

Bill No. 2021-05

ORDINANCE NO. 4057

AN ORDINANCE OF THE CITY OF CLINTON REGARDING AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION (COMMISSION) PROVIDING FOR CONSULTANT CONSTRUCTION INSPECTION SERVICES.

WHEREAS, the City and Commission entered into an Agreement, for Project No. 19-022A-1, executed by the City on September 9, 2019, and executed by the Commission on September 12, 2019, for grant funds in the amount not to exceed \$144,305.00 for design services for Apron Reconstruction Phases two through Six; and

WHEREAS, the parties wish to increase funding to cover the costs of Apron Reconstruction Phases Two and Three;

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

1. The Mayor is authorized to execute Amendment #1 to Project No. 19-022A-1 with the Missouri Highways and Transportation Commission, in an amount not to exceed Six Hundred Thirty-Eight Thousand Fifty-Six Dollars and Zero Cents (\$638,056.00).
2. The City commits local matching funds not to exceed Fifteen Thousand Three Hundred Forty Dollars and Zero Cents (\$15,340.00).
3. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Clinton
Project No: 19-022A-1
Airport Name: Clinton Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clinton (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on September 9, 2019, and executed by the Commission on September 12, 2019, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Forty-Four Thousand Three Hundred Five Dollars (\$144,305) to the Sponsor to assist with Design Apron Reconstruction Phases Two Through Six; and

WHEREAS, the Commission previously approved funds for Design Apron Reconstruction Phases Two Through Six and Construct Apron Reconstruction Phases Two and Three; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design Apron Reconstruction Phases Two Through Six and Construct Apron Reconstruction Phases Two and Three.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design Apron Reconstruction Phases Two Through Six and Construct Apron Reconstruction Phases Two and Three.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Six Hundred Thirty-Eight Thousand Fifty-Six Dollars (\$638,056) for subject to the following conditions:

(A) The amount of this grant stated above represents One Hundred Thirty-Eight Thousand Fifty-Six Dollars (\$138,056) at ninety percent (90%)

of eligible project costs and Five Hundred Thousand Dollars (\$500,000) at one hundred percent (100%) of eligible project costs.

(B) The Sponsor shall provide matching funds of not less than Fifteen Thousand Three Hundred Forty Dollars (\$15,340) toward the project in addition to those previously committed by the Sponsor in the Original Agreement. The amount of matching funds represents ten percent (10%) local match for the funds being granted at ninety percent (90%) of eligible project costs.

(C) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(D) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before July 1, 2021, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of September 30, 2020, will be extended to December 31, 2022, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

(2) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(3) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans

and specifications.

(4) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(5) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(6) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(7) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(8) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate

included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(9) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(10) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(11) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(12) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(13) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(14) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(15) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

(16) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

(A) Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

(B) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

(C) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- a. Location of all runways, taxiways, and aprons;
- b. Dimensions;

- c. Types of pavement; and
- d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three years.

b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

(D) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- 1. Inspection date;
- 2. Location;
- 3. Distress types; and
- 4. Maintenance scheduled or performed.

(E) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(17) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

(18) PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to:

- (A) Furnish a construction management program to the Commission

prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and/or Commission specifications. The program must include at a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

(B) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

(C) Failure to provide a complete report as described in Subparagraph (B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

(D) The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(19) REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the Commission that it has made adequate provisions for financing airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for three fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the grant assurances

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of 2021-05-27 | 2:34 PM CDT, 20____.

Executed by the Commission this ____ day of 2021-06-01 | 6:37 PM CDT, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

DocuSigned by:
Eric E. Schroeter
5F866FE0D29E499...

Title Assistant Chief Engineer

DocuSigned by:
Ronda Hester
A4666CD7996249B
Secretary to the Commission

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EF9E5407...
Commission Counsel

CITY OF CLINTON

DocuSigned by:
By Greg Lowe
DE5639007A004D2...

Title Mayor

DocuSigned by:
By Wendee Seaton
85378ED3930140D...

Title City Clerk/Finance officer

Approved as to Form:

DocuSigned by:
Doug Harris
603E402AC38C454...

Title City Attorney

Ordinance No. _____
(if applicable)



CERTIFICATE OF SPONSOR'S ATTORNEY

I, Douglas Harris, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF CLINTON

Douglas R. Harris
Name of Sponsor's Attorney (typed)


Signature of Sponsor's Attorney

Date 5-19-2021