BILL NO. 3036-24

ORDINANCE NO. 2994-24

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC TO PROVIDE PROFESSIONAL SERVICES ON SOUTH HANGAR DEVELOPMENT PHASE 1 AT THE CAMDENTON MEMORIAL-LAKE REGIONAL AIRPORT

WHEREAS, the City of Camdenton desires to expand hangar options to enhance the Camdenton Memorial-Lake Regional Airport.

THREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement with Crawford, Murphy & Tilly, Inc to provide professional services on South Hangar Development Phase I at the Camdenton Memorial-Lake Regional Airport. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. This Ordinance shall be in full force and in effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time this 6 day of August 2024.

Read the second time and passed and approved this 6 day of August 2024.

John D. McNabb, Mayor

ATTEST:

Renée Kingston, MMČ/MPCC Assistant City Administrator/City Clerk



2024 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between <u>City of Camdenton</u>, whose address is <u>437 W. US HWY 54 Camdenton</u>. MO 65020, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the CLIENT desires the following described professional engineering, land surveying or architectural services:

Provide the City of Camdenton with professional services on South Hangar Development Phase 1 at the Camdenton Memorial-Lake Regional Airport. The work shall be in accordance with the scope of services provided in Attachment A.

NOW THEREFORE, the ENGINEER agrees to provide the above described services and the CLIENT agrees to compensate the ENGINEER for these services in the manner checked below:

On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost.

At the lump sum amount of \$____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER.

IT IS FURTHER MUTUALLY AGREED:

The maximum fee amount will not exceed \$47,250.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2024.

CLIENT:	ENGINEER:
City of Candenton (Client Name)	CRAWFORD, MURPHY & TILLY, INC.
- Mu d My/M	(Signature)
John D. Mc Nabb, Mayor (Name and Title)	Sr. VacAssight (Name and Title)
Angust le, 2024	7/30/2024 Date

CMT Job No.

STANDARD GENERAL CONDITIONS Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER; and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. CLIENT will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by ENGINEER in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. <u>Risk Allocation</u> Check box if this does not apply

The total liability, in the aggregate, of the ENGINEER and ENGINEER'S officers, directors, employees, agents and consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses or damages arising out of the ENGINEER'S services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of ENGINEER or ENGINEER'S officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by CLIENT, ENGINEER will develop a schedule of important milestones as necessary for the project for CLIENT'S review and approval. ENGINEER will monitor performance of services for conformance with the schedule and will notify CLIENT of any necessary changes to or deviations from the schedule. Where required by approved project schedule, ENGINEER will present the required deliverables and complete the required tasks at the appropriate intervals for CLIENT'S review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC. STANDARD SCHEDULE OF HOURLY CHARGES JANUARY 1, 2024

Classification	Regular Rate	
Principal	\$ 290	
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 280	
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 240	
Sr. Structural Engineer II Sr. Architect II	\$ 225	
Sr. Technician II	\$ 200	
Aerial Mapping Specialist	\$ 195	
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 195	
Technical Manager II Environmental Scientist III	\$ 180	
Sr. Technician I	\$ 175	
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 175	
Environmental Scientist II Technician II	\$ 150	
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 125	
Administrative/Accounting Assistant	\$ 85	

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost.

ATTACHMENT A - ESTIMATING DATA & SCOPE OF WORK

Professional Site Design – Civil Site design for South Hangar Development Phase 1 at the Camdenton Memorial-Lake Regional Airport

Crawford Murphy & Tilly, Inc. Proposal for Professional Engineering Services

Civil Site Design for South Hangar Development Phase 1 At Camdenton Memorial-Lake Regional Airport

July 30, 2024

Prepared For: City of Camdenton

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ATTACHMENT A – ESTIMATING DATA & SCOPE OF WORK

Professional Site Design – Civil Site design for South Hangar Development Phase 1 at the Camdenton Memorial-Lake Regional Airport

GENERAL PROJECT INFORMATION & FEATURES

The City of Camdenton is in the process of working with a private developer for the development of a new hangar complex at the Camdenton Memorial-Lake Regional Airport. The new Hangar complex will be developed on an approximately 6-acre site and include room for approximately 4 75x85 hangar units and 5 60x60 hangar units in the first phase of development and approximately 13 additional 60x60 hangar units and a community hangar in additional phases to follow at a later date. In addition to the hangars, taxilane pavement and vehicle parking will be provided to access the hangars.

As a part of this development, the City of Camdenton is looking to contract CMT to provide professional services to provide construction plans for civil site work for Phase 1 of this development stated above. CMT's Tasks are limited to the following work

- A. Design Phase Professional Services for
 - 1. Hangar, taxiway pavement and vehicle parking layout
 - 2. General site grading including pavement spot elevation grades and any necessary site drainage not associated with the hangars.
 - 3. Assistance with preparation and submittal of data for FAA 7460 airspace approval.

It is understood that all improvements will be designed in general conformance to FAA and local standards, unless otherwise requested by the City of Camdenton. It is understood that CMT will provide design drawings for these improvements to the City of Camdenton and their developer who will be responsible for the construction. Any construction phase services are not considered a part of this scope but may be added on an hourly basis via supplemental agreement upon completion of the design. The scope of services includes effort associated for the development of the proposed deliverable under the following tasks

Topographic Survey:	Not Included. The City of Camdenton to provide CMT with a topographic survey of the proposed development area.
Geotechnical Investigation:	Not included.
Pavement Design:	Not included provide by developer. CMT will review pavement design if proposed fleet mix using the facilities is provided.
Geometric Layout Design:	Establish aircraft taxilanes and apron geometrics to accommodate aircraft that can utilize the hangar sizes selected by the owner. Owner shall verify design aircraft and any operational restrictions.
	Establish vehicle parking and roadway access to meet the requirements of the City of Camdenton and their developer.
Site Grading and Drainage Design:	Prepare site and grading plans in accordance with FAA and local requirements.
Drainage Modeling:	This work will not include any detention modeling or BMPs unless otherwise required by the City of Camdenton, which will then need to be added to the scope of work.
Erosion Control:	Erosion control plans designed around the proposed grading are included in the scope of work and will include the necessary details needed to resist storm water runoff and comply with an anticipated land disturbance permit from the State of Missouri. The land disturbance permit and any permit requirements are assumed to be covered by the developer and their contractor.
Lighting Design:	Lighting and other electrical improvements are not included in this scope.
Utility Development:	Utility development or coordination is not included in this scope.

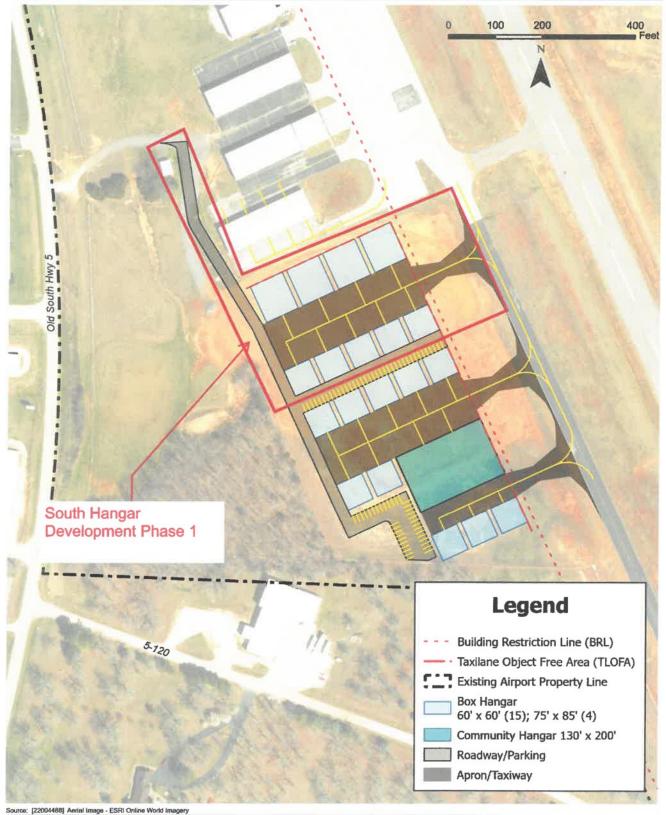
ATTACHMENT A - ESTIMATING DATA & SCOPE OF WORK

Professional Site Design – Civil Site design for South Hangar Development Phase 1 at the Camdenton Memorial-Lake Regional Airport

Development of CSPP:	Preparation of a Construction Safety Phasing Plan meeting FAA standards			
Submittal of 7460 Airspace case studies:	Coordination and submittal of FAA Form 7460 airspace case studies for the taxilanes and hangar buildings. CMT will also assist in the submittal of additional airspace case studies as directed by the City of Camdenton for temporary construction equipment.			
Design Report:	A letter format design memo will be completed to summarize our design rational for the City.			
Plan Sheet Development	The following plan sheets included in the final deliverable are summarized below: - Cover sheet - General Notes - CSPP Notes - Phasing Sheets - Layout Plans - Typical Section - Grading and Drainage Plans - Erosion Control Plan - Spot Elevation Plans - General/Drainage/Erosion Control/Structural Details (as needed)			
Technical Specifications:	Associated MoDOT specifications for work items will be referenced.			
Items to be Provided by Camdenton:	Items to be provided by the City of Camdenton include:			
	 Topographic Survey Owner coordination Improvements under development that affect CMT's design Proposed Building heights and any other items needed to submit 7460's Timely Plan Reviews & Comments 			
Schedule:	The scope of services assumes 1 pre-final plan deliverable for review and comment by the owner, and one final document deliverable for plans. Any effort associated with revisions resulting for multiple plan reviews or a request for additional submittals will be considered out-of- scope.			
	 The proposed deliverables can be provided on the following schedule: Pre-Final Plans: 14 days after Notice to proceed. Final Plans, 3 days after any comments from Pre-Final Plans. 			

SCOPE EXCLUSION LIST			
No As-Build Survey or Plans	No Environmental Documentation	No Construction Inspection	
No Bidding Assistance	No Permitting	No Topographic Survey	
No Geotechnical Investigations	No Contract Specifications	No Opinion of Probable Cost	
No building or foundation design	No Boundary Survey or Plats/Descriptions	No Functional Equivalent Fee	
No utility coordination	No Offsite Improvements	No lighting or electrical design	
No retaining wall design	No above ground structural design		
No drainage modeling	No roadway permitting/coordination		

Camdenton Memorial - Lake Regional Airport





SW Hangar Development Option F Exhibit x-x

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