

BILL NO. 1955

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A SECOND SUPPLEMENTAL AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. FOR ENGINEERING SERVICES CONNECTED TO CONSTRUCTION PROJECT AT THE AIRPORT.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into a second supplemental agreement with Hanson Professional Services Inc. for engineering services connected to construction project at the airport.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into a second supplemental agreement with Hanson Professional Services Inc. for engineering services connected to construction project at the airport. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2020.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2020.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2020	Vote on Second Reading On _____, 2020
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

1955

Airport Name:	<u>Cuba Municipal Airport (UBX)</u>
Project No.:	<u>19-059A-1</u>
County:	<u>Crawford</u>

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2
DESIGN AND CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 for Design and Construction Services is entered into by the City of Cuba, Missouri, (hereinafter, "Sponsor") and Hanson Professional Services Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on June 18, 2019, to accomplish a project at the Cuba Municipal Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant entered into a Supplemental Agreement No. 1 on September 17, 2019, to accomplish a project at the Cuba Municipal Airport, (hereinafter, "Supplemental Agreement No. 1"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 2 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. 2 are additional services which are beyond the scope of services provided in the Original Agreement and Supplemental Agreement No. 1. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA2, 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. 2 shall be in addition to the cost of the Original Agreement and Supplemental Agreement No. 1.

(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	TOTAL
Fixed Fee	\$5,464.05	\$6,527.84	\$3,344.78	\$15,336.67
Max. Fee Payable	\$43,651.00	\$55,586.00	\$30,276.00	\$129,513.00

(D) Estimated costs for the services in Supplemental Agreement No. 2 are defined in Exhibit IVa - SA2, Exhibit Va - SA2, Exhibit IVb - SA2 and Exhibit Vb - SA2, 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 45 calendar days. The projected completion date shown on Exhibit VI is now revised to 30 days following construction completion, which includes time for performance of all remaining services in the Original Agreement and Supplemental Agreement No. 1 and the services in Supplemental Agreement No. 2 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. 2. 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 0.00% of the total Supplemental Agreement No. 2 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.00% of the total services to be performed under this Supplemental Agreement No. 2 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
N/A	N/A	\$0	\$0	0%

(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. 2 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. 2.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
N/A	N/A	N/A

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 2, 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. 2.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 2 on the date last written below.

Executed by the Consultant this 13th day of August, 20 20.

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

CONSULTANT

By [Signature]

Title Assistant Vice President

SPONSOR

By _____

Title _____

ATTEST:

By [Signature]

Title Executive Assistant

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Approved as to Form:

By _____

Title _____

EXHIBIT II - SA2

SCOPE OF SERVICES

Obstruction Removal: The Sponsor agrees to clear Parcels A-1, A-2, B-1, C, D, E, F, G, H, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13, E-15, as shown on the Exhibit "A" Property Map, of the following obstructions:

Trees

prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the Commission.

1. Additional Design Services

- a. Property deed research and drafting of the City-owned airport property and the City-owned aviation easements surrounding the Cuba Municipal Airport property.
- b. Comparison of the recorded deeds to the existing Exhibit "A" Property Map for the Cuba Municipal Airport.
- c. Reconciliation of conflicts between recorded deeds and the Exhibit "A" Property Map, and establishment of an airport property line drawing, including aviation easement lines, for use in the project design and the project bid documents.

2. Additional Construction Phase Services

- a. Provide additional construction administration, on-site construction observation, and material(s) testing per the Construction Observation Program, in accordance with the Scope of Services listed in Supplemental Agreement No. 1.
- b. The additional services are based on a newly established contract time of 90 calendar days, a net increase of 45 calendar days from Supplemental Agreement No. 1.

EXHIBIT IVa - SA2

DERIVATION OF CONSULTANT PROJECT COSTS

CUBA MUNICIPAL AIRPORT
CUBA, MISSOURI

DESIGN/BIDDING SERVICES
Supplemental Agreement No. 2, August 5, 2020

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Partner	0	\$0.00	\$0.00
Project Manager	1	56.36	56.36
Project Engineer	6	51.05	306.30
Design Engineer	0	35.88	0.00
Structural Engineer	0	0.00	0.00
Electrical Engineer	0	0.00	0.00
Technician	0	41.59	0.00
Draftsperson	26	28.50	741.00
Geologist	0	0.00	0.00
Secretary	1	32.34	32.34
Total Direct Salary Costs			= \$1,136.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @	159.64 %	=	\$1,813.51
2b FCCM Rate (Optional) @	0.46 %	=	\$5.23

3 **SUBTOTAL:**

Items 1 and 2a	=	\$2,949.51
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4 **PROFIT:**

15% of Item 3 Subtotal*	=	\$442.43
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*Note: 0-15% Typical

Subtotal \$3,397.16 Lump Sum Fee

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	\$0.58 / Mile =	\$0.00
b. Meals	0 Days @	\$28.00 / Day =	\$0.00
c. Motel	0 Nights @	\$70.00 / Night =	\$0.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies		=	\$157.50

Total Out-of-Pocket Expenses = \$157.50 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. N/A	=	\$0.00	=	\$0.00 Not to exceed
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7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$3,554.66 Not to exceed

CUBA MUNICIPAL AIRPORT
CUBA, MISSOURI

BASIC AND SPECIAL SERVICES

Supplemental Agreement No. 2, August 5, 2020

Classification: Gross Hourly Rate:	Principal \$0.00	Project Manager \$168.28	Project Engineer \$152.43	Design Engineer \$107.13	Structural Engineer \$0.00	Electrical Engineer \$0.00	Technician \$124.18	Drafter \$85.10	Geologist \$0.00	Secretary \$96.56	Other Costs
A. BASIC SERVICES											
1. Preliminary Phase: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00
2. Design Phase: Total = \$3,549.51	0 \$0.00	1 \$168.28	6 \$914.57	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	26 \$2,212.60	0 \$0.00	1 \$96.56	(1,2) \$157.50
3. Bidding Phase: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00
PART A SUBTOTAL =	\$3,549.51										
B. SPECIAL SERVICES											
1. Property Survey: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
2. Design Survey: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
3. Update ALP: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
4. Land Acquisition Assistance: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
5. Geotechnical: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
PART B SUBTOTAL =	\$0.00										
FCCM Rate =	\$5.23										
GRAND TOTAL =	\$3,554.74										

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Other (Identify)

EXHIBIT IVb - SA2

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

CUBA MUNICIPAL AIRPORT
CUBA, MISSOURI

CONSTRUCTION SERVICES
Supplemental Agreement No. 2, August 5, 2020

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Partner	0	\$0.00	\$0.00
Project Manager	24	56.36	1,352.64
Project Field Engineer	0	51.05	0.00
Construction Observer	170	35.88	6,099.60
Electrical Engineer	0	0.00	0.00
Engineering Technician	0	0.00	0.00
Design Engineer	0	41.59	0.00
Draftsperson	0	0.00	0.00
Geologist	0	0.00	0.00
Secretary	0	32.34	0.00
Total Direct Salary Costs			= \$7,452.24

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @	159.64 %	=	\$11,896.76
2b FCCM Rate (Optional) @	0.46 %	=	\$34.28

3 **SUBTOTAL:**

Items 1 and 2a	=	\$19,349.00
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4 **PROFIT:**

15 % of Item 3 Subtotal	=	\$2,902.35
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Subtotal \$22,285.63 Not to Exceed

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	2580 Miles @	\$0.58 / Mile =	\$1,496.40
b. Meals	30 Days @	\$28.00 / Day =	\$840.00
c. Motel	30 Nights @	\$70.00 / Night =	\$2,100.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies		=	\$0.00

Total Out-of-Pocket Expenses	=	\$4,436.40 Not to Exceed
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6 **SUBCONTRACT COSTS:**

a. N/A	=	\$0.00	=	\$0.00 Not to Exceed
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7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6	=	\$26,722.03
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ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

CUBA MUNICIPAL AIRPORT
CUBA, MISSOURI

CONSTRUCTION SERVICES

Supplemental Agreement No. 2, August 5, 2020

Classification: Gross Hourly Rate:	Partner \$0.00	Project Manager \$168.28	Project Field Engineer \$152.43	Construction Observer \$107.13	Electrical Engineer \$0.00	Engineering Technician \$0.00	Design Engineer \$124.18	Draftsperson \$0.00	Geologist \$0.00	Secretary \$96.56	Other Costs	
1. Preliminary: Total = \$673.12	0 \$0.00	1 \$673.12	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00	
2. Project Administration: Total = \$1,346.24	0 \$0.00	2 \$1,346.24	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00	
3. Construction Observer: Total = \$24,667.86	0 \$0.00	1.2 \$2,019.36	0 \$0.00	1.70 \$18,212.10	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$4,436.40	
4. Project Closeout: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00	
5. Material Testing Laboratory: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00	
TOTAL =												
FCCM Rate =												
GRAND TOTAL =												

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Other (Identify)