

CITY OF ARDMORE
Finance Department

Council Letter No.

4398

Meeting Date:

September 8, 2015

Mayor and City Commission
City of Ardmore, Oklahoma

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

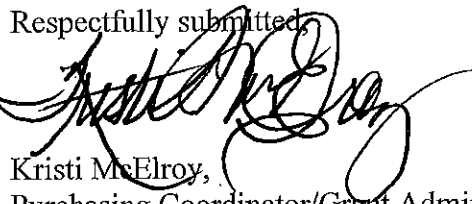
Dear Commission Members:

The City of Ardmore executed an agreement with H.W. Lochner, Inc., on March 19, 2018, to provide engineering services at the Ardmore Municipal Airport, for the design of the reconstruction of Taxiways A, and construction of Taxiway E; installation of LED Medium Intensity Taxiway Lighting; Guidance Signs; and, Lighting Control Modifications in the original amount of \$335,300.00. The construction phase of the project requires engineering oversight and therefore, amending the original agreement to include those services in the amount of \$491,800.00 for a total engineering cost of \$827,100.00.

The Federal Aviation Administration (FAA) requires that the agreement is signed when applying for grant funds. The funding for the services will be paid with non-primary entitlement funds by the FAA funds at ninety percent (90%). The Ardmore Development Authority (ADA) will be committed to a ten percent (10%) match with the execution of a memorandum of understanding between the City of Ardmore and the ADA.

Staff respectfully, recommends amending the agreement with H.W. Lochner, Inc., in the amount of \$491,800.00.

Respectfully submitted,



Kristi McElroy,
Purchasing Coordinator/Grant Administrator

Reviewed by:


City Manager

**SUPPLEMENTAL AGREEMENT NO. 1
AGREEMENT FOR SERVICES TO
CONSTRUCT PARTIAL PARALLEL TAXIWAY to RUNWAY 13
AT THE
ARDMORE MUNICIPAL AIRPORT
ARDMORE, OK
FAA AIP PROJECT NO. 3-40-0005-018-2019 (Future)**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this 6 day of May, 2019 by and between the City of Ardmore, Oklahoma hereinafter called the "Sponsor," with offices located at 23 S. Washington, Ardmore, OK 73401, and H.W. Lochner, Inc. (Lochner) with offices located at 13439 Broadway Extension, Suite 101, Oklahoma City, OK 73114, hereinafter called the "Consultant."

This agreement supplements the Original Agreement, dated March 19, 2018, by adding the Construction Services necessary to complete the construction phase of the partial parallel taxiway.

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Ardmore Municipal Airport:

- Construct Runway 13-31 Partial Parallel Taxiway from Taxiway A to Runway 13 (ADG III) (1,975').
- Construct Connecting Taxiway to Runway 13 end (320').
- Rehabilitate a portion of Taxiway A (325').
- Remove a portion of existing Taxiway A at the connection to Runway 13-31.
- Drainage Improvements to airport property in conjunction with Partial Parallel Taxiway grading.
- Install Taxiway Lighting (MITL) and Signage for Partial Parallel Taxiway and Connecting Taxiways.
- Vault and lighting control modifications.
- These items are being funded through a future grant from the Federal Aviation Administration (FAA).

WHEREAS, the Sponsor is desirous in making improvements to the Runway 13-31 partial parallel taxiway. The Sponsor desires to add by this Supplemental Agreement No. 1 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 to Basic Services of the original agreement.

B. SPECIAL SERVICES

No Changes Special Services of the original agreement.

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 ALP update to FAA.
- g. Complete revisions to ALP update per FAA comments.
- h. Resubmit ALP 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 Services.....As Required for 210 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 Services

Construction Observation Services

Supplemental Agreement No. 1 \$ 453,500.00 Not-To-Exceed

3. Project Closeout Phase

Supplemental Agreement No. 1 \$ 38,300.00 Lump Sum

TOTAL COST **\$491,800.00**

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 \$44,982.32, and the total payment to the Consultant shall not exceed \$453,500.00.

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 210 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

(2.7525) 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. 1 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 March 19, 2018 shall remain in effect.

SPONSOR:

CITY OF ARDMORE, OKLAHOMA

ATTEST:

By: _____

By: _____


Title: City Clerk

Title: Mayor

ATTEST:

CONSULTANT:

H.W. LOCHNER, INC.

By:  _____
Kirk D. Evans, P.E.

By:  _____
Steven D. Harris, P.E.

Title: Project Manager

Title: Vice President

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION OBSERVATION SERVICES

**CONSTRUCT PARTIAL PARALLEL TAXIWAY
TAXIWAY A TO RUNWAY 13**

**FAA PROJECT NO. A.I.P. 3-40-0005-018-2019
ARDMORE MUNICIPAL AIRPORT
ARDMORE, OK**

210 CALENDAR DAYS CONSTRUCTION CONTRACT

March 29, 2019

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	63	\$70.00	\$ 4,410.00
Project Manager	441	\$60.00	\$ 26,460.00
Aviation Planner	0	\$36.00	\$ -
Construction Observer	1582	\$38.00	\$ 60,116.00
Electrical Engineer	40	\$50.00	\$ 2,000.00
Design Engineer	457	\$33.00	\$ 15,081.00
Administrative Assistant	42	\$21.00	\$ 882.00

Total Direct Salary Costs= **\$ 108,949.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 175.25% **\$ 190,933.12**

3. SUBTOTAL OF ITEMS 1 AND 2 **\$ 299,882.12**

4. PROFIT @ 15% **\$ 44,982.32**

5. OUT-OF-POCKET EXPENSES

a. Mileage	18,230	miles @ \$0.580/mile =	\$ 10,573.40
b. Meals	179	days @ \$55.00/day =	\$ 9,845.00
c. Motel	150	days @ \$109.00/day =	\$ 16,350.00
d. Materials & Supplies		=	\$ 492.66

Total Expenses = **\$ 37,261.06**

6. SUBCONTRACT COST

a. Terracon - Materials Acceptance Testing **\$ 71,374.50**

7. TOTAL COST (ITEMS 3, 4, 5 AND 6) **\$ 453,500.00**

**DERIVATION OF CONSULTANT PROJECT COSTS
PROJECT CLOSEOUT SERVICES**

CONSTRUCT PARTIAL PARALLEL TAXIWAY

**FAA PROJECT NO. A.I.P. 3-40-0005-018-2019
ARDMORE MUNICIPAL AIRPORT
ARDMORE, OK**

March 29, 2019

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	10	\$70.00	\$ 700.00
Project Manager	55	\$60.00	\$ 3,300.00
Construction Observer	25	\$38.00	\$ 950.00
Aviation Planner	40	\$36.00	\$ 1,440.00
Design Engineer I	160	\$33.00	\$ 5,280.00
Administrative Assistant	16	\$21.00	\$ 336.00

Total Direct Salary Costs= **\$ 12,006.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 175.25% **\$ 21,040.52**

3. SUBTOTAL OF ITEMS 1 AND 2 \$ 33,046.52

4. PROFIT @ 15% \$ 4,956.98

5. OUT-OF-POCKET EXPENSES

a. Mileage 0 miles @\$0.580/mile = \$ -
 b. Meals 0 days @ \$55.00/day = \$ -
 c. Materials & Supplies = \$ 296.51

Total Expenses = **\$ 296.51**

6. TOTAL COST (ITEMS 3, 4 AND 5) \$ 38,300.00