

AGENDA ITEM

June 20, 2023

Subject: Municipal Airport Crosswind project - Lochner Construction Services

Department: Administration

This emergency Ordinance will approve the attached Supplemental Agreement No. 1 for Construction Services with H.W. Lochner of Kansas City, Missouri, related to the Crosswind runway project at the Nevada Municipal Airport. The agreement is in the amount of \$195,485.00.

With the rescheduling of the first Council meeting from July 4, 2023, to July 11, 2023 we are unable to meet the Grant providers deadline for project award. This agreement is deemed an emergency so we can respond promptly to the grant providers.

Manager Notes:

- This project is funded through MoDot and FAA with the city responsible for a 5% match. Preliminary figures show our match is about \$135,000 for a 2.7 million dollar project. Our match will come from a Statewide Transportation Assistance Revolving (STAR) Fund that has a very low interest and is paid back over a 10-year period.
- On June 6, 2023, City Council approved the Base Bid plus Alternate Number 2 and Alternate Number 3 from Emery Sapp and Sons for the Reconstruction of Runway 13-31 and stripping of Runway 2-20 in the amount of \$2, 482,488.83.

BILL NO. 2023-041

ORDINANCE NO.

**AN EMERGENCY ORDINANCE OF THE CITY OF NEVADA, MISSOURI,
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH H.W. LOCHNER,
INC. OF KANSAS CITY, MISSOURI, FOR CONSTRUCTION SERVICES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI,
THAT:**

Section 1. The aviation project consultant agreement attached hereto as Exhibit “A” and incorporated herein by reference, between the City of Nevada and H.W. Lochner, Inc., of Kansas City, Missouri, is hereby approved.

Section 2. The Council finds and declares that this Ordinance constitutes an emergency by reason of time constraints for the Project award,

Section 3. The City Manager is hereby authorized and directed to execute the attached agreement and documents relating to the Nevada Municipal Airport Crosswind project.

Section 4. The City Clerk is hereby authorized and directed to seal and attest the attached agreement.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada Missouri, this 20th day of June, 2023.

(seal)

KENDALL VICKERS, MAYOR

ATTEST:

CYNTHIA DYE, CITY CLERK

Airport Name: Nevada Municipal Airport
Project No.: 21-082A-3
County: Vernon

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Nevada, Missouri (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on February 21st, 2023, to accomplish a project at the Nevada Municipal 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 (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 (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	\$6,931.25	\$16,350.95	\$23,282.20
Max. Fee Payable	\$53,600.00	\$195,485.00	\$249,085.00

(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 80 calendar days. The projected completion date shown on Exhibit VI is now revised to 90 Calendar Days beyond Construction Project Final Acceptance, 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 7.0% 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 7.0% 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 TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical Inc, 8248 NW 101 st Terr #5 Kansas City, MO 64153	Materials Testing	\$49,985.00	\$49,985.00	100%

(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
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

(6) **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, or 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 5th day of June, 20 23.

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

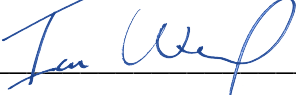
CONSULTANT

By 
 Title VP, Office Manager

SPONSOR

By _____
 Title _____

ATTEST:

By 
 Title Civil Engineer

ATTEST:

By _____
 Title _____

EXHIBIT II – SA1
SCOPE OF SERVICES

C. CONSTRUCTION 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 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. Estimated lots of acceptance testing is included with Exhibit IV-SA1.
 - 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. Red-line existing Airport Layout Drawing to incorporate as-built conditions associated with this project. 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.
- d. Provide MoDOT with all closeout documents as required for project final acceptance.

Exhibit IV-SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

**BASE BID
RECONSTRUCT RUNWAY 13-31 AND APRON CONNECTING TAXIWAY, INSTALL UNDERDRAINS
ADD ALTERNATE NO. 2
ASPHALT PAVEMENT OPTION
ADD ALTERNATE NO. 3
REMARK RUNWAY 2-20**

80 CALENDAR DAY CONSTRUCTION

**NEVADA MUNICIPAL AIRPORT
NEVADA, MO**

**CONSTRUCTION SERVICES
June 5, 2023**

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	9	\$75.00	\$ 675.00
Project Manager	94	\$60.00	\$ 5,640.00
Construction Observer II	656	\$40.00	\$ 26,240.00
Airport Planner	2	\$45.00	\$ 90.00
Design Engineer I	128	\$38.00	\$ 4,864.00
Technician	126	\$30.00	\$ 3,780.00
Administrative Asst.	32	\$25.00	\$ 800.00
Total Direct Salary Costs			= \$ 42,089.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 158.99% = \$ 66,917.30

3. SUBTOTAL:

Items 1 and 2 = \$ 109,006.30

4. PROFIT:

15% of Item 3 Subtotal = \$ 16,350.95

Subtotal of Items 3 and 4 \$ 125,357.25 Not to Exceed

5. OUT-OF-POCKET EXPENSES:

a. Mileage	7,200 miles @ \$0.655/mile =	\$ 4,716.00
b. Meals	94 days @ \$59.00/day =	\$ 5,546.00
c. Motel	80 days @ \$98.00/day =	\$ 7,840.00
d. Materials & Supplies		= \$ 2,040.75

Total Out-of-Pocket Expenses = \$ 20,142.75 Not to Exceed

6. SUBCONTRACT COST:

a. Tsi Geotechnical, Inc.: Materials Testing \$49,985.00 Estimated
*See Attached Materials Testing Scope

Total Subcontract Costs = \$49,985.00 Not to Exceed

7. MAXIMUM TOTAL FEE:

Items 3, 4, 5 and 6 \$ 195,485.00 Not to Exceed

ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

**BASE BID
RECONSTRUCT RUNWAY 13-31 AND APRON CONNECTING TAXIWAY, INSTALL UNDERDRAINS
ADD ALTERNATE NO. 2
ASPHALT PAVEMENT OPTION
ADD ALTERNATE NO. 3
REMARK RUNWAY 2-20**

**NEVADA MUNICIPAL AIRPORT
NEVADA, MO**

**CONSTRUCTION SERVICES
June 5, 2023**

Classification:	Principal	Project Manager	Construction Observer II	Airport Planner	Design Engineer I	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$223.38	\$178.70	\$119.14	\$134.03	\$113.18	\$89.35	\$74.46	
<u>C. CONSTRUCTION SERVICES</u>								
1. Preliminary:								
Total =	\$7,500.00	\$223.38	\$2,859.25	\$953.08	\$0.00	\$2,263.57	\$893.52	\$ 307.20
2. Project Administration and Construction Observation:								
Total =	\$172,985.00	\$1,787.03	\$12,509.22	\$76,723.20	\$0.00	\$7,469.79	\$4,646.28	\$ 69,402.73
3. Project Closeout Phase:								
Total =	\$15,000.00	\$0.00	\$1,429.62	\$476.54	\$268.05	\$4,753.50	\$1,042.43	\$ 417.83
TOTAL =	\$195,485.00							

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

Exhibit V-SA1-1

Exhibit V-SA1

NEVADA MUNICIPAL AIRPORT
MODOT Project No. 21-082A-3

QUALITY ACCEPTANCE TESTING PLAN SUMMARY

Specification Item No.: P-155, P-156, P-157, or P-158

Specification Item Description: Treated Subgrade (12")

Estimated Quantity = 17,650 S.Y. 12" Treated Subgrade
 Testing Frequency = Min. 1 test per 1,000 square yards; Assume 18 tests over 5 days

Test Description	Responsibility	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	Testing Lab	ASTM D 698	1 Per Job	1	N/A
Density & Moisture	Lochner	ASTM D 698 ASTM D6938	One Per 1,000 S.Y.	18	95% ASTM D698; 0 to+ 2% Optimum Moisture

Specification Item No.: P-207, P-208, P-209, or P-219

Specification Item Description: Aggregate Base Course (6")

Estimated Quantity = 17,650 S.Y. 6" Aggregate Base Course
 Testing Frequency = Min. 2 tests per 1,200 square yards; Assume 30 tests over 8 days

Test Description	Responsibility	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	Testing Lab	ASTM D 698	1 Per Job	2	N/A
Density & Moisture	Lochner	ASTM D 698 ASTM D6938	Two Per 1,200 S.Y.	30	100% ASTM D698; +/- 2% Optimum Moisture

ADD ALTERNATE NO. 2

Specification Item No.: **P-403**

Specification Item Description: **ASPHALT MIX PAVEMENT SURFACE COURSE**

Estimated Quantity = 2,844 Tons

Per Specification Section 403-6.1b, Lot Size: Standard lot will equal to 1 day's production divided into approximately equal sublots of between 400 to 600 tons, 4 Sublots per Lot.

Assume 6 Lots*

Test Description	Responsibility	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance Criteria
Sampling for Air Void Determination	Testing Lab	ASTM D 979 and ASTM D 3665	1 Per Sublot	24	---
Air Voids	Testing Lab	ASTM D 3203	1 Per Sublot	24	≥ 2% and ≤ 5%
Mat Density**	Testing Lab	ASTM D 2726	1 Per Sublot	24	≥ 94%
Joint Density**	Testing Lab	ASTM D 2726	1 Per Sublot	24	≥ 92%
Thickness	Testing Lab	---	1Per Sublot	24	≥ 2 ¾"

* Assume 6 days paving for runway 13-31.

** Contractor will cut the cores necessary for density and thickness determination.

Nevada Municipal Airport Paving CMT
Nevada, Missouri
Construction Materials Testing
TSi Proposal No.: KCM23050
Unit Fee Schedule



	Unit Cost		Qty	Estimated Amount
<u>Personnel/Labor</u>				
Senior Engineer II	\$ 150.00	hour	2	\$ 300.00
Construction Services Manager	\$ 125.00	hour	15	\$ 1,875.00
Technician /Staff Engineer	\$ 75.00	hour	112	\$ 8,400.00
Technician - Overtime (see Notes 2 & 3)	\$ 112.50	hour	60	\$ 6,750.00
Administrative	\$ 65.00	hour	2	\$ 130.00
Mileage	\$ 0.75	mile	6480	\$ 4,860.00
Per Diem	\$ 175.00	day	6	\$ 1,050.00
			subtotal	\$ 23,365.00
<u>Laboratory Testing</u>				
Bituminous Asphalt Bulk Specific/Voids	\$ 950.00	each	24	\$ 22,800.00
Asphalt Core Thickness/Mat & Joint Density	\$ 60.00	each	48	\$ 2,880.00
Standard Proctor - Soil/Aggregate	\$ 235.00	each	4	\$ 940.00
			subtotal	\$ 26,620.00
			Total Fee Estimate	\$ 49,985.00

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.