

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT # 2 WITH CRAWFORD, MURPHY, AND TILLY TO PAY FOR THE ENGINEERING COSTS ASSOCIATED WITH THE LEE C. FINE AIRPORT FUEL REMEDIATION COST IN AN AMOUNT NOT TO EXCEED \$13,436.42.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT.

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a supplemental agreement #2 to the contract with Crawford, Murphy & Tilly, Inc. substantially under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Thirteen Thousand Four Hundred Thirty-Six Dollars and Forty-Two Cents (\$13,436.42).

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: December 15, 2022 READ SECOND TIME: December 15, 2022

I hereby certify that the above Ordinance No. 22.98 was duly passed on December 15, 2022, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

Abstain: 0

Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

December 15, 2022
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.98.

December 15, 2022
Date

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, Clerk

EXHIBIT A

Airport Name:	Lee C. Fine Memorial Airport
Project No.:	20-046B-1
County:	Miller

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2 CONSTRUCTION SERVICES – FUEL SPILL REMEDIATION (LOCAL ONLY)

THIS SUPPLEMENTAL AGREEMENT NO. 2 for Construction Services is entered into by the City of Osage Beach, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on April 6, 2020, to accomplish a project at the Lee C. Fine Memorial Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant entered into an Supplemental Agreement No. 2 on August 30, 2021, (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 and Supplemental Agreement No.1 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, Exhibit II – SA1 of the Supplemental Agreement No. 1 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 (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
Lump Sum	\$202,032.18	N/A	N/A	\$202,032.18
Fixed Fee	N/A	\$27,775.04	\$648.96	\$28,424.00
Max. Fee Payable	N/A	\$340,553.74	\$13,436.42	\$353,990.16

(D) Estimated costs for the services in Supplemental Agreement No. 2 are defined in Exhibit IV – SA2 and Exhibit V – 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 a maximum of 190 (pending awarded alternates) calendar days. The projected completion date shown on Exhibit VI is now revised to 45 days after 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. 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% 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% 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

(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
Terracon Geotechnical	3601 Mojave Court, Suite A Columbia, MO 65202	Environmental Testing

(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 19th day of December, 20 22.

Executed by the Sponsor this 15th day of December, 20 22.

CONSULTANT

By

Title Aviation Group Mgr; Vice-President

SPONSOR

By

Title Mayor

ATTEST:

By

Title Project Manager

ATTEST:

By

Title City Clerk

1/19/2023 2:28 PM
 LICENSES: THRU ZZZZZZZZZZ
 LIC CODES: All
 SORTED BY: LICENSE CODE

L I C E N S E B A L A N C E R E P O R T
 -- OPEN BALANCES --

PAGE: 1

EFFECTIVE DATE: 5/01/2022 THRU 5/01/2022
 EXPIRATION DATE: 0/00/0000 THRU 4/30/2023

LICENSE	PERIOD	ISSUED TO	LICENSE CODE	CHARGES	PAYMENTS	BALANCE
04764	P 5/01/22- 4/30/23	REDBUD DEVELOPMENT LLC	B-ENTERTN	62.50		62.50
04870	P 5/01/22- 4/30/23	IN MOTION DANCE CENTER	B-ENTERTN	62.50		62.50
01683	P 5/01/22- 4/30/23	KAUTZ BOTTLING COMPANY L	B-FOOD	62.50		62.50
04757	P 5/01/22- 4/30/23	GH COFFEE OZARKS LLC	B-FOOD	75.00		75.00
04805	P 5/01/22- 4/30/23	HOMEIER VENTURES DBA NYC	B-FOOD	62.50		62.50
04393	P 5/01/22- 4/30/23	MU2/AEL 170	B-HEALTH	62.50		62.50
04137	P 5/01/22- 4/30/23	INTEGRITY WELLNESS	B-MASSAGE	125.00		125.00
04723	P 5/01/22- 4/30/23	YO FIT	B-MASSAGE	125.00		125.00
04923	P 5/01/22- 4/30/23	OCEAN STAR MASSAGE	B-MASSAGE	62.50		62.50
03406	P 5/01/22- 4/30/23	KELLER WILLIAMS LOA REAL	B-REAL EST	125.00		125.00
03681	P 5/01/22- 4/30/23	FURNITURE FACTORY OUTLET	B-REAL EST	125.00		125.00
00104	A 5/01/22- 4/30/23	DOLLAR GENERAL STORE #19	B-RETAIL	112.50	50.00CR	62.50
00178	A 5/01/22- 4/30/23	COSMETICS COMPANY STORE	B-RETAIL	112.50	50.00CR	62.50
00347	A 5/01/22- 4/30/23	MEEK'S LUMBER CO	B-RETAIL	117.50	117.00CR	0.50
00365	P 5/01/22- 4/30/23	MISSOURI OZARKS PUBLISHI	B-RETAIL	125.00		125.00
00402	P 5/01/22- 4/30/23	QUAIL'S NEST	B-RETAIL	62.50		62.50
01849	P 5/01/22- 4/30/23	SMARTSTYLE #2433	B-RETAIL	62.50		62.50
02406	P 5/01/22- 4/30/23	UNDER ARMOUR RETAIL OF M	B-RETAIL	62.50		62.50
02595	P 5/01/22- 4/30/23	HOME COMFORT FURNISHINGS	B-RETAIL	62.50		62.50
02975	P 5/01/22- 4/30/23	NEEDFUL THINGS	B-RETAIL	62.50		62.50
03036	P 5/01/22- 4/30/23	KAY LYNN RESORT MOTEL	B-RETAIL	62.50		62.50
03509	P 5/01/22- 4/30/23	OSAGE BEACH BAIT & TACKL	B-RETAIL	125.00		125.00
03580	P 5/01/22- 4/30/23	LAKEHOUSE HOTEL	B-RETAIL	125.00		125.00
03880	P 5/01/22- 4/30/23	CATO EMPLOYEE SERVICES,	B-RETAIL	125.00		125.00
04058	P 5/01/22- 4/30/23	MCS RENTALS	B-RETAIL	125.00		125.00
04118	P 5/01/22- 4/30/23	SKELTON TACTICAL	B-RETAIL	62.50		62.50
04287	R 5/01/22- 5/01/22	CLEARWATER AMERICAN FURN	B-RETAIL	50.00		50.00
04291	P 5/01/22- 4/30/23	DOLLAR GENERAL STORE #19	B-RETAIL	62.50		62.50
04696	P 5/01/22- 4/30/23	T-MOBILE	B-RETAIL	62.50		62.50
04697	P 5/01/22- 4/30/23	T-MOBILE CENTRA LLC	B-RETAIL	62.50		62.50
04698	P 5/01/22- 4/30/23	T-MOBILE FINANCIAL	B-RETAIL	62.50		62.50
04768	P 5/01/22- 4/30/23	BOX DROP LAKE OF THE OZA	B-RETAIL	62.50		62.50
04824	T 5/01/22- 4/30/23	COLORFUL VIBES	B-RETAIL	62.50		62.50
04986	T 5/01/22- 4/30/22	OSAGE BEACH NUTRITION	B-RETAIL	55.00		55.00
01291	P 5/01/22- 4/30/23	LAKE COLLISION REPAIR LL	B-SERVICE	125.00		125.00
01856	A 5/01/22- 4/30/22	BAGNELL MOVING AND STORA	B-SERVICE	125.00	112.50CR	12.50
02407	P 5/01/22- 4/30/23	MY PERSONAL TOUCH LAND S	B-SERVICE	125.00		125.00
02425	T 5/01/22- 4/30/23	OSAGE SECURE IT SELF STO	B-SERVICE	100.00	50.00CR	50.00
03056	P 5/01/22- 4/30/23	SHELTER INSURANCE	B-SERVICE	125.00		125.00
03590	T 5/01/22- 4/30/22	STEVE'S PEST CONTROL, IN	B-SERVICE	150.00	100.00CR	50.00
04032	R 5/01/22- 4/30/23	PROPERTY MANAGEMENT PROF	B-SERVICE	85.00	35.00CR	50.00
04385	A 5/01/22- 4/30/23	TOUCH AND GLOW	B-SERVICE	100.00	50.00CR	50.00
REPORT TOTALS :		LICENSES	42	3,770.00	564.50CR	3,205.50

EXHIBIT II – SA2
SCOPE OF SERVICES

1. Fuel Spill Remediation (Local Only)
 - a. General office time/Conference Calls/Coordination
 - b. Sample and test contaminated soils, following proper chain of custody requirements
 - c. Field PID testing to determine remaining levels of contamination.
 - d. Sample and Test remaining soils, following proper chain of custody requirements
 - e. Sample and Test remediated soils prior to ultimate burial/landfilling.
 - f. Provide results to MoDNR in report format.

EXHIBIT IV – SA2

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT IV (SA2)

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT

CITY OF OSAGE BEACH, MISSOURI

BASE BID: RECONSTRUCTION OF THE SOUTHERN GA APRON; DEMOLITION OF TAXIWAY C

ALTERNATE 1: REALIGNMENT OF TAXIWAY B FROM TAXIWAY A TO THE GA APRON

ALTERNATE 2: RECONSTRUCTION OF THE NORTHERN PORTION OF THE GA APRON

CONSTRUCTION PHASE SERVICES - FUEL REMEDIATION (LOCAL ONLY)

November 17, 2022

<i>Basic Services</i>	<i>Fee</i>	<i>Hours</i>
Construction Phase - Fuel Remediation	\$13,959.64	33
Maximum Total	\$13,959.64	33

EXHIBIT IV (SA2)

DERIVATION OF CONSULTANT PROJECT COSTS

**LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI**

**BASE BID: RECONSTRUCTION OF THE SOUTHERN GA APRON; DEMOLITION OF TAXIWAY C
CONSTRUCTION PHASE SERVICES - FUEL REMEDIATION (LOCAL ONLY)**

November 17, 2022

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
		(2022 rates)	
Principal	0	\$89.91	\$0.00
Project Manager II	0	\$72.91	\$0.00
Project Manager I	25	\$56.76	\$1,419.00
Senior Engineer I	0	\$42.60	\$0.00
Engineer I	0	\$32.69	\$0.00
Senior Planner I	0	\$41.64	\$0.00
Planner I	0	\$32.80	\$0.00
Senior Technician I	0	\$40.40	\$0.00
Technician II	0	\$35.18	\$0.00
Environmental Specialist III	1.5	\$44.90	\$67.35
Admin/Account. Assistant/Intern	6.5	\$20.77	\$135.01
	<u>33.0</u>		

Total Direct Salary Costs = \$1,621.36

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a	Percentage of Direct Salary Costs	@	<u>166.61</u>	%	=	\$2,701.34
2b	FCCM Rate (Optional)	@	<u>0.23</u>	%	=	\$3.73

3 SUBTOTAL:

Items 1 and 2 = \$4,326.42

4 PROFIT:

15 % of Item 3 Subtotal = \$648.96 Fixed Fee
Adjustment to Actual = ~~(\$523.22)~~
Subtotal = \$4,452.17

5 OUT-OF-POCKET EXPENSES:

a. Mileage	253	Miles @	\$0.585 / Mile =	\$148.01	
b. Construction Vehicle	0	Days @	\$12.00 / Day =	\$0.00	
c. Meals	0	Days @	\$45.00 / Day =	\$0.00	
d. Motel	0	Nights @	\$105.00 / Night =	\$0.00	(\$96 + tax per GSA.gov)
e. Printing and Shipping			=	\$0.00	

Total Out-of-Pocket Expenses = \$148.01

6 SUBCONTRACT COSTS:

a. Environmental Testing (Terracon) - Per Actual Invoices	=	\$8,836.25
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00
	=	\$8,836.25

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$13,436.42 Not to Exceed

EXHIBIT V – SA2

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

**LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI**

BASE BID: RECONSTRUCTION OF THE SOUTHERN GA APRON; DEMOLITION OF TAXIWAY C
ALTERNATE 1: REALIGNMENT OF TAXIWAY B FROM TAXIWAY A TO THE GA APRON
ALTERNATE 2: RECONSTRUCTION OF THE NORTHERN PORTION OF THE GA APRON

	Principal	Project Manager II	Project Manager I	Senior Engineer I	Engineer I	Senior Planner I	Planner I	Senior Technician I	Technician II	Environmental Specialist III	Administrative Accounting Assistant/Intern	Other Costs
Classification:	\$275.90	\$223.74	\$174.18	\$130.72	\$100.31	\$127.78	\$100.65	\$123.97	\$107.96	\$137.78	\$63.74	
Gross Hourly Rate:												
A. BASIC SERVICES												
1. Construction Phase - Fuel Remediation (LOCAL ONLY):												
General Office Time/Conference Calls/Coordination			25							1.5	6.5	
General Field Time												
Sampling and Testing of In-Situ Contaminated Soils, Chain of Custody												
Field PID Testing of Soils To Remain												
Sampling and Testing of Soils To Reamain, Chain of Custody												
Sample and Test remediated soils prior to ultimate burial/landfilling												
Provide results to MoDNR in report format												
Total hours =	33.0	0	0	25	0	0	0	0	0	1.5	6.5	(1, 2, 3, 4, 5)
Total =	\$13,959.64	\$0.00	\$0.00	\$4,354.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$206.67	\$414.28	\$8,984.26
PART A SUBTOTAL = \$13,959.64												
GRAND TOTAL = \$13,959.64												