

BILL NO. 2061

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO EXECUTE ALL DOCUMENTS NECESSARY TO REHABILITATE RUNWAY AND CONNECTING TAXIWAY AT THE CUBA CITY 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 agreements for the rehabilitation project of the runways at the Cuba City Airport and the engineering required to complete said projects.

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

Section 1: The Mayor of the City of Cuba, Missouri, shall execute all documents necessary to complete an agreement for the rehabilitation of the Cuba City Airport runways and taxiways. A copy of said documents 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 _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this ____ day of _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, 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 _____, 2022	Vote on Second Reading On _____, 2022
Kevin Copling		
Sam Black		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

CHANGE ORDER

SHEET NO. 1 of 1

SEQUENCE NO.: 1
 COUNTY: Crawford
 AIRPORT: Cuba Municipal
 PROJECT NO.: 21-059A-2

TO N.B. West Contracting Company CONTRACTOR

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)



Negotiated adjustments to bid unit prices for three (3) line items as shown below.
 Justified in accordance with FAA Central Region guidance based on single bid scenario creating a non-competitive environment.
 See attached sheet for additional information.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	U N I T S	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	2	Mobilization	1.0	0.0	1.0	LS	\$200,000.00		\$200,000.00
2	2	Mobilization	0.0	1.0	1.0	LS	\$170,000.00	\$170,000.00	
3	23	Installation of Airport Transformer Vault in Place	1.0	0.0	1.0	LS	\$195,000.00		\$195,000.00
4	23	Installation of Airport Transformer Vault in Place	0.0	1.0	1.0	LS	\$165,000.00	\$165,000.00	
5	25	Non-encased, Electrical Conduit, 1-Way, 2-Inch C	11,600.0	0.0	11,600.0	LF	\$11.75		\$136,300.00
6	25	Non-encased, Electrical Conduit, 1-Way, 2-Inch C	0.0	11,600.0	11,600.0	LF	\$9.00	\$104,400.00	
TOTALS								\$439,400.00	\$531,300.00

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT 2. OVERRUN THIS ORDER (H-I) 3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER) 4. TOTAL OVERRUN TO DATE (2+3) 5. TOTAL (1+4)	\$2,154,524.00 (\$91,900.00) \$0.00 (\$91,900.00) \$2,062,624.00	4. COMMENTS: Establishing new unit prices for three (3) line items as shown above. New unit prices will be valid for the duration of the project.
--	--	---

 SUBMITTED - PROJECT ENGINEER	7/22/2022 DATE	THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.  CONTRACTOR (N.B. West Contracting Company)
APPROVED - SPONSOR	DATE	SIGNATURE (Authorized Representative)
APPROVED - MoDOT AVIATION	DATE	DATE



Airport: Cuba Municipal Airport
Project Name: Rehabilitate Runway and Connecting Taxiway, Install
 Runway Edge Lights, REILs and PAPEs
MDOT Project: 21-059-2
Hanson Project: 21-009-1
March 28, 2022
Low Bidder: N.B. West Contracting Company

CONTRACTOR BID SUMMARY

The Proposed Improvements Include: rehabilitation of the runway and connecting taxiway pavement, replacement of runway and connecting taxiway edge lighting, REILs, PAPEs, and wind cone, and construction of a new electrical vault building.

Item No.	Description	Unit	Quantity	Engineer's Estimate Bid Price	Engineer's Estimate Item Total	Bid Price	(Original Bid)	N.B. West Contracting Company (Negotiated Pricing)	Pricing Difference	Scope Revision
1	EROSION CONTROL BLANKET	SY	782	\$5.00	\$3,910.00	\$2.20	\$1,720.40	\$2.20	\$1,720.40	
2	MOBILIZATION	LS	1	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$170,000.00	(\$30,000.00)	Allow for subcontractors to work on site without Prime Contractor superintendent present.
3	JOINT AND CRACK REPAIR (UNDISTRIBUTED)	LF	15,000	\$2.00	\$30,000.00	\$1.15	\$17,250.00	\$1.15	\$17,250.00	
4	COLD MILLING	SY	26,330	\$5.00	\$131,650.00	\$12.00	\$315,960.00	\$12.00	\$315,960.00	
5	UNCLASSIFIED EXCAVATION	CY	244	\$25.00	\$6,100.00	\$98.50	\$24,034.00	\$98.50	\$24,034.00	
6	CRUSHED AGGREGATE BASE COURSE	TON	126	\$50.00	\$6,300.00	\$104.00	\$13,104.00	\$104.00	\$13,104.00	
7	ASPHALT MIXTURE SURFACE COURSE	TON	4,398	\$130.00	\$571,740.00	\$145.00	\$636,710.00	\$145.00	\$636,710.00	
8	ASPHALT MIXTURE BASE COURSE	TON	36	\$175.00	\$6,300.00	\$250.00	\$9,000.00	\$250.00	\$9,000.00	
9	EMULSIFIED ASPHALT PRIME COAT	GAL	108	\$10.00	\$1,080.00	\$10.00	\$1,080.00	\$10.00	\$1,080.00	
10	EMULSIFIED ASPHALT TACK COAT	GAL	7,945	\$5.00	\$39,725.00	\$2.75	\$21,848.75	\$2.75	\$21,848.75	
11	MARKING - WHITE	SF	10,972	\$2.00	\$21,944.00	\$2.25	\$24,687.00	\$2.25	\$24,687.00	
12	MARKING - YELLOW	SF	1,383	\$2.00	\$2,766.00	\$5.00	\$6,915.00	\$5.00	\$6,915.00	
13	MARKING - BLACK	SF	5,275	\$2.00	\$10,550.00	\$1.00	\$5,275.00	\$1.00	\$5,275.00	
14	TEMPORARY RUNWAY AND TAXIWAY MARKING	SF	12,355	\$2.00	\$24,710.00	\$1.00	\$12,355.00	\$1.00	\$12,355.00	
15	ADJUST UNDERDRAIN INSPECTION HOLES	EA	9	\$1,500.00	\$13,500.00	\$1,644.00	\$14,796.00	\$1,644.00	\$14,796.00	
16	AIRPORT SEEDING	ACRE	2.42	\$10,000.00	\$24,200.00	\$1,900.00	\$4,598.00	\$1,900.00	\$4,598.00	
17	TOPSOILING	ACRE	8.915	\$7.50	\$66,862.50	\$10.15	\$90,487.25	\$10.15	\$90,487.25	
18	AIRPORT MULCHING	ACRE	2.26	\$10,000.00	\$22,600.00	\$13,119.00	\$13,119.00	\$13,119.00	\$13,119.00	
19	TYPE L-807 (L) STYLE, L-B, SIZE 2 WIND CONE AND FOUNDATION, IN PLACE	EA	1	\$12,500.00	\$12,500.00	\$2,500.00	\$24,580.00	\$2,500.00	\$24,580.00	
20	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	8,883	\$2.75	\$24,428.25	\$4.45	\$39,529.35	\$4.45	\$39,529.35	
21	NO. 6 AWG, SOLID, TINNED COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS, GROUND CONNECTORS AND TERMINATIONS	LF	9,345	\$2.50	\$23,362.50	\$2.65	\$24,764.25	\$2.65	\$24,764.25	
22	NO. 3 AWG, 600V, XLP-USE CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	1	\$75,000.00	\$75,000.00	\$17,835.00	\$17,835.00	\$17,835.00	(\$30,000.00)	Allow for prefabricated vault building in lieu of concrete block construction; still meet standards.
23	INSTALLATION OF AIRPORT TRANSFORMER VAULT IN PLACE	LS	1	\$75,000.00	\$75,000.00	\$17,835.00	\$17,835.00	\$17,835.00	(\$30,000.00)	Allow for prefabricated vault building in lieu of concrete block construction; still meet standards.
24	INSTALLATION OF AIRPORT TRANSFORMER VAULT EQUIPMENT IN PLACE	LS	1	\$75,000.00	\$75,000.00	\$17,835.00	\$17,835.00	\$17,835.00	(\$30,000.00)	Allow for prefabricated vault building in lieu of concrete block construction; still meet standards.
25	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY, 2-INCH C	LF	11,600	\$11.50	\$133,400.00	\$11.75	\$136,900.00	\$11.75	\$136,900.00	
26	2-INCH DIRECTIONAL BORE DUCT	LF	280	\$25.00	\$7,250.00	\$23.00	\$6,670.00	\$23.00	\$6,670.00	
27	ELECTRICAL JUNCTION STRUCTURE, L-867D BASE CAN	EA	5	\$1,200.00	\$6,000.00	\$1,544.00	\$7,720.00	\$1,544.00	\$7,720.00	
28	ELECTRICAL HANDHOLE 30" BY 30" BY 36" DEEP	EA	2	\$30,000.00	\$60,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	
29	AIRFIELD ELECTRICAL DEMOLITION	LS	1	\$30,000.00	\$30,000.00	\$21,600.00	\$21,600.00	\$21,600.00	\$21,600.00	
30	L-867(L) RUNWAY EDGE LIGHT FIXTURE, BASE MOUNTED	EA	34	\$1,600.00	\$54,400.00	\$1,735.00	\$58,990.00	\$1,735.00	\$58,990.00	
31	L-867(L) THRESHOLD LIGHT FIXTURE, BASE MOUNTED	EA	16	\$1,650.00	\$26,400.00	\$1,635.00	\$26,360.00	\$1,635.00	\$26,360.00	
32	L-867(L) TAXIWAY EDGE LIGHT FIXTURE, BASE MOUNTED	EA	20	\$2,000.00	\$40,000.00	\$1,735.00	\$34,700.00	\$1,735.00	\$34,700.00	
33	L-848(L) STYLE A REILS	PAIR	2	\$20,000.00	\$40,000.00	\$19,484.00	\$38,968.00	\$19,484.00	\$38,968.00	
34	L-887(L) STYLE A PAPE	EA	2	\$25,000.00	\$50,000.00	\$24,176.00	\$48,352.00	\$24,176.00	\$48,352.00	
35	L-853 TAXIWAY RETROREFLECTIVE MARKER	EA	22	\$350.00	\$7,700.00	\$337.00	\$7,414.00	\$337.00	\$7,414.00	
36	TAXIWAY GUIDANCE SIGN, 2 MODULE	EA	1	\$7,500.00	\$7,500.00	\$8,938.00	\$8,938.00	\$8,938.00	\$8,938.00	
37	L-867(L) TAXIWAY EDGE LIGHT FIXTURE, SIZE D BASE	EA	2	\$1,700.00	\$3,400.00	\$1,785.00	\$3,570.00	\$1,785.00	\$3,570.00	
Total Bid					\$1,751,858.25		\$2,154,524.00		\$2,062,624.00	18%
% Difference From OPC					23%				(\$31,900.00)	

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **60 Calendar Days** of the actual commencement date.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,000.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. Certification of Eligibility (29 CFR Part 5.5)

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Hanson Professional Services Inc.
1520 S. Fifth Street, Suite 220
St. Charles, Missouri 63303**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST:

By: _____

Signature

Title

CONTRACTOR

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

Airport Name: Cuba Municipal Airport (UBX)
 Project No.: 21-059A-2
 County: Crawford

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 for 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 **November 2, 2021**, to accomplish a project at the **Cuba 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 (16)(State) or (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 (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	TOTAL
Fixed Fee	\$14,469.94	\$16,107.80	\$30,577.74
Max. Fee Payable	\$149,968.00	\$167,540.00	\$317,508.00

(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 90 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 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 5.00% 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 at least 5.00% 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. 1340 N. Price Rd. St. Louis, MO 63132	Construction Materials Testing (QA)	\$32,950.00	\$32,950.00	10.4%

(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
TSi Geotechnical, Inc.	1340 N. Price Rd. St. Louis, MO 63132	Construction Materials Testing (Q/A)


(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 26th day of July, 20 22.

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


CONSULTANT

By 
 Kevin C. Fuhr
 Title Vice President

SPONSOR

By _____
 Title _____

ATTEST:

By 
 Charles Snowden
 Title Senior Vice President

ATTEST:

By _____
 Title _____

Approved as to Form:

By _____
 Title _____

Approved as to Form:

By _____
 Title _____

EXHIBIT II - SA1
SCOPE OF 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 (COP) in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the COP at least 10 days prior to the pre-construction conference.
 - d. Attend and conduct a pre-construction conference (assume PM and RPR attending in person, electrical engineer attending remotely.) 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. Hours are based on the provision of services related to a calendar duration of 60 consecutive calendar days, which were determined during the design phase.
 - b. Perform milestone on-site visits throughout the project (assume 2-3 visits for PM, 2-3 visits for Engineer, 4 visits for Sr. Electrical Engineer.)
 - c. Review shop drawings and material certification submittals as provided by the Contractor.
 - d. Perform material(s) testing (field and laboratory) as required by the COP. (Utilizing subconsultant for P-403 testing requirements.)
 - e. Respond to field issues throughout the duration of the project.
 - f. Coordinate FAA Flight Check for the new REILs and PAPIs.
 - g. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - h. Prepare change orders and supplemental agreements necessary for construction of the project.
 - i. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor (assume PM and RPR attending in person.)

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. Prepare and submit to the Sponsor an updated Airport Layout Drawing (ALD) showing as-built conditions. All ALP sheets affected by the project will be updated. 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. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.
- d. Calculate and update the runway Pavement Condition Number (PCN) to reflect as-built conditions.
- e. Prepare and submit an update to the Airport Master Record, FAA Form 5010-1 to reflect as-built conditions.
- f. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

**CUBA MUNICIPAL AIRPORT
CUBA, MISSOURI
REHABILITATE RUNWAY AND CONNECTING TAXIWAY, INSTALL RUNWAY EDGE LIGHTS, REILS AND
PAPIS, MoDOT PROJECT NO. 21-059A-2
CONSTRUCTION SERVICES
April 14, 2022**

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	4	\$74.86	\$299.44
Project Manager	80	65.29	5,223.20
Project Engineer	0	54.79	0.00
Engineer	80	38.78	3,102.40
Junior Engineer	0	32.84	0.00
Sr. Electrical Engineer	118	70.08	8,269.44
Senior Technician	521	45.29	23,596.09
Technician	0	36.12	0.00
Surveyor	0	32.11	0.00
Administrative	22	33.93	746.46
Total Direct Salary Costs			= \$41,237.03

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ <u>160.41</u> %	= \$66,148.32
2b FCCM Rate (Optional) @ <u>0.23</u> %	= \$94.85

3 SUBTOTAL:

Items 1 and 2a	= \$107,385.35
----------------	----------------

4 PROFIT:

15% of Item 3 Subtotal*	= \$16,107.80
-------------------------	---------------

*Note: 0-15% Typical

Subtotal \$123,588.00 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage	6759 Miles @	\$0.585 / Mile =	\$3,954.02
b. Meals	43 Days @	\$59.00 / Day =	\$2,537.00
c. Motel	43 Nights @	\$105.00 / Night =	\$4,515.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies		=	\$0.00

Total Out-of-Pocket Expenses = \$11,006.02 Not to Exceed

6 SUBCONTRACT COSTS:

a. TSi Geotechnical, Inc.: Geotechnical (DBE)	= \$32,950.00
	= \$32,950.00 Not to exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$167,544.01 Not to exceed

Exhibit V - SA1

CUBA MUNICIPAL AIRPORT
 CUBA, MISSOURI
 REHABILITATE RUNWAY AND CONNECTING TAXIWAY, INSTALL RUNWAY EDGE LIGHTS, REELS AND PAPI'S, MODOT PROJECT NO. 21-059A-2
 CONSTRUCTION SERVICES

April 14, 2022

Classification: Gross Hourly Rate:	Principal \$224.18	Project Manager \$195.52	Project Engineer \$164.08	Engineer \$116.14	Junior Engineer \$98.35	Sr. Electrical Engineer \$209.87	Senior Technician \$135.63	Technician \$108.17	Surveyor \$96.16	Administrative \$101.61	Other Costs
1. Preliminary: Total = \$8,375.20	0 \$0.00	12 \$2,346.24	0 \$0.00	2 \$232.28	0 \$0.00	4 \$839.48	32 \$4,340.16	0 \$0.00	0 \$0.00	4 \$406.44	(1) \$210.50
2. Project Administration: Total = \$42,365.27	4 \$996.72	56 \$10,949.12	0 \$0.00	44 \$5,110.16	0 \$0.00	88 \$18,468.56	36 \$4,882.68	0 \$0.00	0 \$0.00	13 \$1,320.93	(1) \$737.10
3. Construction Observer: Total = \$72,752.04	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	24 \$5,036.88	429 \$59,185.27	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$9,529.89
4. Project Closeout: Total = \$11,004.41	0 \$0.00	12 \$2,346.24	0 \$0.00	34 \$3,848.76	0 \$0.00	2 \$419.74	24 \$3,255.12	0 \$0.00	0 \$0.00	5 \$508.05	(1) \$526.50
5. Material Testing Laboratory: Total = \$32,950.00	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	(4) \$32,950.00
SUBTOTAL =	\$167,446.92										
FCCM Rate =	\$94.85										
GRAND TOTAL =	\$167,541.77										

(1) Mileage, Motel and Meals
 (2) Equipment, Materials and Supplies

(3) Computer Services
 (4) Vendor Services

(5) Other (Identify)