

ORDINANCE NO. 4056

AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1, FOR CONSTRUCTION INSPECTION SERVICES, TO AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND GARVER, LLC (GARVER) FOR MoDOT PROJECT NO. 19-022A-1, THE CLINTON REGIONAL AIRPORT APRON PROJECT – PHASES 2 & 3.

WHEREAS, the City and Garver entered into an Agreement on August 21, 2019, to accomplish a project at the Clinton Regional Airport; and

WHEREAS, the City and Garver now desire to enter into Supplemental Agreement No. 1 to expand the scope of services provided in the original agreement;

NOW, THEREFORE BE IT HEREBY ORDAINED by the City Council of Clinton, Missouri as follows:

1. Supplemental Agreement No. 1 (attached), to the Aviation Project Consultant Agreement with Garver, LLC for Project 19-022A-1, in the amount of One Hundred Ten Thousand Eight Hundred Twenty-two Dollars and Thirty-nine Cents (\$110,822.39) is hereby approved.
2. The Mayor is authorized to execute Supplemental Agreement No. 1 on behalf of the City of Clinton.

This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this 4th day of May, 2021.

Read a second time and passed this 18th day of May, 2021.

ATTEST:


Wendee Seaton, City Clerk


Greg Lowe, Presiding Officer

Ayes - Gene Henry, Roger House, Cameron Jackson,
Carla Moberly, Rick Pereles, Becky Raysik,
Debbie Smith and Daniel Wilson

Nays –

Absent/Not Voting -




Greg Lowe, Mayor

Airport Name: Clinton Regional Airport
 Project No.: 19-022A-1
 County: Henry

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
 CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Clinton, Missouri (hereinafter, "Sponsor") and Garver, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on August 21, 2019, to accomplish a project at the Clinton Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$0	\$8,696.79	\$8,696.79
Max. Fee Payable	\$160,339.49	\$110,822.39	\$271,161.88

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be **150** calendar days. The projected completion date shown on Exhibit VI is now revised to **December 31, 2021**, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **7%** of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete **7%** of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical, Inc. 8248 NW 101 Terrace #5, Kansas City, MO 64153	Quality Assurance Testing	\$31,637.00	\$31,637.00	28.5%

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
N/A		

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 25th day of May, 20 21.

Executed by the Sponsor this 18th day of May, 20 21.

CONSULTANT

By _____

Title Midwest Aviation Leader

SPONSOR

By [Signature]

Title Mayor

ATTEST:

By _____

Title Senior Project Manager

ATTEST:

By [Signature]

Title City Clerk

Approved as to Form:

By _____

Title Senior Aviation Planner

Approved as to Form:

By [Signature]

Title City Attorney

EXHIBIT II - SA1
SCOPE OF SERVICES

1. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the pre-bid meeting and record minutes.
- e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

2. Preliminary

- a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
- b. Develop a **Federal-Construction Observation Program** in accordance with MoDOT requirements.
- c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
- d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

3. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

- a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
- b. Review shop drawings and material certification submittals as provided by the Contractor.
- c. Perform material(s) testing (field and laboratory) as required by the COP.
- d. Respond to field issues throughout the duration of the project.

- e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
- f. Prepare change orders and supplemental agreements necessary for construction of the project.
- g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

3. Project Closeout Phase

- a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
- b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
- c. Prepare and submit to the Sponsor an updated **Airport Layout Drawing (ALD)** showing as-built conditions. All ALP sheets affected by the project will be updated. The sponsor will approve and sign as necessary and forward four (4) full size copies to MoDOT for approval. MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.
- d. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

Clinton Regional Airport
CLINTON, MISSOURI

CONSTRUCTION SERVICES
April 1, 2021

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager - E-6	12	\$ 76.92	\$ 923.04
Civil Engineer - E1	18	\$ 33.00	\$ 594.00
Civil Designer - D-1	109	\$ 30.00	\$ 3,270.00
Office Support - X-1	2	\$ 21.87	\$ 43.74
Resident Project Representative - C-1	480	\$ 31.00	\$ 14,880.00
Aviation Planner - P-1	10	\$ 45.99	\$ 459.90
Total Hours	631.00		
Total Direct Salary Costs			= \$20,170.68

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @	187.44 %	= \$37,807.92
2b FCCM Rate (Optional) @	0.00 %	= \$0.00

3 **SUBTOTAL:**

Items 1 and 2a = \$57,978.60

4 **PROFIT:**

15 % of Item 3 Subtotal = \$8,696.79

Subtotal \$66,675.39 Not to Exceed

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	3000 Miles @	\$0.56 / Mile =	\$1,680.00
b. Meals	60 Days @	\$25.00 / Day =	\$1,500.00
c. Motel	60 Nights @	\$100.00 / Night=	\$6,000.00
d. Computer	0 Hours @	\$0.00 / Hour=	\$0.00
e. Materials and Supplies		=	\$3,330.00

Total Out-of-Pocket Expenses = \$12,510.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. Tsi - Quality Assurance Testing = \$31,637.00 = \$31,637.00 Not to Exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$110,822.39

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

CLINTON REGIONAL AIRPORT
CLINTON, MISSOURI

Exhibit V
CONSTRUCTION SERVICES

April 1, 2021

Classification: Gross Hourly Rate:	Project Manager - E-6 \$254.26	Civil Engineer - E1 \$109.08	Civil Designer - D-1 \$99.17	Office Support - X-1 \$72.29	Resident Project Representative - C-1 \$102.47	Aviation Planner - P-1 \$152.02	Other Costs
1. Bidding: Total = \$4,585.94	0 \$0.00	1.8 \$1,963.44	9 \$892.50	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$1,730.00
2. Project Administration: Total = \$12,750.94	1.0 \$2,542.60	0 \$0.00	8.6 \$8,528.34	0 \$0.00	0 \$0.00	0 \$0.00	(1, 2) \$1,680.00
3. Construction Observer: Total = \$56,685.60	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	480 \$49,185.60	0 \$0.00	(1, 2) \$7,500.00
4. Project Closeout: Total = \$5,162.91	2 \$508.52	0 \$0.00	1.4 \$1,388.34	2 \$144.58	0 \$0.00	1.0 \$1,520.20	(2) \$1,601.27
5. Material Testing Laboratory: Total = \$31,637.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(4) \$31,637.00
TOTAL =	\$110,822.39						

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies

(3) Computer Services
(4) Vendor Services

(5) Other (Identify)

Overhead Rate	Employee Classification	Project Manager - E-6	Civil Engineer - E1	Civil Designer - D-1	Office Support - X-1	Resident Project Representative - C-1	Aviation Planner - P-1
1.87 .44	Hourly Rate	76.92	33.00	30.00	21.87	31.00	45.99
	Total Hours Per Classification	12	18	109	2	480	10



January 24, 2021

Mr. Jason Fuehne, PE
GARVER
7301 W. 129th Street
Overland Park, KS 66213

Re: **Proposal for Construction Materials Testing
Clinton Memorial Airport Apron Replacement
Clinton, Missouri
TSi Proposal No.: KCM21006**

Dear Mr. Fuehne:

TSi Engineering, Inc. (TSi) is pleased to submit this proposal for construction materials testing services to Garver for the Clinton Memorial Airport Apron Replacement project in Clinton, Missouri.

PROJECT DESCRIPTION

The project includes the partial rehabilitation of the current apron located at northern end of Runway 4-22 at the Clinton Memorial Airport in Clinton, Missouri. We understand the rehabilitation will consist of demolition of the existing apron, removal and replacement of unsuitable subgrade material as necessary, fly ash treatment of subgrade material, base rock placement and Portland concrete paving. Small areas of bituminous asphalt pavement will also be placed. We have made assumptions that minor non-pavement structural concrete testing will also be required. Bid Alternate 1 for the apron may also be performed as part of this project.

SCOPE OF SERVICES

TSi will provide one technician for construction materials testing on a primarily full-time basis during earthwork and paving activities. More specifically, TSi will perform the following services:

Mr. Jason Fuehne, PE

GARVER

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EARTHWORK

- Observation of grading activities including subgrades and identify any unacceptable materials or soft zones prior to placement of fill. Observe and test remedial work in unsuitable areas that are found during subgrade evaluations.
- Collect samples of the proposed fill material for standard Proctor, fly ash Proctor and Atterberg limits testing in our laboratory.
- Measure the in-place density and moisture content of compacted fill and base rock material with a nuclear gauge.

CAST-IN-PLACE CONCRETE

- Concrete pavement will be tested on a frequency of one set of flexural beams (two beams per set) for each subplot of concrete placed. Additional non-pavement concrete will be tested on a frequency of one set of compressive strength cylinders (four cylinders per set) for every 50 cubic yards of concrete placed, or for each day's production.
- Observe placement of concrete and complete field testing for slump, air content, unit weight and temperature.
- Prepare flexural and compressive strength test specimens during placement of concrete and complete laboratory compressive strength tests on those samples at the specified times.
- Collect compressive strength test specimens for return to our laboratory.
- Collect contractor obtained concrete cores and perform thickness verification measurements.
- Complete laboratory flexural and strength tests on the concrete beam and cylinder samples. The samples will be transported to TSi's laboratory after initial curing. The specimens will be cured in our laboratory per ASTM C31 until such time that they are designated to be tested.

ASPHALT PAVEMENTS

- Perform field density tests on new asphalt pavement.
- Collect samples of base and surface hot mix asphalt for maximum theoretical Rice specific gravity and Marshall stability and flow laboratory testing.
- Collect contractor obtained asphalt cores and perform asphalt thickness and density verification.

PROJECT MANAGEMENT

- Attend project meetings.
- Provide project management for our scope of services.
- Report the results of our services.

Mr. Jason Fuehne, PE

GARVER

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PROJECT STAFF AND DOCUMENTATION

The on-site construction observation and testing described will be performed by a qualified TSi technician. A project manager from TSi will provide daily supervision of activities and provide engineering support to address specific problems that might arise, as needed. Supervision will consist of reviewing daily field reports, periodic site visits, and daily communication with the technician to determine that construction is being performed in accordance with the project plans, specifications, and good engineering practice. The project manager will also attend occasional project meetings, as necessary.

TSi will document the pertinent data and observations made daily in the field using handwritten forms. After office review, approved final copies of the field reports will be forwarded to the project team. Forms and summary reports will be forwarded by e-mail (PDF format) on a bi-weekly basis. A final report will be provided at the completion of the work. Any problems that arise during construction that are not being addressed in a suitable manner by the contractor or non-compliance with specifications and contract documents will be brought to the attention of the client or their designated representative and the contractor's personnel immediately.

SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on a review of the preliminary schedule and unit quantity estimate, provided to us on January 20, 2021. Our fees provided herein are based on this preliminary schedule and quantity estimate. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full time basis, with additional TSi personnel scheduled when necessary for concrete paving activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. All requests for services should be submitted to Shannon Stafford, (phone 816/599-7965) and should not be scheduled through our field personnel. We have made assumptions that some overtime shifts will be required during this project. Should additional overtime shifts be required, our estimated total fee may change.

We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

Mr. Jason Fuehne, PE

GARVER

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FEE

TSi's services for the project will be provided on a unit fee basis. Based on the scope of services described herein, our estimated fee is:

\$21,434.00 – Apron Replacement

\$10,203.00 - Bid Alternate 1

The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

If overtime is required due to the contractor's schedule, an additional fee of 50% of the technician's hourly rate will be billed. We may not be aware of additional overtime issues prior to their occurrence.

LIMITATIONS

TSi will perform only those services described herein and only when requested by you. Garver and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

Mr. Jason Fuehne, PE

GARVER

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CLOSURE

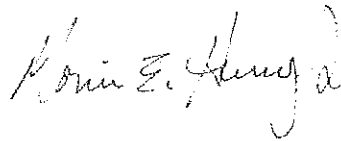
If this proposal and the attached Terms and Conditions are acceptable to you, please sign in the space provided below and return one copy to us. We sincerely appreciate the opportunity to present this proposal to you for your consideration. Please call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,

TSI GEOTECHNICAL, INC.



Shannon Stafford
Area Manager



Morris Hervey
Principal

Attachments: Unit Fee Schedule and Fee Estimate
Terms and Conditions

Accepted by:

GARVER

Printed Name

Date

Signature

Title

NOTE: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

**Construction Materials Testing Services
Clinton Memorial Airport Apron CMT
Clinton, Missouri
Unit Fee Schedule
KCM21006**



Valid for work completed prior to December 31, 2022

Quantities are based on work schedule estimated in the proposal.

	Unit Cost		Qty	Estimated Amount
<u>Personnel/Labor</u>				
Senior Engineer II	\$ 153.00	hour	3	\$ 459.00
Construction Services Manager	\$ 95.00	hour	16	\$ 1,520.00
Technician III/Staff Engineer I	\$ 64.00	hour	160	\$ 10,240.00
Technician III/Staff Engineer I - Overtime	\$ 96.00	hour		\$ -
Nuclear Density Gauge Usage	\$ 21.00	day	10	\$ 210.00
Trip Charge (mileage and technician time)	\$ 300.00	day	20	\$ 6,000.00
			subtotal	\$ 18,429.00
<u>Laboratory Testing</u>				
Standard Proctor - Fly Ash Treated Soil	\$ 180.00	each	2	\$ 360.00
Standard Proctor - Soil	\$ 180.00	each	2	\$ 360.00
Atterberg Limits	\$ 70.00	each	4	\$ 280.00
Gradation - Aggregate	\$ 75.00	each	2	\$ 150.00
Flexural Strength Concrete Beams	\$ 50.00	each	16	\$ 800.00
Concrete Core Thickness	\$ 20.00	each	16	\$ 320.00
Compressive Strength of Concrete Cylinders	\$ 20.00	each	20	\$ 400.00
Asphalt Maximum Theoretical Rice Spec. Gravity	\$ 125.00	each	1	\$ 125.00
Asphalt Marshall Stability and Flow	\$ 130.00	each	1	\$ 130.00
Asphalt Core Thickness	\$ 20.00	each	4	\$ 80.00
			subtotal	\$ 3,005.00
			Total Fee Estimate	\$ 21,434.00

General Notes

1. Field testing of fill density and moisture, concrete slump, air content and temperature is included in the hourly rate.
2. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
3. TSi can provide fees for services and testing not listed above upon request.

**Construction Materials Testing Services
 Clinton Memorial Airport Apron CMT Bid Alternate 1
 Clinton, Missouri
 Unit Fee Schedule
 KCM21006**



Valid for work completed prior to December 31, 2022

Quantities are based on work schedule estimated in the proposal.

	Unit Cost		Qty	Estimated Amount
<u>Personnel/Labor</u>				
Senior Engineer II	\$ 153.00	hour	1	\$ 153.00
Construction Services Manager	\$ 95.00	hour	8	\$ 760.00
Technician III/Staff Engineer I	\$ 64.00	hour	80	\$ 5,120.00
Technician III/Staff Engineer I - Overtime	\$ 96.00	hour		\$ -
Nuclear Density Gauge Usage	\$ 21.00	day	5	\$ 105.00
Trip Charge (mileage and technician time)	\$ 300.00	day	10	\$ 3,000.00
			subtotal	\$ 9,138.00
<u>Laboratory Testing</u>				
Standard Proctor - Fly Ash Treated Soil	\$ 180.00	each	1	\$ 180.00
Standard Proctor - Soil	\$ 180.00	each	1	\$ 180.00
Atterberg Limits	\$ 70.00	each	2	\$ 70.00
Gradation - Aggregate	\$ 75.00	each	1	\$ 75.00
Flexural Strength Concrete Beams	\$ 50.00	each	8	\$ 400.00
Concrete Core Thickness	\$ 20.00	each	8	\$ 160.00
			subtotal	\$ 1,065.00
			Total Fee Estimate	\$ 10,203.00

General Notes

1. Field testing of fill density and moisture, concrete slump, air content and temperature is included in the hourly rate.
2. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
3. TSi can provide fees for services and testing not listed above upon request.