

ORDINANCE NO. 4091

AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 3, 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 entered into Supplemental Agreement No. 2 on January 5, 2022; and

WHEREAS, the City and Garver find it necessary to enter into Supplemental Agreement No. 3 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. 3 (attached), to the Aviation Project Consultant Agreement with Garver, LLC for Project 19-022A-1, with no change in cost, is hereby approved.
2. The Mayor is authorized to execute Supplemental Agreement No. 3 on behalf of the City of Clinton.

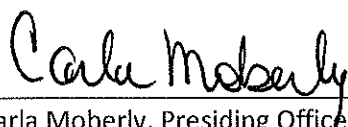
This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this 2nd day of August, 2022.

Read a second time and passed this 16th day of August, 2022.

ATTEST:

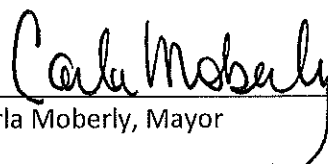

Wendee Seaton, City Clerk


Carla Moberly, Presiding Officer

7 - Ayes: Gene Henry, Roger House, Cameron Jackson,
Martha Nichols, Rick Pereles, Becky Raysik and
Debbie Smith

0 - Nays

1 - Absent: Daniel Wilson


Carla Moberly, Mayor



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

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 3 (FINAL)
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (FINAL) 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, and Supplemental Agreement No. 2 on January 5, 2022, 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. 3 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. 3 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 – SA3, 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. 3 (FINAL) 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	SUPPLEMENTAL AGREEMENT NO. 3	TOTAL
Fixed Fee	\$0	\$8,696.79	\$4,644.79	\$1,069.88	\$14,411.46
Max. Fee	\$160,339.49	\$110,822.39	\$28,390.07	NO CHANGE	\$299,551.95

Proposed Transfer of Unused Material Testing And Expense Costs

	CONTRACT AMOUNT	BILLED TO DATE	DIFFERENCE	PROPOSED
Labor	\$97,669.52	\$97,687.62	\$(18.10)	\$105,890.07
Expenses	\$15,290.00	\$12,793.00	\$2,497.00	\$12,793.00
Material Testing	\$21,367.00	\$15,643.45	\$5,723.55	\$15,643.45
Total	\$134,326.52	\$126,124.07	\$8,202.45	\$134,326.52

(D) Costs for the services in Supplemental Agreement No. 3 (FINAL) shall be transferred from unused materials testing end expense costs. No additional costs are added as part of Supplemental Agreement No. 3 (FINAL).

(3) PERIOD OF SERVICE: This supplemental agreement does not revise Exhibit VI, Performance Schedule, of the Original Agreement or of Supplemental Agreement Number 1 and Supplemental Agreement Number 2.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 3. 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. 3 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete **14%** of the total services to be performed under this Supplemental Agreement No. 3 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 Engineering 1322 Adams St, Kansas City, MO 66103	Material Testing	\$15,643.45	\$15,643.45	14%

(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. 3 (FINAL) 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. 3. 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. 3, 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. 3.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 3 on the date last written below.

Executed by the Consultant this 26th day of July, 20 22.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT

By Mah E. William
Title Midwest Aviation Leader

SPONSOR

By Carla Moberly
Title Mayor

ATTEST:

By [Signature]
Title Project Manager

ATTEST:

By Wendie Seaton
Title City Clerk

Approved as to Form:

By Ryan + Robin
Title Project Manager

Approved as to Form:

By [Signature]
Title City Attorney

EXHIBIT II – SA3
SCOPE OF SERVICES

3. No-cost supplemental agreement to transfer unused fee for materials testing and expenses to cover additional labor required to facilitate warranty items and coordinate with the contractor on the project closeout.