

Bill No. 2023-16

ORDINANCE NO. 4122

AN ORDINANCE APPROVING SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF CLINTON (CITY) AND GARVER, LLC (GARVER) FOR CONSTRUCTION INSPECTION SERVICES FOR THE CLINTON REGIONAL AIRPORT RUNWAY 18-36 PAVEMENT MAINTENANCE PROJECT.

WHEREAS, the City and Garver entered into an Agreement on December 7, 2022, to accomplish a project at the Clinton Regional Airport; and

WHEREAS, the City and Garver agree to the construction inspection services as described in the attached Supplemental Agreement No. 1;

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

1. Supplemental Agreement No. 1 (attached) with Garver, LLC for construction inspection services for pavement maintenance for Runway 18-36, not to exceed Thirty-Seven Thousand One Hundred Eighty-Seven Dollars and Nineteen Cents (\$37,187.19), 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 both times and this 2nd day of May, 2023.



Carla Moberly, Presiding Officer

ATTEST:

6 Ayes: Roger House, Austin Jones, Shelley Nelson, Martha Nichols, Debbie Smith and Daniel Wilson

0 Nays

2 Absent: Gene Henry and Cameron Jackson



Wendee Seaton, City Clerk





Carla Moberly, Mayor

Airport Name: Clinton Regional Airport
 Project No.: 22-022A-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 (hereinafter, "Sponsor") and Garver, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on December 7th, 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. 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		3,962.06	3,962.06
Max. Fee Payable	49,941.00	37,187.19	87,128.19

(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 180 calendar days. The projected completion date shown on Exhibit VI is now revised to 9/30/2023, 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 8.0% 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 13.45% 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 DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
Tsl Geotechnical, Inc 8248 NW 101 Terrace #5 Kansas City, MO 64153	Quality Assurance Testing	\$5,000	\$5,000	13.45%

(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 4th day of May, 20 23.

Executed by the Sponsor this 3rd day of May, 20 23.

CONSULTANT

By *Fred McMillin*
 Title Senior Vice President

SPONSOR

By *Carla Moberly*
 Title Mayor

ATTEST:

By *Josiah R. Williams*
 Title Executive Assistant

ATTEST:

By *Wanda Seaton*
 Title City Clerk

Approved as to Form:

By *[Signature]*
 Title Project Manager

Approved as to Form:

By *[Signature]*
 Title City Attorney



EXHIBIT II - SA1
SCOPE OF SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Construction Observation Program (Non-Paving)** 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.
2. 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. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

CLINTON REGIONAL AIRPORT
CLINTON, MISSOURI

CONSTRUCTION SERVICES
April 3, 2023

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Partner	0	\$0.00	\$0.00
Project Manager	12	68.60	823.20
Project Field Engineer	62	41.79	2,590.98
Construction Observer	100	47.36	4,736.00
Engineering Technician	24	38.60	926.40
Total Direct Salary Costs			= \$9,076.58

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 191.01 % = \$17,337.18

3 SUBTOTAL:

Items 1 and 2a = \$26,413.76

4 PROFIT:

15 % of Item 3 Subtotal = \$3,962.53

Subtotal \$30,376.29 Not to Exceed

5 OUT-OF-POCKET EXPENSES:

a. Mileage	2115 Miles @	\$0.66 / Mile =	\$1,395.90
b. Meals	11 Days @	\$15.00 / Day =	\$165.00
c. Motel	0 Nights @	\$0.00 / Night =	\$0.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies		=	\$250.00

Total Out-of-Pocket Expenses = \$1,810.90 Not to Exceed

6 SUBCONTRACT COSTS:

a. Tsi - Quality Assurance Testing = \$5,000.00

= \$5,000.00 Not to Exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$37,187.19

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

**CLINTON REGIONAL AIRPORT
CLINTON, MISSOURI**

CONSTRUCTION SERVICES

April 3, 2023

Classification: Gross Hourly Rate:	Partner \$0.00	Project Manager \$229.58	Project Field Engineer \$139.86	Construction Observer \$158.50	Technician \$129.18	Other Costs
1. Project Administration: Total = \$7,372.06	0 \$0.00	0 \$1,836.64	24 \$3,356.52	0 \$0.00	16 \$2,086.88	(1) \$112.02
2. Construction Observer: Total = \$20,095.98	0 \$0.00	0 \$0.00	20 \$2,797.10	100 \$15,850.00	0 \$0.00	(1) \$1,448.88
3. Project Closeout: Total = \$4,719.15	0 \$0.00	4 \$918.32	18 \$2,517.39	0 \$0.00	8 \$1,033.44	(2) \$250.00
4. Material Testing Laboratory: Total = \$5,000.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(4) \$5,000.00
TOTAL =		\$37,187.19				

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

- (3) Computer Services
- (4) Vendor Services

- (5) Other (Identify)

Exhibit V - 1

Exhibit V - SAI