

CITY OF ARDMORE
Finance Department

Council Letter No.

4922

Meeting Date:

September 21, 2020

Mayor and City Commission
City of Ardmore, Oklahoma

Re: Permission to Amend an Agreement with H.W. Lochner, Inc.

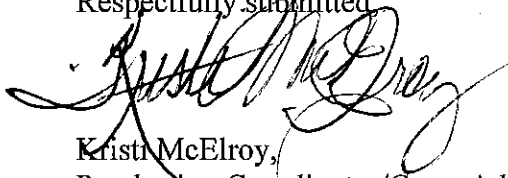
Dear Commission Members:

The City of Ardmore executed an agreement with H.W. Lochner, Inc., on June 3, 2019, to provide engineering services at the Ardmore Downtown Executive Airport, for the rehabilitation of Runway 17-35. The construction phase of the project requires engineering oversight and therefore, amending the original agreement to include those in the amount of \$233,000.00 for a total engineering cost of \$587,600.00.

The Federal Aviation Administration (FAA) requires that the agreement is signed when applying for grant funds. The City Commission authorized the City Manager to execute agreements per Resolution 4136. The funding for the services will be paid with funds by the FAA at ninety percent (90%) and the CARES Act for the remaining ten percent (10%).

Staff respectfully, recommends amending the agreement with H.W. Lochner, Inc., in the amount of \$233,000.00.

Respectfully submitted,



Kristi McElroy,
Purchasing Coordinator/Grant Administrator

Reviewed by:

J.P. Sol
City Manager

RESOLUTION NO. 4136

A RESOLUTION ACCEPTING A GRANT AGREEMENT FROM THE FEDERAL AVIATION ADMINISTRATION CONCERNING A TAXIWAY RECONSTRUCTION PROJECT FOR THE ARDMORE MUNICIPAL AIRPORT

WHEREAS, the City of Ardmore, has the legal authority to apply for, receive, and administer federal, state, and other monies through its Home Rule Authority under the Constitution of the State of Oklahoma; and,

WHEREAS, the City has submitted a grant application that, if awarded, will assist the City with funding to Rehabilitate Runway 17-35, Install Medium Intensity Runway Lighting and Rehabilitate the Partial Parallel Taxiway at the Ardmore Downtown Executive Airport (the "Project"); and,

WHEREAS, the City desires to accept AIP Project Number 3-40-0006-019-2020 Grant Agreement, from the Federal Aviation Administration (FAA) for funds not to exceed Two Million, Seven-Hundred Seventy-Five Thousand, Two-Hundred Twenty-Six Dollars and No Cents (\$2,775,226.00) for the project at the Ardmore Downtown Executive Airport.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Ardmore, as follows:

Section 1. Grant Agreement. That the City of Ardmore, Oklahoma, will hereby accept the Grant Agreement from the FAA and Coronavirus Aid, Relief, and Economic Security (CARES) Act, including all Assurances as provided therein, for the Ardmore Downtown Executive Airport, AIP Project Number 3-40-0006-019-2020, ("Project") on behalf of the citizens of the City of Ardmore.

Section 2. Project Scope. The scope of such Project shall be to Rehabilitate Runway 17-35, Install medium intensity Runway Lighting and Rehabilitate the Partial Parallel Taxiway, as more particularly described in the Project Application.

Section 3. Sufficient Funding: Local Match. The City hereby assures the Federal Aviation Administration that sufficient funding for the local match, not to exceed Two-Hundred Seventy-Seven Thousand, Five-Hundred Twenty-Two Dollars (\$277,522.00) for the Project, will be available in the event Federal funds are not disbursed.

Section 4. Sufficient Funding: Operation and Maintenance. The City hereby assures the Federal Aviation Administration that sufficient funding for the operation and maintenance of the Ardmore Municipal Airport will be available for the life of the Project.

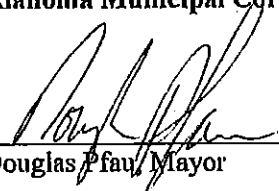
Section 5. Official Representative. That the City Manager is authorized to sign the Grant Agreement for the Project on behalf of the citizens of the City of Ardmore. The City Manager is also authorized to submit additional information or documentation as may be required and act as the official representative of the City in this and subsequent related activities.

Section 6. Notice to Proceed. The City Manager is hereby authorized to issue a Notice to Proceed to H.W. Lochner, Inc., for construction administration services associated with the Project.

Section 7. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

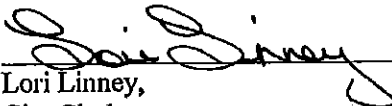
PASSED AND APPROVED by the Governing Body of the City of Ardmore, Oklahoma this 3rd day of August, 2020.

THE CITY OF ARDMORE, OKLAHOMA
An Oklahoma Municipal Corporation

By: 

Douglas Pfau, Mayor

ATTEST:



Lori Linney,
City Clerk



**SUPPLEMENTAL AGREEMENT NO. 2
AGREEMENT FOR SERVICES TO
REHABILITATE PARALLEL AND CONNECTING TAXIWAYS AND
INSTALL NEW LED MEDIUM INTENSITY TAXIWAY LIGHTS
ADD ALTERNATE NO. 1 – RECONSTRUCT PARTIAL PARALLE TAXIAY
ADD ALTERNATE NO. 2 – CONSTRUCT CONCRETE CONNECTING TAXIWAY
ADD ALTERNATE NO. 3 – REMOVE ASPHALT CONNECTING TAXIWAY
ADD ALTERNATE NO. 4 – INSTALL RUNWAY 17 & 35 LED REILs
AT THE
ARDMORE DOWNTOWN EXECUTIVE AIRPORT
ARDMORE, OKLAHOMA
FAA AIP PROJECT NO. 3-40-0006-019-2020 (Future)
ORIGINAL AGREEMENT DATED JUNE 3, 2019**

THIS SUPPLEMENTAL AGREEMENT NO. 2 made and entered into this 31st day of August, 2020 by and between the City of Ardmore, Oklahoma hereinafter called the "Sponsor," with offices located at 23 S Washington St, Ardmore, OK 73401 and H.W. Lochner, Inc. (Lochner) with offices located at 13439 Broadway Ext, Suite 101, Oklahoma City, OK 73114, hereinafter called the ""Consultant."

This Supplemental Agreement No. 2 supplements the Original Agreement, dated June 3, 2019, and Supplemental Agreement No. 1, dated February 18, 2020 by adding the Construction services necessary to complete various improvements at the Ardmore Downtown Executive Airport.

WHEREAS, the Sponsor is desirous of adding the following improvements to the original agreement dated June 3, 2019, hereinafter called the "Project", at the Ardmore Downtown Executive Airport:

- Clean and Seal joints and Cracks, Seal Coat, and Re-Mark Runway 17-35
- Install New Medium Intensity Runway Lighting
- Reconstruct Partial Parallel Taxiway
- Construct Concrete Connecting Taxiway
- Remove Asphalt Connecting Taxiway
- Install Runway 17-35 LED Runway End Identifier Lights (REILs)

WHEREAS, the Sponsor is desirous in making improvements to the Runway 17-35 and taxiways. The Sponsor desires to add by this Supplemental Agreement No. 2 the additional professional engineering services necessary for the Construction Phase by providing construction management and documentation, construction submittal review, construction materials testing and laboratory services, on-site observation, project closeout services and update the Airport Layout Plan for the proposed Project upon the award of the Construction Contract. This supplement agreement is dependent upon the award of a Federal Aviation Administration construction grant.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

A. BASIC SERVICES

No Changes

B. SPECIAL SERVICES

No Changes

C. CONSTRUCTION SERVICES

Replace the entire contents of Item C. CONSTRUCTION SERVICES of the Original Agreement with the following:

C. CONSTRUCTION SERVICES

1. Preliminary

- a. Prepare contracts for execution by Sponsor and successful bidder.
- b. Develop Construction Observation Plan for submittal to the Sponsor.
- c. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
- d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.

2. Provide construction management, on-site construction observation and materials testing.

- a. Provide construction observation services, including preparation of daily reports, weekly reports, material test results and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full time observation of the Project.
- b. Review shop drawings and material certification submittals from the Contractor.
- c. Provide observation and testing of construction materials.
- d. Prepare Contractor's progress estimates, Sponsor's request for reimbursement of funds, and FAA quarterly reports.
- e. Prepare change orders and supplements necessary for construction of the Project.
- f. Provide engineer's response to contractors requests for information.
- g. Attend and conduct bi-weekly construction progress meetings, prepare agenda and meeting minutes, and distribute minutes to attendees.

- h. Attend and conduct a final review of the Project with the Sponsor and the FAA and prepare and distribute punchlist.
- i. Provide construction observation during completion of punchlist work.

3. Project Closeout Phase

- a. Prepare and submit to the Sponsor one (1) set of black line prints of the record drawings and one (1) set of electronically reproducible record drawings.
- b. Prepare and submit the Final Construction Report.
- c. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.
- d. Compile Sponsor copy of Contractor's Certified Payroll Records.
- e. Update geometric improvements on the Airport Layout Plan sheets.
- f. Submit ALD update to FAA.
- g. Complete revisions to ALP update per FAA comments.
- h. Resubmit ALD to FAA.

**ARTICLE II
SPONSOR'S RESPONSIBILITIES**

No change to Article II of the Original Agreement.

**ARTICLE III
TIME SCHEDULE**

A. BASIC SERVICES

No change from Original Agreement

B. SPECIAL SERVICES

No change from Original Agreement

Change Item C. **CONSTRUCTION SERVICES** of the Original Agreement to read as follows:

The performance of Item C. Construction Services of this Supplemental Agreement is contingent and valid only on the receipt by the Sponsor of a grant from the Federal Aviation Administration for the Project. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

C. CONSTRUCTION SERVICES

- 1. through 2. Construction ServicesAs Required for 145 Calendar Day Construction Project
- 3. Project Closeout Phase.....90 Calendar Days
After Final Acceptance

**ARTICLE IV
COMPENSATION**

A. BASIC SERVICES

No change from Original Agreement

B. SPECIAL SERVICES

No change from Original Agreement

Change Item C. CONSTRUCTION SERVICES and following paragraphs of the Original Agreement to read as follows:

C. CONSTRUCTION SERVICES

1.-2. Construction Basic Services

Construction Observation Services
Supplemental Agreement No. 2 \$224,779.16 Not-To-Exceed

3. Project Closeout Phase
Supplemental Agreement No. 2..... \$8,220.84 Lump Sum

TOTAL COST \$233,00.00

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

The fixed payment to the Consultant for services outlined in Item C. 1. through 2., Construction Services, shall be \$24,952, and the total payment to the Consultant shall not exceed \$224,779.16.

For Item C. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

If the Contractor exceeds a construction contract period of 145 calendar days, the Consultant may renegotiate with the Sponsor the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Supplemental Agreement.

The Consultant will use an independent laboratory for all pavement materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

For engineering services applicable to Item C., Parts 1 and 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.5251) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

**ARTICLE V
MANDATORY FEDERAL CONTRACT PROVISIONS**

No change to the Original Agreement.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

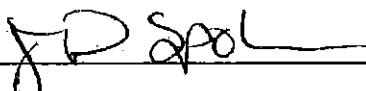
No change to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 2 to be signed by their duly authorized officers in two (2) counterparts, all of which shall be deemed an original, on the day and year first above-written. This Supplemental Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Original Agreement dated June 3, 2019 shall remain in effect.

**SPONSOR:
CITY OF ARDMORE, OKLAHOMA**

ATTEST:

By: 

By: 

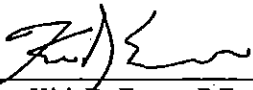
Title: City Clerk

Title: City Manager

**CONSULTANT:
H.W. LOCHNER, INC.**

ATTEST:

By: 
Patrick J. Barnas, P.E.

By: 
Kirk D. Evans, P.E.

Title: Civil Engineer

Title: Vice President