

Airport: Omar N. Bradley (MBY)
MoDOT Project No.: 24-034A-1

Airport Name: Omar N. Bradley (MBY)
Project No.: 24-034A-1
County: Randolph County

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Moberly, Missouri (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on September 11th, 2024, to accomplish a project at the Omar N. Bradley 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)(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 (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

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	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$139,038.98	\$0.00	\$0.00
Max. Fee Payable	\$225,000.00	\$0.00	\$0.00

(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 110 calendar days. The projected completion date shown on Exhibit VI is now revised to 90 Calendar Days from Project Final Acceptance, 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 TBD% 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 TBD% 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
TBD	TBD	TBD	TBD	TBD

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(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
TBD	TBD	Architectural Inspections

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, or 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_____

EXHIBIT II – SA1

SCOPE OF SERVICES

C. CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal-Non-Paving Construction Observation Program** in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. 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 full-time construction observation services, through the site development and hangar floor stage (Assume 70 Calendar Days), including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings 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 Plan (ALP)** 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. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV – SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT V – SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

Exhibit IV-SA1 DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCT EAST TAXILANE, WEST APPROACH, AND 9-UNIT T-HANGAR (Schedule A)

CONSTRUCT EAST TAXILANE, WEST APPROACH, AND 10-UNIT T-HANGAR (Schedule B)

MoDOT Project No. 24-034A-1

Omar N. Bradley Airport (MBY)

Moberly, Missouri

CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES

February 28, 2025

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$109.00	\$ -
Project Manager	20	\$102.00	\$ 2,040.00
Airport Planner	20	\$77.00	\$ 1,540.00
Design Engineer	66	\$68.00	\$ 4,488.00
(*) Construction Observer	558	\$66.00	\$ 36,828.00
Design Technician	0	\$52.00	\$ -
Admin. Assistant	10	\$51.00	\$ 510.00
Engineer Intern	8	\$44.00	\$ 352.00
Total Direct Salary Costs=			\$ 45,758.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 169.36% **\$ 77,495.75**

3. SUBTOTAL:

Items 1 and 2 **\$ 123,253.75**

4. PROFIT:

15% of Item 3 Subtotal **\$ 18,488.06**

Subtotal of Items 3 and 4 **\$ 141,741.81**

5. OUT-OF-POCKET EXPENSES:

a. Mileage	6,912	miles @ \$0.70/mile =	\$ 4,838.40
c. Meals	64	@ \$68.00/day =	\$ 4,352.00
d. Motel	50	days @ \$110.00/day =	\$ 5,500.00
e. Mailing & Misc. Expenses		=	\$ 167.79

Total Out-of-Pocket Expenses = **\$ 14,858.19**

6. SUBCONTRACT COST:

a. Material Testing - TBD	\$ 10,000.00	(Estimated)
b. Architectural Services - TBD	\$ 9,000.00	(Estimated)

7. TOTAL FEE:

Items 4, 5 and 6 **\$ 175,600.00 Not-To-Exceed**

(*) Construction Observation time based on 40 hrs per week during construction activities.

(*) This FeeForm was based on a 70-calendar-day Construction schedule.

**Exhibit V-SA1
ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN**

CONSTRUCT EAST TAXILANE, WEST APPROACH, AND 9-UNIT T-HANGAR (Schedule A)

CONSTRUCT EAST TAXILANE, WEST APPROACH, AND 10-UNIT T-HANGAR (Schedule B)

**Omar N. Bradley Airport (MBY)
Moberly, Missouri
February 28, 2025**

Classification:	Principal	Project Manager	Airport Planner	Design Engineer	Construction Observer	Design Technician	Admin. Assistant	Engineer Intern	Other Costs			
Hourly Rate:	\$337.64	\$315.96	\$238.52	\$210.64	\$204.44	\$161.08	\$157.98	\$136.30				
C. CONSTRUCTION SERVICES												
1. Preliminary:												
Total	=	\$6,100.00	\$0.00	\$1,263.84	\$0.00	\$3,791.51	\$0.00	\$0.00	\$631.92	\$0.00	\$0.00	\$ (1,2) 412.73
2. Project Administration and Construction Observation:												
Total	=	\$160,500.00	\$0.00	\$3,159.59	\$0.00	\$8,846.86	\$114,079.89	\$0.00	\$631.92	\$817.78	\$0.00	\$ (1,2,3) 32,963.97
3. Project Closeout Phase:												
Total	=	\$9,000.00	\$0.00	\$1,895.76	\$4,770.37	\$1,263.84	\$0.00	\$0.00	\$315.96	\$272.59	\$0.00	\$ (1,2) 481.49
TOTAL =		\$175,600.00										

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

Exhibit V-SA1-1

Exhibit V-SA1