

ORDINANCE NO. 4132

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. 23-022A-1, THE CLINTON REGIONAL AIRPORT TERMINAL AND ROAD IMPROVEMENT PROJECT.

WHEREAS, the City and Garver entered into an Agreement on May 5, 2023, 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 23-022A-1, in the amount of One Hundred Forty-Five Thousand Four Hundred Dollars and Zero Cents (\$145,400.00) is hereby approved.
2. The Mayor is authorized to execute Supplemental Agreement No. 1 on behalf of the City of Clinton.

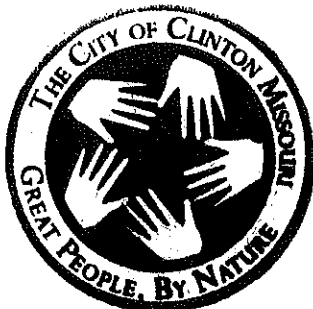
This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this 15<sup>th</sup> day of August, 2023.

Read a second time and passed this 5<sup>th</sup> day of September, 2023.

ATTEST:

  
Wendee Seaton, City Clerk

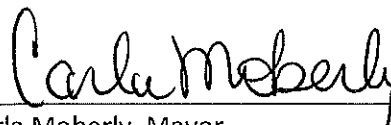


  
Carla Moberly, Presiding Officer

Ayes 7: Gene Henry, Roger House, Cameron Jackson,  
Austin Jones, Martha Nichols, Debbie Smith,  
Daniel Wilson

Nays 0

Absent/Not Voting 1: Shelley Nelson

  
Carla Moberly, Mayor

Airport Name: Clinton Regional Airport  
 Project No.: 23-022A-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 May 5, 2023, to accomplish a project at the Clinton Regional Airport 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 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 9 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        | N/A             | \$15,493.27                  | \$15,493.27  |
| Max. Fee Payable | \$175,200.00    | \$145,400.00                 | \$320,600.00 |

(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 60 calendar days *after completion of construction*. The projected completion date shown on Exhibit VI is now revised to 60 calendar days *after completion of construction*, 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:  
Not Applicable

(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 0.0% 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 4.40% 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,<br>STREET AND<br>COMPLETE MAILING<br>ADDRESS | TYPE OF DBE SERVICE               | TOTAL \$ VALUE<br>OF THE DBE<br>SUBCONTRACT | CONTRACT<br>\$ AMOUNT<br>TO APPLY<br>TO TOTAL<br>DBE GOAL | % OF<br>SUBCONTRACT<br>\$ VALUE<br>APPLICABLE<br>TO TOTAL<br>GOAL |
|---|-----------------------------------|---|---|---|
| TSi Geotechnical<br>Inc.                                    | Geotechnical/Materials<br>Testing | \$5,895.00                                  | \$5,895.00  | 4.05%   |

(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                            |
|-----------------------------|---|---|
| Integrity Engineering, Inc. | 1714 East 10 <sup>th</sup> St.<br>PO Box 700<br>Rolla, MO 65402 | Terminal Building<br>Construction Observation |

(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 11 day of September, 20 23.

Executed by the Sponsor this 6<sup>th</sup> day of September, 20 23.

CONSULTANT

By Fred McMillin

Title Director of Aviation

SPONSOR

By Carla Moberly

Title Mayor

ATTEST:

By Josica R. Williams

Title Executive Assistant

ATTEST:

By Wendy Sate

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 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.
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 (38) and other reports as required by the COP to document the prosecution and progress of the Project.
    1. Full Time RPR for Site Work – 20 Calendar Days @ 40 Hours per week.
    2. Part Time RPR for Building Work – 250 Calendar Days @ 8 Hours per week.
  - 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

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

## Exhibit B

### Clinton Regional Airport (GLY) New Terminal and Entrance Road Rehabilitation

#### FEE SUMMARY

| <b>Title II Service</b>                          | <b>Estimated Fees</b> | <b>Fee Type</b>     |
|--|-----------------------|---------------------|
| Construction Administration                      | \$ 36,600.00          | Cost Plus Fixed Fee |
| On-site Resident Project Representative Services | \$ 88,800.00          | Cost Plus Fixed Fee |
| Materials Testing Services                       | \$ 8,000.00           | Cost Plus Fixed Fee |
| Grant Closeout Services                          | \$ 12,000.00          | Cost Plus Fixed Fee |
| <b>Subtotal for Title II Service</b>             | <b>\$ 145,400.00</b>  |                     |

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN











8248 NW 101<sup>st</sup> Terr #15  
Kansas City, MO 64153  
816.599.7965 (tel)  
816.599.7967 (fax)  
www.tsigeotech.com

July 26, 2023

Mr. Brett Holt, P.E.  
Garver USA  
7301 W. 129<sup>th</sup> Street, Suite 330  
Overland Park, KS 66213

TSi Geotechnical, Inc. (TSi), a certified WBE/MBE/DBE firm, is pleased to submit this unit rate schedule for construction materials testing services to Garver USA for the Clinton Regional Airport Runway Terminal and Parking Lot CMT project in Clinton, Missouri. Materials testing activities will include field density testing of controlled fill and aggregate base material, bituminous asphalt laboratory mat and joint density testing and batch plant observation of operations. Please feel free to 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 E. Hervey, Jr.  
Principal

Attachments: Terms and Conditions  
Unit Fee Schedule

Accepted by:

GARVER USA

Frank Mcillwain  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

09/11/2023  
\_\_\_\_\_  
Date

Director of Aviation  
\_\_\_\_\_  
Title

PROFESSIONAL SERVICE SINCE 1989

**Clinton Regional Airport Terminal and Parking Lot CMT  
Clinton, Missouri  
Construction Materials Testing  
TSi Proposal No.: KCM23064  
Unit Fee Schedule**



|  | Unit Cost |      | Qty                       | Estimated Amount   |
|--|-----------|------|---------------------------|--------------------|
| <b><u>Personnel/Labor</u></b>              |           |      |                           |                    |
| Senior Engineer II                         | \$ 150.00 | hour | 1                         | \$ 150.00          |
| Construction Services Manager              | \$ 125.00 | hour | 4                         | \$ 500.00          |
| Technician /Staff Engineer                 | \$ 75.00  | hour | 36                        | \$ 2,700.00        |
| Technician - Overtime (see Notes 2 & 3)    | \$ 112.50 | hour | 9                         | \$ 1,012.50        |
| Administrative                             | \$ 65.00  | hour | 1                         | \$ 65.00           |
| Mileage                                    | \$ 0.75   | mile | 850                       | \$ 637.50          |
|  |           |      | subtotal                  | \$ 5,065.00        |
| <b><u>Laboratory Testing</u></b>           |           |      |                           |                    |
| Asphalt Core Thickness/Mat & Joint Density | \$ 60.00  | each | 6                         | \$ 360.00          |
| Standard Proctor - Soil/Aggregate          | \$ 235.00 | each | 2                         | \$ 470.00          |
|  |           |      | subtotal                  | \$ 830.00          |
|  |           |      | <b>Total Fee Estimate</b> | <b>\$ 5,895.00</b> |

**General Notes**

1. A 3-hour minimum will apply to all field technician services.
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. No overtime surcharge is included in this total fee estimate.
3. We can provide fees for services and testing not listed above upon request.



## TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSI Geotechnical, Inc. (Engineer) services, as described in a separate proposal to the Client:

### AMENDMENTS

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

### COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
  - The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
  - "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
  - The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs.

### TIME OF PAYMENT

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's invoice.

### LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

### WAIVER OF SUBROGATION

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer, Client, or Owner, as appropriate, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

### LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



## TERMS AND CONDITIONS

### LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

### TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

### ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.