

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FREDERICKTOWN AND BURNS & MCDONNELL ENGINEERING COMPANY, INC. RELATIVE TO ENGINEERING SERVICES FOR RUNWAY PAVEMENT MAINTENANCE AT THE A. PAUL VANCE FREDERICKTOWN REGIONAL AIRPORT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the A. Paul Vance Fredericktown Regional Airport is in need of runway improvements and maintenance.

WHEREAS, the City has previously entered into an Agreement with Burns & McDonnell Engineering Company, Inc. to engineer the runway pavement maintenance at the A. Paul Vance Fredericktown Regional Airport; and

WHEREAS, the City and said Engineering Company now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have heretofore reviewed Supplemental Agreement No. 1 marked Exhibit "A", attached hereto, and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to enter into said agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, between the City of Fredericktown and Burns & McDonnell Engineering Company, Inc. for the purposes set forth hereinabove together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City enter into said agreement.

Section 2. That the Mayor, and other appropriate City officials, are hereby authorized to execute the agreement in substantially the form as Exhibit A for and on behalf of the City of

Fredericktown, Missouri and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said agreement.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage and approval by the Board of Aldermen and after its approval and execution by the Mayor.

THIS ORDINANCE having been read by title only this 10th day of June, 2024, the Board of Aldermen voted as follows:

Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Reese	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 10th day of June, 2024, the Board of Aldermen voted as follows:


Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Reese	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 10th day of June, 2024, by 5 ayes, 0 nays, 1 abstentions and 0 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: 
Travis Parker, Mayor

ATTEST:


Theresa Harbison, City Clerk

Airport Name: A. Paul Vance Fredericktown
Regional Airport
Project No.: 23-069A-1
County: Madison

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Professional Services During Construction is entered into by the City of Fredericktown, Missouri (hereinafter, "Sponsor") and Burns & McDonnell Engineering Company, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on July 12, 2023, to accomplish a project at the A. Paul Vance Fredericktown 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 17 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 9 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 on the next page:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$40,180.78	\$54,634.00	\$94,814.78
Max. Fee Payable	\$41,519.00	\$58,463.00	\$99,982.00

(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 180 calendar days. The projected completion time shown on Exhibit VI is now revised to 480 calendar days, 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 established goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(5) SUBCONSULTANTS:

(A) The Consultant has not retained any subconsultants for the Professional Services during construction, and 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.

(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 _____ day of _____, 20 ____.

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

CONSULTANT

SPONSOR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

Approved as to Form:

Approved as to Form:

By _____

By _____

Title _____

Title _____

EXHIBIT II - SA1

SCOPE OF SERVICES

A. DESCRIPTION OF SERVICES TO BE PERFORMED:

The Consultant is the "Engineer" as referenced in the Project Manual developed during the design phase of this project.

Consultant has developed the following Scope of Services to perform professional services for the aforementioned project. The Scope of Services is defined as follows:

1. Construction Phase Services Assumptions:

The following assumptions have been established for construction phase services:

- a. The project duration as identified in the Contract Documents indicates the project is to be completed within 21 calendar days from the Contractor's Notice to Proceed.

2. Construction Administration Services – Office Staff:

- a. Develop a Non-Paving Construction Observation Program (COP). This document will outline the general responsibilities of the Sponsor, the Missouri Department of Transportation (MoDOT), Consultant and Contractor. The document will be developed in accordance with MoDOT Aviation Section requirements. As a minimum, the COP will include the following items:
 1. Name of the person representing the Sponsor who has overall responsibility of contract administration for the project and the authority to take necessary actions to comply with the contract.
 2. Listing of qualifications for the Consultant's management team including Project Manager, site observers, laboratory personnel, and testing personnel.
 3. Listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 4. Procedures for confirming that:
 - (a) Tests are taken in accordance with the approved construction observation program.
 - (b) Tests are documented properly.
 - (c) Corrective actions/retesting are taken for failed tests.
 - (d) Quality and quantity of materials meet project requirements.
- b. Attend and chair one (1) preconstruction meeting with the Contractor, Sponsor and MODOT to determine detailed project requirements, budget, schedule, phasing, and other pertinent matters. This meeting will be attended by the Consultant's Project Manager, and Construction Services Team. Meeting minutes will be prepared by the Consultant and distributed to the contact for each attending company.
- c. Provide coordination with the Sponsor to issue a Notice to Proceed. A copy of the Notice to Proceed and contractor final schedule will be forwarded to MoDOT.

- d. Perform shop drawing reviews, material certifications and "Buy American" verifications as received from the Contractor. The Consultant estimates 12 original shop drawings will be reviewed. It is assumed 20% of the initial submittals will need to be resubmitted by the contractor and re-reviewed by the Consultant. It is assumed 2-hours per review (includes administrative processing). As a result, 15 shop drawings are estimated for a total of 30 hours.
- e. Prepare and provide three copies of the Construction Plans and Project Manual for use by the Contractor during construction.
- f. Respond to field issues throughout the duration of the project (21 calendar days – 3 weeks). It is assumed this effort will require 4 hours per week for 3 weeks equating to 12 hours.
- g. Coordinate and review monthly pay estimates and weekly progress reports (field diaries, weather reports, labor reports and equipment reports) as received from the Resident Project Representative.
- h. Coordinate and prepare change orders and supplemental agreements for the duration of the project. This effort assumes 1 of these efforts at 8 hours per effort for the management staff and 2 hours for the Senior Technician for a total of 10 hours. These documents will comply with MoDOT Guidelines.
- i. Coordinate and review weekly test reports.
- j. Project Management: Consultant will provide project management for all phases of construction services throughout the duration of the project. This effort is assumed to require 4 hours per week for a project duration of 3 weeks for a not to exceed total of 12 hours.

3. **Construction Phase Services – (21 calendar days):**

- a. Provide a Resident Project Representative, (RPR) on site for 5 working days a week, for 8 hours per day not to exceed a duration of 120 hours. The RPR will be responsible for the following reporting:
 - i. Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the Sponsor and MoDOT. A photo log showing the progress of the project will also be included. The weekly Reports will be submitted on a weekly basis to the Sponsor and MoDOT.
 - ii. Final Report: At the conclusion of the project, the Consultant shall submit a final quality control report documenting the results of all tests and observations performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The reports shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.

b. Perform periodic site visits for the following activities:

- (1) Trip No. 1: Pavement Marking Layout. This trip will be used to observe and assist the RPR & Contractor during pavement marking layout. This trip will be conducted by the Project Manager. The duration of this trip will be 4 hours, and this effort will not exceed the allotted 4 hours.

4. **Construction Closeout:**

This includes activities for providing a final project walk through, project closeout documentation and creating a record set of drawings conforming to construction records drawings. The specific elements of work include:

- a. Final Project Punch List and Walk Through: The Consultant will prepare the Final project punch list. A final walk through will be performed by the Sponsor, MoDOT (if available) and members of the Consultant's Team.
- b. Engineering Record Drawings: The Consultant will prepare the Conforming to Construction Record drawings of the project. These drawings will be developed from documentation created by the Contractor and Consultant throughout the duration of the project. An electronic (pdf) set of drawings will be provided to the Sponsor and MoDOT for their records.
- c. Final Construction Report: The Consultant will prepare and submit to the Sponsor and MoDOT a final construction report in accordance with the MoDOT Aviation Section requirements. These documents will be provided to MoDOT within 90 calendar days after project final acceptance.

B. ESTIMATED TIME OF COMPLETION: The time to complete the Scope of Services for items identified in Section B of this Scope of Work is estimated at One Hundred Eighty (180) calendar days from the contractor's Notice to Proceed.

END OF SOW

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 C-Services for Runway 1/19 Pavement Maintenance with Bid Alternate
 AE Services: Engineering Consultant
 A. Paul Vance Fredericktown Regional Airport
 BASIC & SPECIAL SERVICES
 June 3, 2024

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal in Charge	2.00	\$ 83.97	\$ 167.94	\$ -	\$ -
Project Manager	97.00	\$ 56.00	\$ 5,432.00	\$ -	\$ -
Staff Civil Engineer	52.00	\$ 48.00	\$ 2,496.00	\$ -	\$ -
Resident Observer	120.00	\$ 48.00	\$ 5,760.00	\$ -	\$ -
Sr. Technician	2.00	\$ 52.88	\$ 105.76	\$ -	\$ -
Total Hours	273.00				
Total Direct Salary Costs			\$ 13,961.70	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	240.27%	\$ 33,545.78			
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	\$ -
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	\$ -

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 47,507.48 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 15.00% \$ 7,126.12 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 54,634.00 \$ - \$ -

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 C-Services for Runway 1/19 Pavement Maintenance with Bid Alternate
 AE Services: Engineering Consultant
 A. Paul Vance Fredericktown Regional Airport
 BASIC & SPECIAL SERVICES
 June 3, 2024

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit					
Travel: Mileage	576.00	Miles	\$ 0.670	\$	385.92	\$	-	
Food: Per Diem	4.00	Per Day	\$ 59.00	\$	236.00	\$	-	
Printing: Dwgs	60.00	Per Sheet	\$ 3.65	\$	219.00	\$	-	
Printing: Reports & Manuals	1,450.00	Per Page	\$ 0.12	\$	174.00	\$	-	
Subtotal				\$	1,014.92	\$	-	\$ -
RPR	No. of Units	Units	Cost/Unit					
Travel: Mileage	2,880.00	Miles	\$ 0.670			\$	1,929.60	\$ -
Food: Per Diem	15.00	Per Day	\$ 59.00			\$	885.00	\$ -
Lodging: Per Diem (incl. taxes)	0.00	Per Day	\$ 107.00			\$	-	\$ -
Subtotal				\$	-	\$	2,814.60	\$ -
Summary of Out of Pocket Expenses: (Not to Exceed)				\$	1,014.92	\$	2,814.60	\$ -

7 SUBCONSULTANTS

N/A				\$	-	\$	-	\$ -
Subtotal (Not to Exceed)				\$	-	\$	-	\$ -

8 MAXIMUM TOTAL FEE

Subtotal				\$	55,648.92	\$	2,814.60	\$ -
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TOTAL (Not to Exceed)						\$	58,463.00
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EXHIBIT IV SUMMARY

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

SUMMARY OF COSTS
 C-Services for Runway 1/19 Pavement Maintenance with Bid Alternate
 AE Services: Engineering Consultant
 A. Paul Vance Fredericktown Regional Airport
 BASIC & SPECIAL SERVICES

June 3, 2024

Principal in Charge	Project Manager	Staff Civil Engineer	Resident Observer	Sr. Technician									
328.58	\$ 219.13	\$ 187.83	\$ 187.83	\$ 206.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.0	77.0	24.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
657.17	\$ 16,873.31	\$ 4,507.90	\$ -	\$ 413.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.0	4.0	0.0	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
-	\$ 876.54	\$ -	\$ 22,539.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.0	16.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
-	\$ 3,506.14	\$ 5,259.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58,463.00													

58,463.00

0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

58,463.00

(3) Computer Services (5) Miscellaneous Items Note: Subconsultant Costs (as used) are identified as a Special Services Task.