

Bill No. 2021-26

ORDINANCE NO. 4077

AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 2, 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 entered into Supplemental Agreement No. 1 on May, 25, 2021; and

WHEREAS, the City and Garver find it necessary to enter into Supplemental Agreement No. 2 to complete Phases 2 & 3 of the Airport Apron Project;

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

1. Supplemental Agreement No. 2 (attached), to the Aviation Project Consultant Agreement with Garver, LLC for Project 19-022A-1, in the amount of Twenty-Eight Thousand Three Hundred Ninety Dollars and Seven Cents (\$28,390.07) is hereby approved.
2. The Mayor is authorized to execute Supplemental Agreement No. 2 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 21st day of December, 2021.

Read a second time and passed this 21st day of December, 2021.



Daniel Wilson, President Pro-Tem

ATTEST:

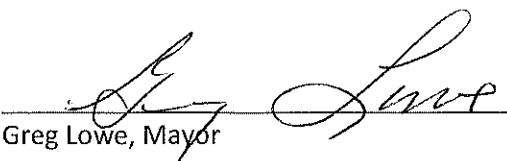
Ayes 7: Gene Henry, Roger House, Cameron Jackson, Carla Moberly, Becky Raysik, Debbie Smith and Daniel Wilson

Nays 0

Absent 1: Rick Pereles



Wendee Seaton, City Clerk



Greg Lowe, Mayor



Airport Name: Clinton Regional Airport
 Project No.: ~~10A15701~~ 19-022A-1
 County: Henry

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2
 CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 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 and Supplemental Agreement No. 1 on May 25, 2021, 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. 2 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. 2 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 – SA2, 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. 2 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	SUPPLEMENTAL AGREEMENT NO. 2	TOTAL
Fixed Fee	\$0	\$8,696.79	\$4,644.79	\$13,341.58
Max. Fee Payable	\$160,339.49	\$110,822.39	\$28,390.07	\$299,551.95

(D) Estimated costs for the services in Supplemental Agreement No. 2 are defined in Exhibit IV – SA2 and Exhibit V – SA2, 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 **35** calendar days. The projected completion date shown on Exhibit VI is now revised to **January 31, 2022**, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 2 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. 2. 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 **0%** of the total Supplemental Agreement No. 2 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete **0%** of the total services to be performed under this Supplemental Agreement No. 2 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

(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. 2 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. 2.

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. 2, 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. 2.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 2 on the date last written below.

Executed by the Consultant this 5th day of JANUARY, 20 22.

Executed by the Sponsor this 22nd day of December, 20 21.

CONSULTANT

By Mah E. Wilke

Title Midwest Aviation Leader

SPONSOR

By [Signature]

Title Mayor

ATTEST:

By [Signature]

Title PROJECT MANAGER

ATTEST:

By [Signature]

Title City Clerk

Approved as to Form:

By [Signature]

Title Project Engineer

Approved as to Form:

By [Signature]

Title City Attorney



EXHIBIT II – SA2
SCOPE OF SERVICES

3. Provide construction administration, on-site construction observation, and material(s) testing per the COP for an additional forty-six (46) calendar days to incorporate Phase 3 construction and additional construction duration of the Contractor:
 - 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

EXHIBIT IV - SA2

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

Clinton Regional Airport
CLINTON, MISSOURI

CONSTRUCTION SERVICES
December 16, 2021

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager - E-6	11	\$ 86.54	\$ 951.94
Civil Engineer - E1	16	\$ 30.60	\$ 489.60
Civil Designer - D-1	0	\$ 30.00	\$ -
Office Support - X-1	0	\$ 21.87	\$ -
Resident Project Representative - C-1	280	\$ 31.36	\$ 8,780.80
Aviation Planner - P-1	12	\$ 45.87	\$ 550.44
Total Hours	319.00		
Total Direct Salary Costs			= \$10,772.78

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @	<u>187.44</u> %	= \$20,192.50
2b FCCM Rate (Optional) @	<u>0.00</u> %	= \$0.00

3 **SUBTOTAL:**

Items 1 and 2a	= \$30,965.28
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4 **PROFIT:**

15 % of Item 3 Subtotal	= \$4,644.79
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Subtotal \$35,610.07 Not to Exceed

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

a. Mileage	500 Miles @ \$0.56 / Mile =	\$280.00
b. Meals	20 Days @ \$25.00 / Day =	\$500.00
c. Motel	20 Nights @ \$100.00 / Night =	\$2,000.00
d. Computer	0 Hours @ \$0.00 / Hour =	\$0.00
e. Materials and Supplies	=	\$0.00

Total Out-of-Pocket Expenses = \$2,780.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. Tsi - Quality Assurance Testing	=	(\$10,000.00)
b. Name of firm: type of work	=	\$0.00
c. Name of firm: type of work	=	\$0.00

= -\$10,000.00 Not to Exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6	= \$28,390.07
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ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

**CLINTON REGIONAL AIRPORT
CLINTON, MISSOURI**

**Exhibit V
CONSTRUCTION SERVICES**

December 16, 2021

Classification: Gross Hourly Rate:	Project Manager - E-6 \$286.06	Civil Engineer - E1 \$101.15	Civil Designer - D-1 \$99.17	Office Support - X-1 \$72.29	Resident Project Representative - C-1 \$103.66	Aviation Planner - P-1 \$151.63	Other Costs
1. Bidding: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00
2. Project Administration: Total = \$6,584.61	11 \$3,146.69	16 \$1,618.40	0 \$0.00	0 \$0.00	0 \$0.00	12 \$1,819.51	(1, 2) \$0.00
3. Construction Observer: Total = \$31,805.46	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	280 \$29,025.46	0 \$0.00	(1,2) \$2,780.00
4. Project Closeout: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(2) \$0.00
5. Material Testing Laboratory: Total = (\$10,000.00)	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(4) (\$10,000.00)
TOTAL =	\$28,390.07						

(1) Mileage, Motel and Meals / (5) Other (Identify)
 (2) Equipment, Materials and Supplies (3) Computer Services
 (4) Vendor Services

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
187.44	Hourly Rate	86.54	30.60	30.00	21.87	31.36	45.87
	Total Hours Per Classification	11	16	0	0	280	12