contract Documents

- 1.8 Substantial Completion Site Visit** - KH will, when requested by the Contractor and SMAA, in company with SMAA and the Contractor, conduct one (1) site visit to determine if work elements of the Project are substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Task 2 – Services Following Substantial Completion of Construction

- 2.1 Final Notice of Acceptability of the Work** - KH will conduct one (1) final site visit to determine if the completed work elements of the Project are generally in accordance with the Contract Documents and the final punch list so that KH may recommend final payment to Contractor. KH shall provide a notice to SMAA that the completed work elements of the Project are generally in accordance with the Contract Documents to the best of KH's knowledge, information, and belief based on the extent of its services and based upon information provided to KH upon which it is entitled to rely.
- 2.2 Record Drawings** - KH will prepare record drawings for submittal to SMAA within 60 business days of receipt of acceptable as-built drawings from the Contractor in accordance with Contract Documents. Record Drawings will incorporate all plan modifications made through substantial completion of construction as affected by RFIs, ESIs, and Change Orders. KH shall not transpose or otherwise incorporate the Contractor's as-built drawings, field markups, sketches, or surveys into the Record Drawings. Such items will be attached as an appendix to the Record Drawing plan set. KH will submit the Record Drawings plan set to SMAA in .pdf format.
- 2.3 Project Close Out Documentation** – KH will prepare project closeout documentation as required by FDOT, as current at the time of this amendment's execution, summarizing compliance with funding agency requirements. Closeout documentation is expected to summarize project costs, modifications or changes to the project following construction contract award, summarize materials testing results, and document SMAA's acceptance of the Project.

Task 3 – Owner's Quality Assurance (QA) Materials Testing

Please refer to the attached scope of work from Tierra, Inc. for Owner's Quality Assurance (QA) Materials Testing to be completed.

Additional Services Presently Excluded and Assumptions

Any services not specifically noted above are excluded from this scope of services. Services below excluded from this scope of services; however, they can be added at the discretion of SMAA for an additional fee:

- Design, Permitting, and Bidding Services
- Site inspection or Resident Project Representative (RPR) services – It is assumed that SMAA will perform all duties of the RPR where specified within the Contract Documents.
- Certification of Contractor Pay Applications or accepted bid item quantities
- Review of Contractor Certified Payrolls, DBE Utilization Compliance, or other items which may be required to be certified by SMAA for compliance with grants
- Coordinating/scheduling Quality Assuring testing
- It is assumed SMAA will serve as the liaison and principal point of contact between KH and the Contractor
- Survey, Relocation, or Mitigation of threatened, protected, or endangered species
- Environmental Contamination Assessments
- Modifications to FAA Standards
- Categorical Exclusions, Finding of No Significant Impact or Environmental Assessments
- Hard copy reproduction of documents except where specifically noted in this scope of services
- KH assumes that existing electrical infrastructure and circuits are in a condition that will permit the installation of electrical infrastructure required by the Project. It is assumed that no modifications to or work within the Airfield Electrical Vault will be required.
- Redesign as a result of changes to adjacent projects shall be considered additional services.
- Pavement Classification Number (PCN) calculations are excluded.
- Updates to the Airport Layout Plan/FAA AGIS required from this project may be negotiated under a separate task order.

END OF SCOPE OF SERVICES

**FEE SUMMARY - WEST COMMERCIAL APRON HARDSTAND EXPANSION
AND SMAA EMPLOYEE PARKING LOT RELOCATION AND IMPROVEMENTS
(POST-DESIGN SERVICES DURING CONSTRUCTION)**

ATTACHMENT A

Project Fee Proposal - Kimley-Horn Team- Summary Sheet						
West Commercial Apron Hardstand Expansion and SMAA Employee Parking Lot Relocation and Improvements (Post-Design Services During Construction)						
Sarasota Bradenton International Airport (SRQ)						
5/4/2023						
Basic Design Services - Lump Sum	TASK 1	TASK 2	TASK 3	TASK 4	TOTAL	
Kimley-Horn and Associates	\$ 303,334.00	\$ 34,672.84				\$ 338,006.84
Sub Total	\$ 303,334.00	\$ 34,672.84	-	-	-	\$ 338,006.84
Reimbursible Expenses - Not To Exceed						
Kimley-Horn and Associates	\$ 1,139.70	\$ 228.29				\$ 1,367.99
Sub Total	\$ 1,139.70	\$ 228.29	-	-	-	\$ 1,367.99
Other Services - Lump Sum						
Tierra, Inc. (MBE)				\$ 58,320.30		\$ 58,320.30
Subtotal	\$ -	\$ -	-	\$ 58,320.30	-	\$ 58,320.30
TOTAL	\$ 304,473.70	\$ 34,901.13	-	\$ 58,320.30	-	\$ 397,695.13

TASK 2 - SERVICES FOLLOWING SUBSTANTIAL COMPLETION OF CONSTRUCTION

Project Fee Proposal - Kimley-Horn Team		West Commercial Apron Hardstand Expansion and S/4/2023									
Scope/Task		Sarasota Bradenton International Airport (SRO)									
		S/4/2023									
Scope/Task	Chief Engineer	Project Manager	Senior Engineer	Professional Engineer	Engineer	Designer	Secretary /Clerical	Total			
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services: Kimley-Horn and Associates											
<i>Task 2 - Services Following Substantial Completion of Construction</i>											
2.1 Final Notice of Acceptability of the Work		4		4							8
2.2 Record Drawings		8		16					60		84
2.3 Project Closeout Documentation		-10		60							100
					80.00				60.00		192
	Rate \$	250.00	242.02	201.87	174.90	134.93	104.16		74.01		
	Total Burdened Labor \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			12,585.04		13,992.00	8,095.80					34,672.84

EXPENSES

DESIGN EXPENSES - Kimley-Horn						
	Mileage @ \$0.656 per Mile (116 miles/round trip)	Hard Copy Prints (8.5x11) (\$0.12 per copy)	Hard Copy Plots (22x34) (\$6.50 per sheet)	Airfare (Round Trip Assumed at \$400/Trip)	Hotel (Assumed at \$200/Night)	Expenses Subtotal
Task 1 - Services During Construction Phase	\$ 1,139.70			\$ -	\$ -	\$ 1,139.70
Task 2 - Services Following Substantial Completion of Construction	\$ 228.29					\$ 228.29
TOTAL KIMLEY-HORN EXPENSES						\$ 1,367.99