



**NIXA CITY COUNCIL
Tentative Agenda
May 9th, 2022
7:00 PM
NIXA CITY HALL
715 W. MT. VERNON**

This meeting will be conducted at 715 W. Mt. Vernon. Individuals may view the meeting live on our YouTube channel: <https://www.youtube.com/c/CityofNixa>

**Call to Order
Roll Call
Pledge of Allegiance**

Proclamation:

National Economic Development Week – May 9th – 13th

Visitors (Speaker Card Required; Comments Limited to 5 Minutes):

None Scheduled

Presentations:

Chris Russell – Nixa Sucker Day's

Ordinances (First Reading and Public Hearing; Comments Limited to 5 Minutes; No Council Vote Anticipated):

Council Bill #2022-051 Amending the 2022 Annual Budget to Appropriate Funds for the Scoping for a Police Department Expansion

Council Bill #2022-052 Authorizing the City Administrator to Execute Contracts with Southwest Power Pool and Southwestern Power Administration for the Provisions of Electric Transmission Services in the City

Council Bill #2022-053 Amending the 2022 Annual Budget to Reflect Several Adjustments to the Utility Department Funds

Council Bill #2022-054 Rezoning the Real Property Generally Located Along the 900 Block of East Mount Vernon Street From the R-1 Residential District to the General Commercial District

Council Bill #2022-055 Rezoning the Real Property Generally Located Along the 400 Block of East Mount Vernon Street From the R-1 Residential District and the Neighborhood Commercial District to the General Commercial District

Council Bill #2022-056 Amending Chapter 105 of the Nixa City Code to Add Provisions Related to the Protection and Preservation of Karst Features

Council Bill #2022-057 Amending the 2022 Annual Budget to Appropriate Funds for Design Services for Parks' Facilities

Ordinances (Second Reading and Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):

Council Bill #2022-042 Amending the 2022 Annual Budget to Appropriate Funds for a Full-Time Paralegal Position

Resolutions: (Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):

Resolution #2022-051 Authorizing the City Administrator to Execute Several Contracts with Certain Qualified Vendors for Building Code Consultation

Resolution #2022-052 Authorizing the City Administrator to Execute a Contract with D&E Plumbing, for Concrete Maintenance and Repair

Resolution #2022-053 Amending the City's Personnel Handbook by Modifying Policy 7.1.3 to Add Juneteenth As a Listed Paid Holiday

Resolution #2022-054 Authorizing the City Administrator to Execute a Contract with Andrews Technology HMS, Inc. For Time and Attendance Software

Mayor and Council Member Reports:

Adjournment:

Council/ Staff Liaisons

Jarad Giddens/Doug Colvin-Public Works **Darlene Graham**/Joe Campbell-Police
Amy Hoogstraet/Matt Crouse-Park **Aron Peterson**/Garrett Tyson-Planning/Development
Shawn Lucas/Jennifer Evans-Finance & Amanda Hunsucker
Justin Orf/Cindy Robbins-Administration/Court & Drew Douglas-Communications

**CITY OF NIXA
OFFICE OF THE MAYOR
STATE OF MISSOURI**

PROCLAMATION

WHEREAS, economic development helps to promote the well-being and quality of life for communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers value entrepreneurship and small business incubation to help establish the next generation of new businesses, which is key to the American economy; and

WHEREAS, the City of Nixa acknowledges the power of partnerships and collaboration in achieving its goals for the community, which is why the City partners with local economic development groups and economic developers; and

WHEREAS, the creation of new opportunities for businesses and entrepreneurs is a key component to securing the City of Nixa's economic future for generations to come; and

WHEREAS, the City of Nixa is committed to fostering a business climate that will attract employers, enable the City to grow and remain competitive on a global scale, and generate new jobs and opportunities for our citizens.

NOW, THEREFORE, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim May 9th – 13th, 2022 as

"National Economic Development Week"

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 9th day of May 2022.

Mayor

ATTEST:

City Clerk



Issue: BUDGETARY AMENDMENT FOR POLICE DEPARTMENT SCOPE OF WORK PROJECT

Date: April 29, 2022

Submitted By: Joe Campbell, Chief of Police

Background

In 2020, the police department budgeted money to conduct a scope of work project to better understand the feasibility and financial costs of a police department remodel/expansion. That project was completed, and the results were presented to city council.

Recently, further discussion about the need for a police department expansion has necessitated a more detailed look at the feasibility of expansion of our facility on our existing city property. Additionally, we would like to explore additional options that would reconfigure or repurpose existing city facilities and infrastructure. This analysis necessitates additional funding to expand the scope of work project that has already been produced.

Analysis

The goal of this project is to determine the feasibility and affordability of a police department expansion. After speaking to Insight Design Architects about the additional scoping project, we were given a quote for the cost of their services in the amount of approximately \$39,800.00. Currently, I have \$7,800.00 allocated in the police department professional services line for this project. I am requesting a budgetary amendment in the amount of \$32,000.00 to complete the additional scope of work for the police department building renovation/ expansion.

Recommendation

Staff recommends approval of this budget amendment.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR THE SCOPING FOR A POLICE DEPARTMENT EXPANSION.

WHEREAS Section 67.040 RSMo. provides that after a budget has been approved no increase in the revenues or expenditures from any fund shall be made unless the governing body adopts a measure setting forth the facts and reasons making the increase necessary and authorizing the increase; and

WHEREAS Section 8.7 of the City Charter authorizes the City Council to amend budgeted revenues and expenditures upon the request of the City Administrator; and

WHEREAS the City Administrator has requested a budget amendment as reflected in "Council Bill Exhibit A" and for the purposes referenced therein; and

WHEREAS the City Council desires to amend the City's 2022 budget for the purposes identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City of Nixa's 2022 Annual Budget is hereby amended in the accounts and the amounts as shown on "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference.

SECTION 2: City Council finds that the budget amendment enacted by this Ordinance has been recommended by the City Administrator. The City Administrator is directed to cause the appropriate accounting entries to be made in the books and records of the City to reflect the budget amendment enacted by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

47 **ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____ 2022.**
48

49 ATTEST:
50

51 _____
52 CITY CLERK

PRESIDING OFFICER

53
54 **APPROVED BY THE MAYOR.**

55
56 ATTEST:
57

58 _____
59 CITY CLERK

MAYOR

60
61 APPROVED AS TO FORM:
62

DATE OF APPROVAL

63 _____
64 CITY ATTORNEY

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$10,000	11	Professional Fees	11-200-5160000	Current
\$10,000	02	Professional Fees	02-850-5160000	Current

Explanation: To amend the current budget of the City of Nixa to appropriate additional funds for a scoping study for Police Department Expansion.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	
Water	
Wastewater	
ARPA	
Admin	\$40,000
Police	\$100,329
Street	
Park	\$7,500
Planning & Development	
TOTAL	<u>\$147,829</u>



Issue: FIRST READING FOR COUNCIL BILL #2022-052 REVISED/UPDATED ELECTRIC TRANSMISSION AGREEMENTS WITH SOUTHWEST POWER POOL AND SOUTHWESTERN POWER ADMINISTRATION

Date: 04.28.2022

Submitted By: Doug Colvin
Assistant City Administrator – Director, Nixa Utilities and Public Works

Background

In 2017, Nixa Electric Utility began new transmission service for delivery of wholesale power and entered (2) agreements for this service with Southwest Power Pool (SPP) and the Southwestern Power Administration (SWPA). Execution of these two agreements is necessary to renew and adopt minimal changes described below.

The Network Integration Transmission Service Agreement (NITSA) with SPP is the standard FERC-approved agreement for the delivery of power to Nixa from the SPP Network. The Network Operating Agreement (NOA) between Nixa, SPP and SWPA is for the transmission of power by SPP over SWPA owned facilities.

Analysis

Changes in the NITSA include removing certain system wide transmission upgrades for which Nixa is no longer being charged (Attachment 1, Section 8.10), the removal of some limiting facilities that are no longer applicable in Appendix 3, Attachment A, some changes in the list of Network Resources table in Appendix 1 (removal of comments and updating of dates) and of course the term dates are updated.

The only changes in the NOA between SPP/SWPA/Nixa is to update the name of the contact person for notices under the agreement and the term date.

Recommendation

Staff's intention is to bring this back for a Second Reading at the next meeting. Until then staff is available to answer any questions you may have.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE CONTRACTS WITH SOUTHWEST POWER POOL**
3 **AND SOUTHWESTERN POWER ADMINISTRATION FOR THE PROVISIONS OF**
4 **ELECTRIC TRANSMISSION SERVICES IN THE CITY.**

5 _____
6
7 **WHEREAS** Section 70.220 RSMo., authorizes the political subdivisions of the
8 State to contract and cooperate with other government entities for the planning,
9 development, construction, acquisition or operation of any public improvements or facility,
10 or for a common service; and

11
12 **WHEREAS** in 2017, the City engaged in a new transmission service for the
13 delivery of wholesale power and entered into contracts with the Southwest Power Pool
14 ("SPP") and the Southwestern Power Administration ("SWPA") to accomplish this; and

15
16 **WHEREAS** changes have been proposed to the Network Integration Service
17 Agreement with the SPP and the Network Operating Agreement between the City, SPP,
18 and SWPA; and

19
20 **WHEREAS** the Council desires to authorize the execution of the documents
21 attached hereto as "Council Bill Exhibit A" and "Council Bill Exhibit B," which incorporate
22 the proposed changes.

23
24 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
25 **NIXA, AS FOLLOWS, THAT:**

26
27 **SECTION 1:** The City Administrator, or designee, is hereby authorized to enter
28 into the Contracts attached hereto, and incorporated herein by this reference, as "Council
29 Bill Exhibit A" and "Council Bill Exhibit B." Said Contracts shall be in substantially similar
30 form as the documents attached hereto as "Council Bill Exhibit A" and "Council Bill Exhibit
31 B," respectively.

32
33 **SECTION 2:** The City Administrator and the officers of the City are hereby
34 authorized to do all things necessary or convenient to carry out the terms and intent of
35 this Ordinance.

36
37 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
38 passage by the City Council and after its approval by the Mayor, subject to the provisions
39 of section 3.11(g) of the City Charter.

40
41
42 **[Remainder of Page intentionally left blank. Signature Page follows.]**
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47 **ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____ 2022.**

48

49 ATTEST:

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51 _____

52 CITY CLERK

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55 **APPROVED BY THE MAYOR.**

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57 ATTEST:

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59 _____

60 CITY CLERK

61

62 APPROVED AS TO FORM:

63

64 _____

65 CITY ATTORNEY

PRESIDING OFFICER

MAYOR

DATE OF APPROVAL

**SERVICE AGREEMENT
FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
BETWEEN
SOUTHWEST POWER POOL, INC.
AND
CITY OF NIXA, MISSOURI**

This Network Integration Transmission Service Agreement (“Service Agreement”) is entered into this 1st day of June, 2022, by and between City of Nixa, Missouri (“Network Customer”), and Southwest Power Pool, Inc. (“Transmission Provider”). The Network Customer and Transmission Provider shall be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff (“Tariff”) filed with the Federal Energy Regulatory Commission (“Commission”) as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.
- 2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through May 31, 2030. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Tessie Kentner
201 Worthen Drive
Little Rock, AR 72223-4936
Email Address: tkentner@spp.org
Phone Number: (501) 688-1762

Network Customer:

Doug Colvin
P.O. Box 395
1111 W. Kathryn Street
Nixa, MO 65714
Email Address: dcolvin@nixa.com
Phone Number: (417) 724-5670

- 7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.
- 8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

<u>TRANSMISSION PROVIDER</u>	<u>NETWORK CUSTOMER</u>
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Printed Name	Printed Name
<hr/>	<hr/>
Title	Title
<hr/>	<hr/>
Date	Date

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT**

**BETWEEN SOUTHWEST POWER POOL AND CITY OF NIXA, MO
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE**

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in the Southwestern Power Administration Zone(s) as listed in Appendix 3. The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as is required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters, may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Zone(s) and Intervening Systems Providing Transmission Service

The affected Zone(s) is/are Southwestern Power Administration. The intervening systems providing transmission service are none.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are electrically located within the Southwestern Power Administration Zone(s). The load is dynamically telemetered into and included in the SPP consolidated Balancing Authority Area.

6.0 Delivery Points

The delivery points are the interconnection points of the Network Customer identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge: Reserved

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A1 of the Tariff.
- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.

- g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

Southwestern will provide Operating Reserve-Spinning Reserve Service and Operating Reserve-Supplemental Reserve Service associated with the Southwestern Purchase identified in this Service Agreement.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff for all resources other than those delivered by Southwestern.

8.6 Real Power Losses – Distribution: Reserved

8.7 Power Factor Correction Charge: Reserved

8.8 Redispatch Charge

Redispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge: Reserved

8.10 Network Upgrade Charges: Reserved

The Dogwood resource identified in transmission service request 91119197 is contingent upon the completion of required upgrades as specified below; designation of this resource shall be effective on December 1, 2020 and shall remain effective through 6/1/2030. The requested service depends on and is contingent on completion of the following 2020-AG1-AFS-3 network upgrades specified below. Costs of these upgrades are not assignable to the Network Customer.

Network Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Greenwood breaker replacements (143183)	Replace 2 breakers, relays at Greenwood 161 kV substation	KCPL	6/1/2021

8.11 Meter Data Processing Charge: Reserved

8.12 Other Charges

A. Revenue credits to Upgrade Sponsors are required for the following Creditable Upgrades in accordance with Attachment Z2 of the SPP OATT:

Upgrade Name	Total Credit Payment Due	Amount Covered by Base Plan Funding	Amount of Directly Assigned	Studied Service Request #	Start Date	End Date
HUGO - VALLIANT 345KV CKT 1	\$55,269.48	\$55,269.48	\$-	91490397	12/1/2020	6/1/2030
Neosho - Riverton 161kV Line Rebuild (EMDE)	\$200,456.46	\$133,637.64	\$66,818.82	91490397	12/1/2020	6/1/2030
Neosho - Riverton 161kV Line Rebuild (WERE)	\$25,510.92	\$17,007.28	\$8,503.64	91490397	12/1/2020	6/1/2030
SUB 110 - ORONOGO JCT. - SUB 452 -	\$2,400.84	\$1,600.56	\$800.28	91490397	12/1/2020	6/1/2030

Upgrade Name	Total Credit Payment Due	Amount Covered by Base Plan Funding	Amount of Directly Assigned	Studied Service Request #	Start Date	End Date
RIVERTON 161KV CKT 1						
Sunnyside Relays for Grady Interconnection	\$971.28	\$971.28	\$-	91490397	12/1/2020	6/1/2030
Terry Road 345kV Station (NU)	\$567,382.56	\$567,382.56	\$-	91490397	12/1/2020	6/1/2030
Valliant 345 kV (AEP)	\$9,365.10	\$9,365.10	\$-	91490397	12/1/2020	6/1/2030
Neosho - Riverton 161kV Line Rebuild (EMDE)	\$735,811.86	\$735,811.86	\$-	91119197	12/1/2020	6/1/2030
Neosho - Riverton 161kV Line Rebuild (WERE)	\$93,641.88	\$93,641.88	\$-	91119197	12/1/2020	6/1/2030
SUB 110 - ORONOGO JCT. - SUB 452 - RIVERTON 161KV CKT 1	\$3,511.86	\$3,511.86	\$-	91490387	12/1/2020	6/1/2026

B. The compensation paid by the Network Customer due to Southwestern is subject to a charge for condition of service and/or transformation for deliveries with transformer losses in accordance with Southwestern's applicable rate schedules and the terms and conditions of a contract between Southwestern and the Network Customer with such charges to be billed by Southwestern.

8.13 Candidate Incremental LTCRs

- * Source _____
- * Sink _____
- * Candidate Incremental LTCR MW _____
- * Term (years from in-service date of Network Upgrade) _____

9.0 Credit for Network Customer-Owned Transmission Facilities: Reserved

10.0 Designation of Parties Subject to Reciprocal Service Obligation: Reserved

11.0 Other Terms and Conditions: Reserved

APPENDIX 1

Network Resources of City of Nixa, MO

APPENDIX 1
CITY OF NIXA, MO NETWORK RESOURCES

Network Resource Name	Service Start Date	Service End Date	Firm Transmission Rights	Comments
DOGWOOD	12/1/2020	5/31/2030	30 MW	
GRDAHUB2	12/1/2020	5/31/2026	15 MW	
RUSH SPRINGS WIND	12/1/2020	5/31/2030	10 MW	
SPA PPA	6/1/2020	5/31/2030	5 MW	

Appendix 2

Receipt Points of City of Nixa, MO

APPENDIX 2 CITY OF NIXA, MO RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)
All Transmission Customer Interconnection Points on the Transmission Provider's Transmission System	Various	Various

Appendix 3

Delivery Points of City of Nixa, MO

APPENDIX 3 CITY OF NIXA, MO DELIVERY POINTS

Delivery Point Name	Ownership	Voltage (kV)
NIXA DT 2	NIXA	69
NXA TRK 2	NIXA	69
NX ESPY 2	NIXA	69
NIXA NE2	NIXA	69

Attachment A

Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount (MW)	Outage(s)	Season of Relief
91119197	GREENWOOD – LEE’S SUMMIT 161KV CKT 1	FROM->TO	Greenwood breaker replacements	7.5	PLEASANT HILL – LAKE WINNEBAGO 161KV CKT 1	Starting 2021 6/1 - 10/1 Until EOC of Upgrade
91119197	GREENWOOD – LEE’S SUMMIT 161KV CKT 1	FROM->TO	Greenwood breaker replacements	6.6	P12:161:GMO:PLEASANTHILL-LAKEWINNEBAGO-HOOKRD	Starting 2021 6/1 - 10/1 Until EOC of Upgrade
91119197	GREENWOOD – LEE’S SUMMIT 161KV CKT 1	FROM->TO	Greenwood breaker replacements	5	LAKE WINNEBAGO – HOOK ROAD 161KV CKT 1	Starting 2021 6/1 - 10/1 Until EOC of Upgrade

**NETWORK OPERATING AGREEMENT
AMONG
SOUTHWEST POWER POOL, INC.,
CITY OF NIXA, MISSOURI
AND
SOUTHWESTERN POWER ADMINISTRATION**

This Network Operating Agreement (“Operating Agreement”) is entered into this 1st day of June, 2022, by and between City of Nixa, Missouri (“Network Customer”), Southwest Power Pool, Inc. (“SPP” or “Transmission Provider”) and Southwestern Power Administration (“Southwestern”), as owner of transmission facilities subject to this Operating Agreement. The Network Customer, Transmission Provider and Southwestern shall be referred to individually as a “Party” and collectively as “Parties.”

WHEREAS, SPP and Southwestern have entered into an agreement which authorizes SPP to (1) utilize Southwestern’s transmission facilities under SPP’s Open Access Transmission Tariff (“Tariff”), as filed with the Federal Energy Regulatory Commission (“Commission”), for services offered by SPP, and (2) perform certain administrative duties, all pursuant to Attachment AD of the SPP Tariff;

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Tariff filed with the Commission;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, Southwestern owns the transmission facilities to which the Network Customer’s Network Load is physically connected;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement (“Service Agreement”) under the Tariff; and

WHEREAS, Southwestern and Network Customer have entered into a separate agreement, which may be amended from time to time by these entities, with specific terms and conditions,

including, but not limited to, provisions for upgrades, ownership, maintenance, and replacement of facilities that establish the point of delivery and the Balancing Authority Area boundaries of the Parties.

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Southwestern, and Network Customer will cooperate and Southwestern and Network Customer will operate, or cause to be operated, their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow Southwestern and the Network Customer to operate, or cause to be operated, their systems and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

- 2.1 Each Party shall designate a representative and alternate (“Designated Representative(s)”) from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.
- 2.2 The Designated Representatives shall represent the Transmission Provider, Southwestern, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.
- 2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting

agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 14.0.

3.0 System Operating Principles

- 3.1 The Network Customer must design, construct, and operate, or cause to be designed, constructed, and operated, its facilities safely and efficiently in accordance with Good Utility Practice, North American Electric Reliability Corporation (“NERC”), SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by Southwestern and Transmission Provider.
- 3.2 Southwestern and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.
- 3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of Southwestern and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations are permitted either on a continuing basis or for intermittent switching or other service needs. In addition, the Network Customer shall not connect the transmission system of Southwestern to the transmission system of another entity, including to the transmission system of the Network Customer, through any designated point of delivery in Appendix 3 of the Service Agreement without the written approval of Southwestern. Each Party shall exercise due diligence and

reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

- 3.4 The Network Customer shall operate, or cause to be operated, its systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.
- 3.5 Southwestern shall operate, or cause to be operated, its systems and delivery points in continuous synchronism and in accordance with applicable NERC Standards, SPP Criteria as incorporated into Attachment AD of the Transmission Provider's Tariff, and Good Utility Practice. As applicable to Southwestern only, the term "SPP Criteria" as used herein shall be the SPP Criteria attached as an exhibit in the currently effective agreement between Southwestern and SPP identified as Attachment AD to the SPP Tariff. In the event of a conflict between this Agreement and the SPP Criteria as defined in this Section 3.5, the provisions of this Agreement shall control except as provided in this Section 3.5. Any changes to the SPP Criteria that SPP proposes to be applicable to this Agreement shall be evidenced by an executed amendment to this Agreement to include such modified SPP Criteria.
- 3.6 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove, or cause to be removed, the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.
- 3.7 The Transmission Provider and Southwestern, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.
- 3.8 In an emergency, the reasonable judgment of the Transmission Provider and Southwestern, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and

reliable operation of the transmission system. The Transmission Provider or Southwestern, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Southwestern, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

- 3.9 Services provided by the Transmission Provider for the Network Customer in accordance with the Service Agreement requires the utilization of SPP facilities not owned by Southwestern and interconnected to Southwestern through a separate contract among Southwestern, SPP, and GridLiance High Plains, LLC, formerly South Central MCN, LLC. If, for any reason, the separate contract between Southwestern, SPP and GridLiance High Plains, LLC, is terminated, rescinded, cancelled, rendered inoperative, or is amended in such a manner which precludes service by the Transmission Provider to the Network Customer, the Network Customer would continue to receive service from the Transmission Provider pursuant to current obligations outlined in the SPP Open Access Tariff and the SPP Governing Documents Tariff.

4.0 System Planning & Protection

- 4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Southwestern the following information:
- a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;
 - b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak

demand and energy requirements provided in (a);

- c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
- d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed, or caused to be constructed, by the Network Customer which facilities are expected to affect the planning and operation of the transmission system of Southwestern that may or may not be within Southwestern's Balancing Authority Area.

This information is to be delivered to the Transmission Provider's and Southwestern's Designated Representatives pursuant to Section 2.0.

- 4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency or unless required by law or regulation applicable to Southwestern.
- 4.3 Southwestern, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Southwestern will provide the following to the Network Customer:
 - a) A statement regarding the ability of Southwestern's transmission system to meet the forecasted deliveries at each of the delivery points;
 - b) A detailed description of any constraints on Southwestern's system within the five (5) year horizon that will restrict forecasted deliveries; and
 - c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of Southwestern and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary

modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff subject to Attachment AD of the Tariff and as limited by Article 22.0 of this Operating Agreement.

For all other constraints Southwestern, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer pursuant to Attachment AD of the Tariff and Article 22.0 of this Operating Agreement.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff, and with the Commission's rules, regulations, policies, and precedents then in effect subject to Attachment AD of the Tariff, all laws and regulations applicable to Southwestern, and Article 22.0 of this Operating Agreement. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff subject to Southwestern's status as a non-jurisdictional entity before the Commission, Attachment AD of the Tariff, all laws and regulations applicable to Southwestern, and Article 22.0 of this Operating Agreement.

- 4.4 Southwestern and the Network Customer shall coordinate, or caused to be coordinated, with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.
- 4.5 The Network Customer shall coordinate with Southwestern regarding the technical and engineering arrangements for the delivery points, including one-line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities, or cause the facilities to be designed and built, to

avoid interruptions on Southwestern's transmission system. The Network Customer shall not modify tap facilities, install additional tap lines, increase tap-line distances, or connect tap lines into other systems thereby causing loop feeds without the express written permission of Southwestern.

- 4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

- 5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from Southwestern's transmission system consistent with Good Utility Practice. The Transmission Provider or Southwestern, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Southwestern may seek as a result any appropriate relief from the Commission.
- 5.2 The Designated Representatives shall establish procedures to coordinate, or cause to be coordinated, the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.
- 5.3 The Network Customer shall obtain, or cause to be obtained: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with Southwestern. The Network Customer shall notify the Transmission Provider and Southwestern as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

- 5.4 Specific terms and conditions for upgrades, ownership, maintenance, and replacement of facilities shall be as specified in a separate agreement between Southwestern and the Network Customer.

6.0 Scheduling Procedures

- 6.1 The Network Customer will be responsible for providing its Resource and load information to the Transmission Provider in accordance with Attachment AE on such date as Southwestern chooses to participate in the SPP Integrated Marketplace.
- 6.2 For Interchange Transactions, the Network Customer shall submit, or arrange to have submitted, the schedule of Energy to or from the Transmission Provider and a transaction identification E-Tag for each such schedule where required by NAESB Standard WEQ-004.
- 6.3 Southwestern is not obligated under this Operating Agreement to satisfy any deficiencies that may occur for the Network Customer as a result of suspension or reduction of schedules by a third party, including but not limited to the Transmission Provider or the Reliability Coordinator, nor is Southwestern obligated to notify any party if such schedules are suspended or reduced due to the action of a third party.

7.0 Ancillary Services

- 7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or, where applicable, self-supply or obtain these services from a third party.
- 7.2 When the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider and Southwestern that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services. Any approval of self-supply or third party Ancillary Services will be subject to Southwestern's technical and operation requirements and have approval from Southwestern prior to self-supply or third-party providing said services.
- 7.3 The Network Customer must designate the supplier of Ancillary Services.
- 7.4 The Network Customer and Southwestern recognize that the Network Customer is

obligated to provide all of the Volt-Amperes Reactive (“VARs”) required for its load served at the points of delivery. The compensation paid by the Network Customer due to Southwestern is subject to an adjustment for power factor in accordance with Southwestern's applicable rate schedules and terms and conditions of a contract between Southwestern and the Network Customer to be billed by Southwestern.

- 7.5 The compensation paid by the Network Customer due to Southwestern is subject to a charge for conditions of service and/or transformation for deliveries in accordance with Southwestern’s applicable rate schedules and terms and conditions of a contract between Southwestern and the Network Customer to be billed by Southwestern.

8.0 Metering

- 8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment as set forth in a separate agreement between Southwestern and the Network Customer. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider’s and Southwestern’s representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) Southwestern access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, Southwestern shall make available, upon request, all load data and other data obtained by Southwestern from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that the meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Southwestern, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner’s equipment

or any Party's fulfillment of any statutory or contractual obligation.

- 8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Southwestern, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to records of electric service furnished since the beginning of the monthly billing period immediately preceding the billing period during which the test was made, and such correction, when made, shall constitute full adjustment of any claim between the Parties hereto arising out of such inaccuracy of metering equipment. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.
- 8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1 and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

- 9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and

maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system as instructed by the Transmission Provider.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings shall be submitted to the Transmission Provider and Southwestern:

- 1) Analog MW;
- 2) Integrated MWHRS/HR;
- 3) Analog MVARs; and
- 4) Integrated MVARHRS/HR.

The provision of this data to Southwestern is subject to the request of Southwestern. This data must be provided to Southwestern within twenty (20) Business days upon request. All Network Resources shall be used in the determination of the Network load of the Network Customer.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of generation resources belonging to the Network Customer or curtailment of loads of the Network Customer to relieve existing or potential transmission system constraints. The Transmission Provider shall redispatch Resources in accordance with the Energy and Operating Reserve Markets operations specified in Attachment AE at such time as Southwestern chooses to participate in the SPP Integrated Marketplace. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate using the settlement procedures specified in Attachment AE at such time as Southwestern chooses to participate in the SPP Integrated Marketplace.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity of the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual

load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, Southwestern shall notify the Network Customer's dispatcher or schedulers of the required action and the Network Customer shall comply immediately.

- 10.3 The Network Customer will coordinate with Southwestern to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and Southwestern shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

- 11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication. Communications requirements and specific details regarding communications and data exchange shall be as set forth in a separate agreement between Southwestern and the Network Customer.
- 11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and Southwestern's Zone or Balancing Authority Area.

12.0 Cost Responsibility

- 12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Southwestern, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, environmental, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy, with any costs determined to be assigned to Southwestern subject to Attachment AD of the Tariff, Article 22.0 of this Operating Agreement, and a separate agreement between Southwestern and the Network Customer.
- 12.2 The Network Customer shall be responsible for all costs incurred by Network

Customer, Southwestern, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy, with any costs determined to be assigned to Southwestern subject to Attachment AD of the Tariff, Article 22.0 of this Operating Agreement, and a separate agreement between Southwestern and the Network Customer. Such work shall include, but is not limited to, normal and extraordinary engineering, environmental, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Attachment AE at such time as Southwestern chooses to participate in the SPP Integrated Marketplace and Section 7 of the Tariff.

14.0 Dispute Resolution

The Parties shall attempt to resolve disputes arising under this Operating Agreement using informal alternative dispute resolution techniques, as provided in Section 12.1 of the Tariff, except that the Parties acknowledge Southwestern cannot submit a dispute to binding arbitration. If a dispute remains unresolved, the Parties acknowledge that any action by or against Southwestern shall be initiated in a Federal court of competent jurisdiction.

15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law and Forum

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas for all Parties except Southwestern;

provided, however, that laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America. Federal law shall control all of Southwestern's obligations and procedures established by this Operating Agreement and the performance and enforcement thereof. The forum for any litigation arising from this Operating Agreement in which Southwestern is a party to said litigation, shall exclusively be a Federal court of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff, subject to Attachment AD of the Tariff, shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement. To the extent that a conflict exists between the terms of the Service Agreement and the terms of the Tariff, the Tariff, subject to Attachment AD of the Tariff, shall control.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission (“Effective Date”), and shall continue in effect until the Tariff or the Network Customer’s Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

Transmission Provider
Southwest Power Pool, Inc.
Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Telephone: (501) 688-1782
Email: tkentner@spp.org

Transmission Owner:
Southwestern Power Administration
Fritha Ohlson
Senior Vice President/COO, Office of Corporate Operations
1 W Third St, Ste 1500
Tulsa, OK 74103-3502
Telephone: (918) 595-6684
Email: fritha.ohlson@swpa.gov

Network Customer
City of Nixa, MO
Doug Colvin
P.O. Box 395
1111 W. Kathryn Street
Nixa, MO 65714
Telephone: (417) 724-5670
Email: dcolvin@nixa.com

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in

writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

21.0 Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

22.0 Availability of Funds to Southwestern

22.1 This Operating Agreement and all rights and obligations hereunder, and any expenditure of funds by Southwestern under the provisions hereof, are expressly conditioned and contingent upon Congress making available (through direct appropriation, authorization of a revolving fund, the authority to borrow funds, or through such other means as it may provide) the necessary funds or the authority to accept funds from others to enable Southwestern to carry out the provisions of this Operating Agreement, and if such funds or authorities are not available, this Operating Agreement shall terminate and have no further force or effect as of the last day for which funds or authorities were available, and the Network Customer hereby releases Southwestern from any and all liability for failure to perform and fulfill its obligations under this Operating Agreement for that reason.

22.2 No obligation contained herein for payment of money by Southwestern, or liability on the part of Southwestern for breach of any of the provisions contained herein, shall be binding upon or enforceable against Southwestern unless and until funds, as provided in Article 22.1 of this Operating Agreement, are available out of which such obligations or liability can be legally paid.

22.3 Nothing in this Operating Agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet any deficiencies or obligations incurred under this Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

(SOUTHWESTERN) TRANSMISSION
OWNER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

NETWORK CUSTOMER

Signature

Printed Name

Title

Date



Issue: First Reading Council Bill #2022-053 Budget Amendments for Utility Departments

Date: 04.28.2022

Submitted By: Doug Colvin
Assistant City Administrator – Director, Nixa Utilities and Public Works

Background

To complete the purchase of the RDE Water System and Tuscany Hills Water and Sewer Systems, staff is requesting budget amendments to incorporate the appropriate spending authorization not included in the original 2022 Budget authorization. Staff is also requesting several adjustments to Electric Department expenditures to meet now anticipated development and price increases unknown at the time of the original 2022 Budget adoption.

Analysis

In addition to and support of the attached Council Bill, there is attached an Exhibit A which includes the requested increases in budget authorization to meet anticipated expenses through the remainder of 2022 for the incorporation of the new water and sewer systems. As part of these expenses, there are a few unanticipated cost increases such as the Department of Natural Resources increase in Primacy Fees or increased cost of materials not anticipated six or seven months ago when the original budget was prepared. As noted, cost increases are the primary reason for the few electric department budget amendments.

To touch on the highlights, these budget adjustment requests include expenditures to purchase and operate the two systems including the initial purchases: \$2,500,000 for the RDE Water System and \$500,000 for the Tuscany Hills Water and Sewer Systems. These additions will of course necessitate adding three new personnel as well as capital investments for a service truck, related tools and equipment and a backhoe (no tools and equipment come with the sale). The bulk of the expenses include that which is typical for operations such as supplies and materials for repairs, meters, tower cleaning/painting, insurance, fuel, and utilities to name a few.

Overall, these adjustments represent an increase in electric department expenditures of \$285,700, an increase in the water department of \$4,142,177 and \$385,107 for the wastewater department.

Water revenues have also been adjusted to include new funds generated by the new water utilities. For the remainder of 2022, water sales revenues are estimated at \$250,000. Wastewater revenues are estimated much lower as there are only 87 customers, so no amendment is proposed at this time.



Recommendation

Staff plans to return with these requests for a second reading of the council bill with a recommendation for adoption. Until then, staff is available to answer any questions or address any concerns you may have.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO REFLECT SEVERAL ADJUSTMENTS TO THE UTILITY DEPARTMENT FUNDS.

WHEREAS Section 67.040 RSMo. provides that after a budget has been approved no increase in the revenues or expenditures from any fund shall be made unless the governing body adopts a measure setting forth the facts and reasons making the increase necessary and authorizing the increase; and

WHEREAS Section 8.7 of the City Charter authorizes the City Council to amend budgeted revenues and expenditures upon the request of the City Administrator; and

WHEREAS the City Administrator has requested a budget amendment as reflected in "Council Bill Exhibit A" and for the purposes referenced therein; and

WHEREAS the City Council desires to amend the City's 2022 budget for the purposes identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City of Nixa's 2022 Annual Budget is hereby amended in the accounts and the amounts as shown on "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference.

SECTION 2: City Council finds that the budget amendment enacted by this Ordinance has been recommended by the City Administrator. The City Administrator is directed to cause the appropriate accounting entries to be made in the books and records of the City to reflect the budget amendment enacted by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

47 **ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____ 2022.**
48

49 ATTEST:
50

51 _____
52 CITY CLERK

PRESIDING OFFICER

53
54 **APPROVED BY THE MAYOR.**

55
56 ATTEST:
57

58 _____
59 CITY CLERK

MAYOR

60
61 APPROVED AS TO FORM:
62

DATE OF APPROVAL

63 _____
64 CITY ATTORNEY

City of Nixa, MO
Budget Amendment

Electric Fund	Expense	Requested Budget Amendment		Revenue Source
G/L Number	Description			
01-700-5174000	Street Lights	\$	100,000	Current
01-700-5182500	Transformers		48,700	Current
01-700-5184000	Underground Electric		20,000	Current
01-700-5132500	Insurance and Bonds		21,000	Current
01-700-5182500	Transformers		96,000	Current
	Total	\$	285,700	Current

Explanation: Electric Fund: To amend the current budget of the City of Nixa to appropriate additional funds due to rising costs of materials and additional insurance requirements by the lease agreements for the substations with MJMEUC.

Water Fund	Requested Budget Amendment		Revenue Source
Revenue	\$	3,250,000	
Expense			
Personnel	\$	118,327	Current
Operations		708,150	Current
Debt		330,200	Current
Capital		3,003,000	Current
Transfers		12,500	Current
Total	\$	4,172,177	

Explanation: Water Fund: To amend the current budget of the City of Nixa to appropriate additional funds due to the acquisition of the RDE and Tuscany Hills systems.

Requested Budget Amendment		Revenue Source
Wastewater Fund		
Expense		
Operations	135,107	Current
Capital	250,000	Current
Total	\$ 385,107	

Explanation: Wastewater Fund: To amend the current budget of the City of Nixa to appropriate additional funds due to the acquisition of the Tuscany Hills system.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	
Water	
Wastewater	
Street	
General	
Admin	40,000
Police	100,329
Park	7,500
Planning/Dev	_____
TOTAL	<u><u>\$147,829</u></u>



Issue: **AN ORDINANCE OF THE NIXA CITY COUNCIL AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.91 ACRES LOCATED ALONG THE 900 BLOCK OF EAST MOUNT VERNON STREET FROM R-1 TO GENERAL COMMERCIAL (GC)**

Date: May 9, 2022

Submitted By: Planning and Development Department

Background

Yuriy and Marina Podolskiy are the owners of approximately 0.91 acres of land located at the NW corner of the intersection of E Mt Vernon St and S Shangri La Ct more particularly described as Lot 4 of the WAA CAA subdivision. As the owner of the real property, the Podolskiy's have applied to rezone this lot from the R-1 single-family residential zoning district into the General Commercial (GC) zoning district.

Analysis

Land Use

The property subject to the application is presently vacant and contains no buildings or structures. The subject property is bounded by Mount Vernon Street to the south; Shangri La Ct to the east, and single-family residences to the north and west. The general character of surrounding land uses is predominantly single-family residential and commercial zoning that fronts Mt Vernon. Commercial land uses become more prevalent along Mt Vernon St (also State Route 14) west of the subject property.

The proposed land use change is consistent with the pattern of development in the vicinity and is typical of development patterns along arterial thoroughfares such as Mt Vernon St.

Transportation

The subject property is directly served Mt Vernon (primary arterial) and Shangri La Ct (local). Traffic to/from the subject property will likely come from/to Mt Vernon St (primary arterial). There is no existing pedestrian or multi-modal facility serving the site.

The impact of traffic generated from potential residential development of the subject property according to the allowable land uses in the GC district is not sizeable relative to the capacity of infrastructure serving the site. Mt Vernon St is of sufficient capacity to serve general commercial land uses at this location.

Public Utilities (Water, Wastewater, Electric)



Municipal water, sanitary sewer, and electric utilities are available to the site and are all sufficient in capacity to serve general commercial land uses. The site is served by the Northeast Regional Lift Station that has sufficient capacity to serve general commercial land uses at this site. The water service closest to the site is not sufficient to provide adequate fire suppression to development at this location. An extension of public infrastructure would be necessary prior to development of the site.

Stormwater Management

The subject property is not served by regional detention facilities and does not appear to be affected by flood hazard area or karst topography. Development of the site must conform to the City's regulations concerning stormwater management.

Other Public Services

The proposed zoning arrangement will add traffic and population to the City's jurisdiction, which will impact a variety of public services in proportion to those increases. Ideally, the impact of these additional residents and patrons will produce economies sufficient to cover additional costs. The City's development regulations will require standards to be met to ensure sufficient access to the site for emergency response, rescue, and fire suppression.

Recommendation

Staff recommends the approval of this application.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA REZONING THE REAL PROPERTY GENERALLY LOCATED ALONG THE 900 BLOCK OF EAST MOUNT VERNON STREET FROM THE R-1 RESIDENTIAL DISTRICT TO THE GENERAL COMMERCIAL DISTRICT.

WHEREAS an application has been filed for a zoning change of the property generally located along the 900 Block of East Mount Vernon Street and which is more specifically described on "Council Bill Exhibit A" ("Application"); and

WHEREAS the Application requests that the City Council rezone said property from the R-1 Residential District to the General Commercial District; and

WHEREAS the Planning and Zoning Commission held a public hearing on the Application at the Commission's May 2, 2022 meeting; and

WHEREAS the Commission, after considering the Application, staff's recommendation regarding the Application, and after holding a public hearing on the Application, failed to make a recommendation of approval as the motion for approval failed for lack of a second; and

WHEREAS the City Council, now having considered the Application, staff's recommendation regarding the Application, and after providing an opportunity for public comment on the Application, now desires to rezone the subject property and amend the City's official zoning map to reflect City Council's action.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The real property described on "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from a R-1 Residential district, or such other zoning district that may apply to said real property, to a General Commercial District and the regulations applicable to said district, as established in the Nixa City Code, shall hereafter apply to said real property.

SECTION 2: The Director of Planning and Development, pursuant to section 117-57 of the Nixa City Code, shall amend the City's official zoning map, said map being established pursuant to section 117-56 of the Nixa City Code, to reflect the zoning action contemplated by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

47 **ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____ 2022.**
48

49 ATTEST:
50

51 _____
52 CITY CLERK

PRESIDING OFFICER

53
54
55 **APPROVED BY THE MAYOR.**

56 ATTEST:
57

58
59 _____
60 CITY CLERK

MAYOR

61
62 APPROVED AS TO FORM:
63

DATE OF APPROVAL

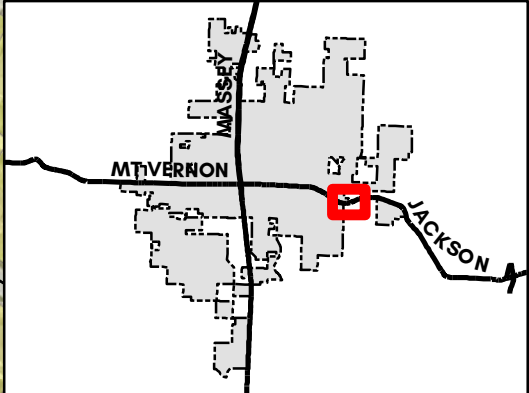
64
65 _____
CITY ATTORNEY

COUNCIL BILL EXHIBIT A

Legal Description

ALL OF LOT FOUR (4), FINAL PLAT OF WAA CAA SUBDIVISION, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

RZN 22-002



Proposed General Commercial Zoning

Legend

CLASS

- FREEWAY
- EXPRESSWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL
- COLLECTOR
- RURAL COLLECTOR
- BOULEVARD
- LOCAL
- RAILROAD
- RAMP
- PRIVATE
- Agricultural
- Single-Family
- Two-Family
- Multi-Family
- City Center
- Transitional Office
- Neighborhood Commercial
- General Commercial
- Highway Commercial
- Light Industrial





Issue: **AN ORDINANCE OF THE NIXA CITY COUNCIL AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.58 ACRES LOCATED ALONG THE 400 BLOCK OF EAST MOUNT VERNON STREET FROM R-1 AND NEIGHBORHOOD COMMERCIAL (NC) TO GENERAL COMMERCIAL (GC)**

Date: May 9, 2022

Submitted By: Planning and Development Department

Background

Jayne Young is the owner of approximately 0.58 acres of land located at the SE corner of the intersection of E Mt Vernon St and S Market St. As the owner of the real property, Ms. Young has applied to rezone the site from the R-1 single-family residential and Neighborhood Commercial (NC) zoning districts into the General Commercial (GC) zoning district.

Analysis

Land Use

The property subject to the application is presently vacant and contains no buildings or structures. The subject property is bounded by Mount Vernon Street to the north; Market Street to the west, neighborhood commercial zoning to the east, and single-family residences to the south. The general character of surrounding land uses is predominantly single-family residential and commercial zoning that fronts Mt Vernon. Commercial land uses are prevalent along the Mount Vernon St frontage.

The proposed land use change is consistent with the pattern of development in the vicinity and is typical of development patterns along arterial thoroughfares such as Mt Vernon St.

Transportation

The subject property is directly served Mt Vernon St (primary arterial) and Market St (local). Traffic to/from the subject property will likely come from/to Mt Vernon St (primary arterial). There is no existing pedestrian or multi-modal facility serving the site.

The impact of traffic generated from potential residential development of the subject property according to the allowable land uses in the GC district is not sizeable relative to the capacity of infrastructure serving the site. Mt Vernon St is of sufficient capacity to serve general commercial land uses at this location.

Public Utilities (Water, Wastewater, Electric)



Municipal water, sanitary sewer, and electric utilities are immediately accessible to the site and are all sufficient in capacity to serve general commercial land uses. The site is served by the Northeast Regional Lift Station that has sufficient capacity to serve general commercial land uses at this site. Water service to the site is of sufficient capacity to provide adequate fire suppression.

Stormwater Management

The subject property is not served by regional detention facilities and does not appear to be affected by flood hazard area or karst topography. Development of the site must conform to the City's regulations concerning stormwater management.

Other Public Services

The proposed zoning arrangement will add traffic and population to the City's jurisdiction, which will impact a variety of public services in proportion to those increases. Ideally, the impact of these additional residents and patrons will produce economies sufficient to cover additional costs. The City's development regulations will require standards to be met to ensure sufficient access to the site for emergency response, rescue, and fire suppression.

Recommendation

Staff recommends the approval of this application.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA REZONING THE REAL**
2 **PROPERTY GENERALLY LOCATED ALONG THE 400 BLOCK OF EAST MOUNT**
3 **VERNON STREET FROM THE R-1 RESIDENTIAL DISTRICT AND THE**
4 **NEIGHBORHOOD COMMERCIAL DISTRICT TO THE GENERAL COMMERCIAL**
5 **DISTRICT.**

6 _____
7
8 **WHEREAS** an application has been filed for a zoning change of the property
9 generally located along the 400 Block of East Mount Vernon Street and which is more
10 specifically described on "Council Bill Exhibit A" ("Application"); and
11

12 **WHEREAS** the Application requests that the City Council rezone said property
13 from the R-1 Residential District and Neighborhood Commercial District to the General
14 Commercial District; and
15

16 **WHEREAS** the Planning and Zoning Commission held a public hearing on the
17 Application at the Commission's May 2, 2022 meeting; and
18

19 **WHEREAS** the Commission, after considering the Application, staff's
20 recommendation regarding the Application, and after holding a public hearing on the
21 Application, issued a recommendation of approval of the Application; and
22

23 **WHEREAS** the City Council, now having considered the Application, staff's
24 recommendation regarding the Application, and after providing an opportunity for public
25 comment on the Application, now desires to rezone the subject property and amend the
26 City's official zoning map to reflect City Council's action.
27

28 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
29 **NIXA, AS FOLLOWS, THAT:**
30

31 **SECTION 1:** The real property described on "Council Bill Exhibit A," which is
32 attached hereto and incorporated herein by this reference, is hereby rezoned from a R-1
33 Residential district and a Neighborhood Commercial district, or such other zoning district
34 that may apply to said real property, to a General Commercial District and the regulations
35 applicable to said district, as established in the Nixa City Code, shall hereafter apply to
36 said real property.
37

38 **SECTION 2:** The Director of Planning and Development, pursuant to section 117-
39 57 of the Nixa City Code, shall amend the City's official zoning map, said map being
40 established pursuant to section 117-56 of the Nixa City Code, to reflect the zoning action
41 contemplated by this Ordinance.
42

43 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
44 passage by the City Council and after its approval by the Mayor, subject to the provisions
45 of section 3.11(g) of the City Charter.
46

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF ____ 2022.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR THIS ____ DAY OF ____ 2022.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

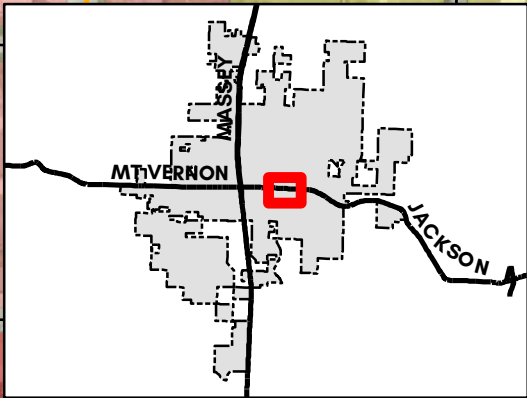
CITY ATTORNEY

COUNCIL BILL EXHIBIT A

Legal Description

All of the South Fifty (50) feet of the West Sixty-nine (69) feet of Lot No. 1806 Village (now City) of Nixa, Missouri; otherwise described as beginning 175 ½ feet South and 196 feet West of the Northeast corner of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 13, Township 27, Range 22, thence West 69 feet, thence North 50 feet, thence East 69 feet, thence South 50 feet to the point of beginning, Christian County, Missouri.

RZN 22-003



Proposed General Commercial Zoning

Legend

CLASS

FREEWAY

EXPRESSWAY

PRIMARY ARTERIAL

SECONDARY ARTERIAL

COLLECTOR

RURAL COLLECTOR

BOULEVARD

LOCAL

RAILROAD

RAMP

PRIVATE

Agricultural

Single-Family

Two-Family

Multi-Family

City Center

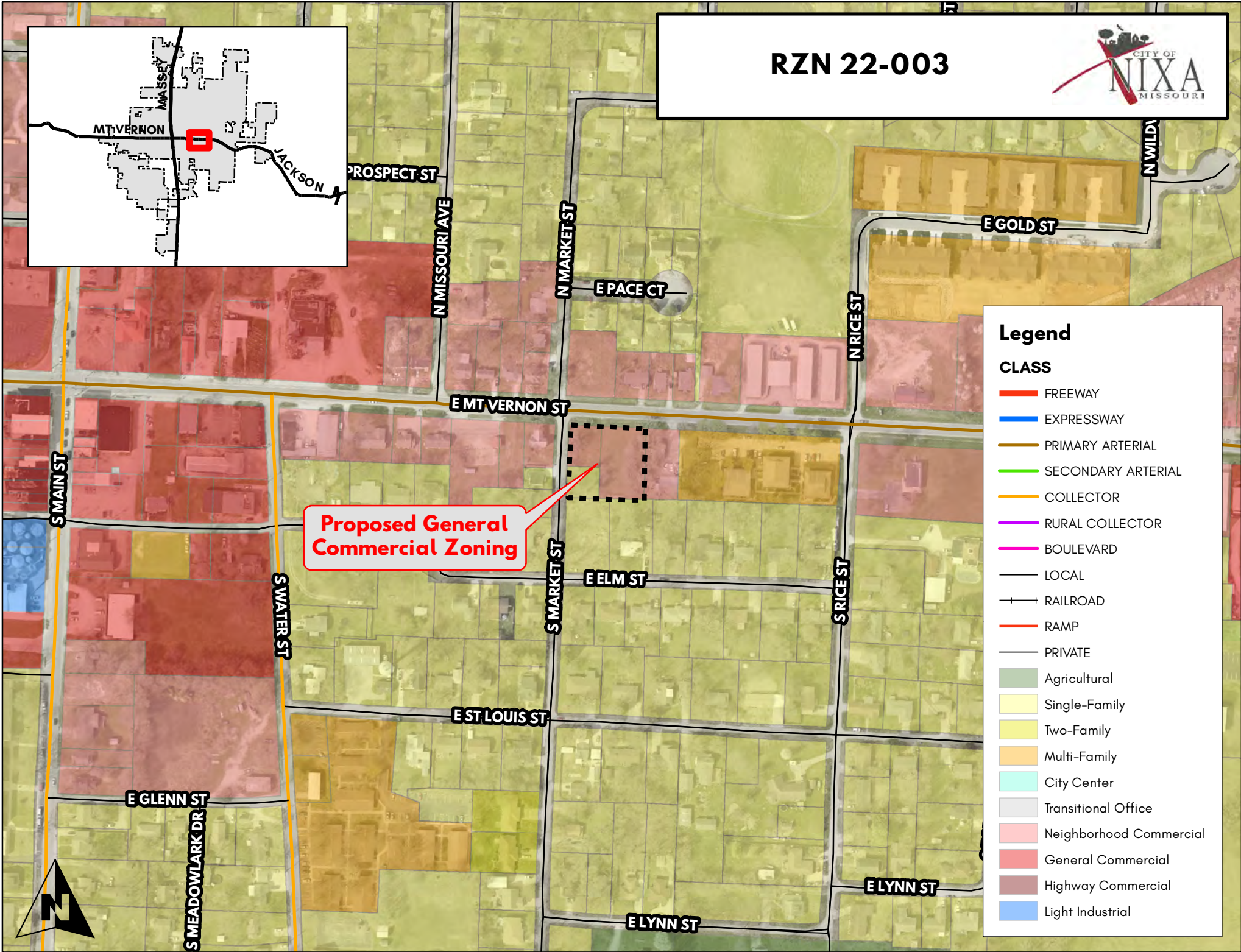
Transitional Office

Neighborhood Commercial

General Commercial

Highway Commercial

Light Industrial





Issue: **AN ORDINANCE OF THE NIXA CITY COUNCIL REPEALING CHAPTER 105 – ENVIRONMENTAL AND NATURAL RESOURCES, ARTICLE III. – PARKING LOT AND LANDSCAPING WORKSHEET AND REPLACING IT WITH A NEW ARTICLE III. – SINKHOLES AND KARST TOPOGRAPHY**

Date: May 9, 2022

Submitted By: Planning and Development Department

Background

The City of Nixa is situated within an area characterized by geologic features commonly referred to as Karst topography. The most well-known karst feature is the sinkhole, which is a natural depression in the surface topography caused by the removal of soil or bedrock by water. Sinkholes become a matter of public interest because the depressions typically hold stormwater runoff, which can be a flood hazard, and they can also provide a more direct conduit to groundwater sources, which increases susceptibility to contamination.

The City of Nixa has regulated development within and around sinkholes for many years. The regulations focus on preventing flood hazards and promoting water quality. While administering these regulations, it was discovered that one of the flood mitigation provisions was more restrictive than was necessary to promote the public interest. The amendments to the City's sinkhole regulations that accompany this memorandum were crafted in response to that discovery.

Analysis

The proposed amendments to the sinkhole regulations are purposed to clarify the regulations as well as to ensure that the regulations serve the public interests at stake without imposing requirements for which it can be demonstrated that the costs of such regulations outweigh the benefits derived by the community.

To this end, staff has is proposing to modify the requirements concerning how much additional runoff can be added to a sinkhole that is shared by multiple property owners. Presently, development on a property for which there is a sinkhole that is partially located on a neighboring property, the developer has the following options:

1. Obtain a drainage easement from the neighboring property owner to contain the post-development sinkhole flooding area.
2. In the absence of an easement, they may only cause a rise in the water surface elevation of the sinkhole by no more than 1.2 inches.
3. In the absence of an easement, they may study the sinkhole's subsurface outflow rate to demonstrate that additional runoff may be added that will not cause more than the afforded 1.2 inches of rise.



4. In the absence of an easement, they may excavate from within the sinkhole rim to create more storage capacity within the sinkhole so that additional runoff may be added that will not cause more than the afforded 1.2 inches of rise.

After discussing these requirements with stormwater professionals, it became apparent that the restriction to only causing a rise of 1.2 inches was an arbitrary limit that imposed great difficulty on the developing party without providing proportionate protections to the community.

The amendment proposes to allow the water surface elevation within a sinkhole to rise as much as 1 foot (a rise limit more customarily applied in scenarios pertinent to flood prone areas) and that each property within the sinkhole's drainage basin may account for their proportionate share of that afforded 1 foot of rise based on their proportion of the drainage basin's overall area. Additionally, the amendment requires the use of a more impactful storm event in modeling the impacts of runoff on the sinkhole to ensure flood hazard risk is mitigated appropriately.

The result is that the regulations will remain sufficiently protective against flood and water quality threats will also remaining conducive to the profitable and productive use of land.

Recommendation

Staff recommends the approval of this amendment.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING CHAPTER**
2 **105 OF THE NIXA CITY CODE TO ADD PROVISIONS RELATED TO THE**
3 **PROTECTION AND PRESERVATION OF KARST FEATURES.**
4

5
6 **WHEREAS** the City of Nixa is situated in an area characterized by Karst
7 topography, the most well-known of such feature being a sinkhole; and
8

9 **WHEREAS** the preservation and protection of Karst features becomes a matter of
10 public concern, necessitating regulation, because said features can create flooding
11 hazards and water quality issues for the community; and
12

13 **WHEREAS** the Planning and Zoning Commission held a public hearing to consider
14 the amendments contained herein at their May 2, 2022, regular meeting; and
15

16 **WHEREAS** after said public hearing, said Commission recommended approval of
17 said amendments; and
18

19 **WHEREAS** the Council desires to adopt the regulations contained herein to clarify
20 the City's current regulations and better served the public interest and concerns at stake
21 regarding Karst features and certain development activity.
22

23 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
24 **NIXA, AS FOLLOWS, THAT:**
25

26 **SECTION 1:** Chapter 105, Article III, of the Nixa City Code is hereby amended by
27 repealing said Article in its entirety and adopting in lieu thereof a new Article, which said
28 Article shall read as follows:
29

30 (Note: Language to be added is indicated by being underlined. Language to be removed
31 is indicated by being ~~stricken~~.)
32

33 **ARTICLE III. – SINKHOLE PRESERVATION REQUIREMENTS**
34

35 **Sec. 105-104. – Definitions for this Article.**
36

37 The following words, terms, and phrases, when used in this Article, shall have the
38 meaning ascribed to them in this section, except where the context clearly indicates a
39 different meaning:
40

41 *Compensatory Excavation* means the removal of earth within a sinkhole so as to
42 increase the volume of stormwater the sinkhole will hold during a storm event.
43

44 *Critically Sensitive Area* means areas that are officially designated by federal or State
45 regulatory bodies or law as being especially sensitive or susceptible to contamination
46 hazards from urban runoff including areas such as recharge areas of domestic water

supply wells, recharge areas of springs used for public or private water supply, or recharge areas of caves that provide habitat to endangered species.

Development activity means the following:

- (1) Land disturbance activities which require the issuance of a land disturbance permit pursuant to Part IV of the Technical Specification Manual of the City of Nixa.
- (2) Construction activity which requires the issuance of a building permit pursuant to the Nixa City Code occurring where there is a known or apparent sinkhole on the tract or adjoining the tract in which the construction activity is occurring.
- (3) The subdivision of land, pursuant to the Nixa City Code, where the property to be subdivided contains a known or apparent sinkhole on the tract or any adjoining tract.

Drainage easement means an easement which is dedicated or granted to the City of Nixa for the purpose of conveying, storing, or treating stormwater runoff and which restricts by its terms the placement or location of structures within the easement area.

Grading means the movement of soil or rock by motorized equipment, except this definition shall not apply to the farming of land.

Hazard Area, Low means sinkhole drainage areas where runoff is generated by land uses posing relatively low levels of potential for groundwater contamination. Land uses considered low hazard areas for the purposes of this Article include:

- (1) Wooded areas and lawns;
- (2) Parks and recreation areas;
- (3) Residential developments served by municipal sanitary sewer, provided that directly connected impervious areas discharging into the sinkhole area less than one (1) acre.
- (4) Low density commercial and office developments provided directly connected impervious areas discharging to the sinkhole are less than one (1) acre.
- (5) Discharge from graded areas less than one (1) acre having required sediment controls.

Hazard Area, Moderate means sinkhole drainage areas where runoff is generated by land uses posing relatively moderate levels of potential for groundwater contamination. Land uses considered moderate hazard areas for the purpose of this Article include:

(1) Concentrated discharge from streets, parking lots, roofs, and other directly connected impervious areas having an area greater than one (1) acre but less than five (5) acres.

(2) Multi-family residential developments and higher intensity office developments provided that directly connected impervious areas discharging to the sinkhole are less than five (5) acres.

(3) Discharge from graded areas greater than one (1) acre and less than five (5) acres having required sediment controls.

Hazard Area, High means sinkhole drainage areas where runoff is generated by land uses posing relatively high levels of potential for groundwater contamination. Land uses considered high hazard areas for the purpose of this Article include:

(1) Collector and arterial streets and highways used for commercial transport of toxic materials.

(2) Railroads.

(3) Concentrated discharge from streets, parking lots, roofs, and other directly connected impervious areas having an area greater than five (5) acres.

(4) Commercial, industrial, and manufacturing areas.

(5) Individual wastewater treatment systems.

(6) Commercial feedlots or poultry operations.

(7) Discharge from graded areas greater than five (5) acres having required sediment controls.

Heavy equipment means motorized equipment having a gross weight rating of more than 6 tons.

Intervening mitigation feature means an existing or constructed improvement that controls stormwater runoff by detaining it or providing a water quality benefit.

Permit means the form of approval issued by the director to authorize certain development activity and is issued in compliance with this Article.

Responsible party means the fee owner of property or person authorized to act on the property owner's behalf; or any person allowing, causing, or contributing to a violation of this Article.

Side slope sinkhole means a type of sinkhole which has formed on a sloped surface, but which has not subsided to the degree that a closed depression is formed. Side slope sinkholes are usually characterized by a localized flattening of the topography.

Simulated Storm Event means the Soil Conservation Service (SCS) Type II storm event with an annual exceedance probability of one percent and a duration of twenty-four hours.

Sinkhole means any closed depression formed by removal (typically underground) of water, surficial soil, rock, or other material. The existence of a sinkhole shall be indicated by the closed depression contour lines of the topographical maps maintained by the city or as may be determined by a field survey prepared by a professional land surveyor registered in the State of Missouri. This term shall also include side slope sinkhole as defined in this Article.

Sinkhole drainage area means any area that contributes surface water directly to a sinkhole or sinkholes.

Sinkhole flooding area means the area inundated by runoff from a Simulated Storm Event based on fully developed conditions in the watershed as well as current zoning and potential land use.

Sinkhole eye means a discrete hole, or shaft, within the floor or slope of a solution sinkhole that provides a conduit for drainage of storm water to the subsurface drainage system.

Sinkhole rim means the lateral limit of a sinkhole and is defined by the topographic break, or transition, between the natural ground surface and the sloped sinkhole wall.

Solution sinkhole means a sinkhole that forms by dissolution of soluble bedrock, such as limestone, dolomite, or gypsum. Solution sinkholes typically occur as bowl-shaped depressions.

Stormwater Control Measure means non-structural measures and structural controls used to meet the flood control detention and water quality requirements of this Article.

Watercourse means land which has a conformation so as to give to surface water flowing from one tract of land to another tract of land a fixed and determinate course so as to uniformly discharge it upon the servient tract at a fixed and definite point. It shall include but shall not be limited to ravines, swales, sinkholes or depressions of greater or less depth extending from one tract and so situated as to gather up the surface water flowing upon the dominant tract and to conduct along a definite course to a definite point of discharge upon the servient tract. It shall not be deemed to be important that the force of water flowing from one tract of land to another has not been sufficient to wear out a channel or canal having definite or well-marked sides or banks. If the surface water, in

fact, uniformly or habitually flows over a given course having reasonable limits as to the width of the line of its flow, it shall be considered to have a definite course.

Sec. 105-105. – Purpose of this Article.

The purpose of this Article is to regulate certain development activity in and around karst topography features to prevent flood hazards and protect water quality. Because karst features, such as sinkholes, hold stormwater runoff and provide more direct conduits to sources of groundwater, the treatment of these areas becomes a matter of public interest.

Sec. 105-106. – Certain development activities – prohibited – director to authorizes certain development activities – when?

(a) It shall be a violation of this Article for any person or responsible party to engage in any development activity on a tract where a sinkhole is present without first obtaining a permit.

(b) It shall be a violation of this Article for any person or responsible party to engage in any development activity which increases a sinkhole's discharge rate or involves the excavating of a sinkhole eye or the installation of disposal wells which divert surface runoff to the ground water system, without first obtaining a permit.

(c) The director may authorize the construction or modification of single-story residential dwellings within a sinkhole rim under the following conditions:

(1) A permit is issued authorizing the construction or modification.

(2) All parts of the dwelling are setback at least 25 feet from the sinkhole flooding area.

(3) The finished floor elevation of the dwelling is located according to the requirements of section 105-109 of this Article.

(4) A geotechnical investigation conducted by a qualified professional geologist registered in the State of Missouri concludes that the dwelling's proposed location is structurally sound, and the findings of such investigation are provided to the director.

(d) No public street shall be placed below an elevation of at least 1 foot above the sinkhole flood elevation resulting from the 100-year, 24-hour rainfall with no outlet.

(e) Persons or responsible parties seeking approval for golf courses shall provide a management plan for the use of pesticides and fertilizers if, in the judgment of the Director, the use of pesticides and fertilizers would impact any sinkholes on the golf course. Said management plan shall be approved by the Director and deviations or violations from this plan shall be considered violations of this Section.

(f) No person shall use pesticides or fertilizers within 25 feet of any sinkhole rim.

(g) No person shall prune trees or other vegetation or remove compromised or dead trees with heavy equipment within 25 feet of any sinkhole rim.

(h) Landscaping and gardening is permitted outside the sinkhole eye provided erosion and sediment control measures are practiced with minimum tillage and mulches.

(i) Construction and placement of incidental landscaping and recreational structures such as playground equipment is permitted except in the sinkhole eye.

(j) No person shall store or apply chemicals or other contaminants within the sinkhole rim.

Sec. 105-107. – Treatment of Sinkholes – Generally.

(a) All development activity shall conform to the following principles, which shall guide the decisions of the director regarding the administration of this Article, which are listed in priority order:

(1) *Avoidance.* Development activity shall be generally prohibited within the sinkhole rim. However, in the event that it can be determined by the Director that avoidance measures are found to be against the public interest of health, safety, and welfare then development activity within the sinkhole rim may be permitted in accordance the principles that follow.

(2) *Minimization.* In cases where avoidance measures cannot be utilized, measures shall be taken to minimize the impact to the sinkhole to the least drastic degree or extent possible as a result of the development activity.

(3) *Mitigation.* In situations where substantial or severe impacts to a sinkhole are unavoidable, mitigation measures shall be utilized as part of the development activity to reduce the potential for hazard to the degree possible under the circumstances.

(b) The alteration of sinkholes is prohibited unless such alterations are required by one of the following conditions:

(1) An underground cavity has caused a collapsed sinkhole to form, and the collapsed sinkhole poses a threat to public health and safety unless repaired or mitigated.

(2) A sinkhole has been altered or filled unknowingly or prior to the passage of these regulations.

(3) Due to the operation and maintenance of streets, utilities, and other public infrastructure.

(4) The location of streets, utilities or other public infrastructure would render access or service to property impractical unless alterations to a sinkhole are permitted.

(5) Alteration of a sinkhole is necessary for the construction of a street where the alignment of the street would cause a traffic hazard unless the sinkhole is altered.

(c) When alterations are authorized, the guiding principles referenced in this Section shall apply to the Director's determination on whether such measures are to be approved.

Sec. 105-108. – Sinkhole Evaluation – Requirements and Contents.

(a) Development activity subject to the provisions of this Article shall be prohibited until the director has issued a permit for such activity. Applicants for such permit shall provide a sinkhole evaluation to the director which shall be performed by a qualified professional geologist or stormwater engineer registered in the State of Missouri as a professional geologist or stormwater engineer. Said sinkhole evaluation shall contain at least the following:

(1) Identification of the topographic rim and identification of the sinkhole drainage area of all sinkholes which are anticipated to receive stormwater runoff as a result of the proposed development activity.

(2) A flooding analysis of all sinkholes identified in the evaluation which shall include a description of the methods used in performing said analyses and all supporting calculations and reports.

(3) A geologic analysis of all sinkholes identified in the evaluation which shall include all subsurface data collected to determine the geologic form and soil profile of the sinkhole area.

(4) Whether the site of the proposed development activity lies within a critically sensitive area.

(5) Identify whether any of the identified sinkholes are located within a low, moderate, or high hazard area.

(6) A description and design of any mitigation measures, including water quality features, filtration buffers and screens, and structural remediation plans as such measures are required by the provisions of this Article.

(7) Identification of the location and elevation of the lowest enclosed space for all buildings located within the sinkhole drainage area or to be located within the sinkhole drainage area due to the proposed development activity.

(8) Any additional information or analyses that the director may require and that are reasonably required to carry out the intent and provisions of this Article.

Sec. 105-109. – Flood Prevention Requirements.

(a) When a sinkhole evaluation indicates that a sinkhole will receive stormwater runoff from proposed development activity, the sinkholes shown to receive stormwater runoff applicants for a permit shall also conduct a flooding evaluation to identify the flooding impacts of the proposed development activity. The flooding evaluation shall involve the following assumptions, methods of analysis, and engineering:

(1) It shall be assumed that the sinkhole has no subsurface outflow unless a subsurface outflow rate is determined according to the requirements of subsection (b)(3)(ii)(C) of this section.

(2) The flooding evaluation shall assume the conditions associated with a simulated storm event, as such term is defined in this Article. Runoff shall be calculated using the Soil Conservation Service Curve Number Loss Model.

(3) If the runoff analysis indicates flooding levels that would overflow the topographic rim of the sinkhole, then the flooding elevations shall be determined using reservoir routing methods. In this case, additional downstream evaluation shall be required to determine that the post-development flow does not exceed the pre-development runoff flow and that any channelized or concentrated flow is discharged into an existing public drainage easement, public right-of-way, or existing watercourse.

(4) If runoff during the simulated storm event is detained by an intervening mitigation facility for a period of at least 24 hours before it would enter the sinkhole, then such volume of runoff may be excluded from the flooding analysis required by this section.

(b) Flooding Elevation Restrictions. The flooding evaluation shall identify the post-development sinkhole flooding area, which shall be the area prone to flooding impacts based on the proposed development activity.

(1) If the post-development sinkhole flooding area is located entirely within the property in which the development activity is occurring, a drainage easement shall be established covering the sinkhole flooding area or an area containing the entirety of the sinkhole plus the vegetative buffer required by this Article, whichever is larger.

(2) If the post-development sinkhole flooding area is located fully or partially on another tract which is not owned in fee by the permit applicant, the following requirements shall apply:

a. The post-development sinkhole flooding area shall be contained within a drainage easement; and

b. Any concentrated flow discharged from the proposed development shall be contained within a drainage easement until it reaches the receiving sinkhole, existing public drainage easement, public right-of-way, or existing watercourse. The easement area shall contain the runoff from the storm event with an annual exceedance probability of one percent (1%) that produces the highest peak flow, regardless of duration.

(3) Where it is not possible for a drainage easement to contain the sinkhole flooding area, a drainage easement shall not be required when the flooding evaluation indicates that the flooding evaluation of the proposed development activity that:

a. The proposed development will not cause a rise in the flood elevation within a reasonable tolerance of 0.1 feet, or

b. The impacts of both the proposed development and any future development in the watershed will not impact any existing structures or improvements and will not increase the flooding elevation by more than one foot. The increase in the flooding elevation shall be distributed proportionately based on watershed size. For example, if the development is 20 percent of the watershed, that development may increase the flooding elevation by 20 percent of one foot or 0.2 feet. This can be determined by calculating the runoff rates and volumes from the entire watershed, assuming fully developed conditions based on current zoning and potential future land use and then calculating the resulting water surface elevation.

c. The following alternatives, listed in order of priority, may be used individually or in combination, if needed, to comply with the requirements of this Section:

(i) Stormwater control measures that reduce runoff volume such as bioretention, pervious pavement, or similar measures. Small-scale, distributed applications are preferred over centralized, large-scale practices in areas with known or suspected sinkholes.

(ii) Detention Storage. Because traditional detention storage has little or no impact on the volume of runoff from a site, it is seldom the solution for impacting the water surface elevation of an adjacent sinkhole. However, in the case where detention is warranted, the following conditions shall be met:

(A) It must be shown that the peak basin outflow is less than the existing peak rate of runoff from the site and less than the discharge rate of the sinkhole.

(B) Compensatory excavation within the rim. Where it can be demonstrated that compensatory excavation within a sinkhole rim is the only feasible alternative available to protect downstream private property or public facilities from the effects of stormwater runoff, compensatory excavation may be undertaken within the sinkhole rim when expressly authorized by the Director and where the following conditions are satisfied:

1. The compensatory excavation creates no adverse impact on groundwater, sinkhole stability, flood conditions, or other properties.

2. A comprehensive erosion and sediment control plan is developed to keep sediment confined to the excavation site.

(C) Determination of Outflow Capacity of Sinkhole.

1. The assumption required by this Article that the sinkhole does not have any outflow capacity may be overcome according to the following provisions:

a. The stage-discharge characteristics of the sinkhole shall be estimated by monitoring the sinkhole during at least two storm events exceeding one (1) inch of runoff in a six (6) hour period.

b. In sinkhole complexes, receiving or terminal sinkholes must also be analyzed if they receive overflow from upstream sinkholes.

c. Input rainfall hydrograph shall be determined by a recording rain gauge or readings from an approved rain gauge at 15-minute intervals.

d. The outflow rate shall be estimated by adjusting the stage-discharge relationship of the reservoir routing model until the maximum reservoir state in the model correlates with the maximum observed stage in the sinkhole. The maximum stage shall be determined to the nearest 0.1 feet by a field survey conducted by a registered design professional.

e. Stages may be determined by field instruments at the option of the registered design professional conducting the assessment. Information regarding the instrument used shall be submitted with the report.

f. Where debris lines are used as evidence of maximum stage, photographs shall be provided.

g. If by accounting for the outflow from the sinkhole, the conditions set forth in this section can be met, no further flooding analysis is necessary.

h. The volume of runoff storage in the sinkhole(s) can be counted toward stormwater detention requirements, provided that proper sediment and erosion control measures are provided as set forth in "Sediment and Erosion Control" and water quality considerations as set forth in this section can be met.

i. If in the opinion of the Director, the outflow capacity of the sinkhole may be adversely affected by groundwater conditions, the effects of which may not be adequately determined by observing surface water stages, the Director may require installation of monitoring wells in each sinkhole, for the purpose of monitoring groundwater levels in comparison to surface water levels.

(4) The lowest enclosed space for all new buildings within or adjacent to a sinkhole flooding area shall be:

a. A minimum of five feet above the flooding elevation where there is no overflow from the sinkhole in the simulated storm event; or

b. One foot above the flooding elevation determined by the overflow elevation calculated for the simulated storm event, whenever the difference between the topographic rim and flooding elevation is less than five feet.

(5) When existing improvements are below the flooding elevation resulting from the simulated storm event, an evaluation of the impacts during higher frequency or shorter duration rainfall events may be required. It shall be shown that runoff rates and volumes from a proposed development will not increase the flooding frequency for any such existing building, structure, or public street.

Sc.105-110. – Water Quality Protection.

(a) Proposed land use and development within a sinkhole drainage area shall provide measures for water quality protection according to the following requirements:

(1) A twenty-five (25) feet vegetative buffer between any land improvement or land disturbance and the sinkhole flooding area. The width of the required buffer may be reduced with the express permission of the Director if it can be demonstrated that equivalent or better water quality measures will be provided to substitute for water quality utility of the vegetative buffer.

- 498 (2) Development that disturbs a land area exceeding one acre in total within a sinkhole
499 watershed, shall obtain a land disturbance permit and provide for all necessary
500 sediment and erosion controls.
501
502 a. Where the sinkhole is in a critically sensitive area, as defined in this Article,
503 existing ground cover shall not be removed within thirty (30) feet of the sinkhole
504 rim and a silt barrier shall be provided around the outer perimeter of the buffer
505 area.
506
507 b. A sediment basin is required at each point where concentrated flows are
508 discharged into the sinkhole. The sediment basin shall be designed according
509 to the requirements of the City's technical specifications manual.
510
511 (3) Site design shall minimize directly connected impervious area and incorporate
512 sheet flow and vegetated conveyance wherever possible within the sinkhole
513 watershed.
514
515 (4) Areas classified as low or moderate hazard potential for groundwater
516 contamination and where flow into the sinkhole occurs only as sheet flow, water
517 quality requirements can be satisfied by maintaining a permanent vegetated
518 buffer of at least 30 feet around the sinkhole rim. Use of pesticides and fertilizers
519 will not be permitted within this buffer area. Animal waste shall not accumulate in
520 this buffer area.
521
522 (5) Areas classified as low hazard potential for groundwater contamination where
523 concentrated flow from directly connected impervious areas of less than one acre
524 may be discharged into the sinkhole through grass swales and channels. Swales
525 and channels shall be designed for non-erosion velocities and appropriate
526 temporary erosion control measures such as sodding, or erosion control blankets
527 provided.
528
529 (6) Storage and infiltration basins are required for all areas classified as high hazard
530 potential for groundwater contamination or areas classified as moderate hazard
531 for groundwater contamination where concentrated stormwater flows enter the
532 sinkhole.
533
534 a. Storage and infiltration basins shall be designed to capture the runoff from
535 storms up to 1 inch in 6 hours and release runoff over a minimum period of 24
536 hours. Standard outlet structures for sedimentation and infiltration basins are
537 shown in Appendix F of the City's technical specifications manual.
538
539 (7) Developments or land uses that involve the outdoor handling of hazardous
540 materials or other substances that pose a threat to groundwater quality must
541 provide a containment plan to show what measures will be taken to assure that
542 discharges of these materials will be contained and prevented from entering the
543 sinkhole. Measures may include the installation of warning signs, fencing, or site

arrangement that demonstrates an affirmative action to reduce the possibility of contamination.

Sec. 105-111. – Sinkhole Closure.

(a) An exemption may be granted to the police of sinkhole avoidance, minimization, and mitigation upon approval of a plan to close a sinkhole. The sinkhole closure plan shall include the following information:

(1) Reason justifying the closure.

(2) Location and description of the sinkhole, including dimensions, depth, and a description of the sinkhole eye, and one-foot contour interval topographic map of the sinkhole and its drainage area.

(3) Geotechnical report describing the fill plan, source of clean soil fill, soil testing data, and specifications for compaction.

(4) Foundation design report detailing the design of any structures to be constructed on the closed sinkhole.

(5) Stormwater management report that includes pre-development and post-development flooding analysis and describing how stormwater will be managed on-site.

(6) Groundwater report that assesses the impact of the sinkhole closure on groundwater quality and groundwater recharge.

(7) Site development report that details site grading, roadway construction, utility construction, and erosion control (best management practices).

(8) The sinkhole closure application must be signed and sealed by a professional geologist registered in the State of Missouri and must be accompanied by a performance bond in an amount totaling 110 percent of the cost of proposed closure.

(9) The sinkhole closure design must provide for engineered fill with a permeability of at least 1.0×10^{-6} cm/sec. bearing capacity. Any sinkhole eyes that exist must be stabilized by construction of a graded filter. A survey of the closed sinkhole must be filed with the Christian County Recorder of Deeds.

~~ARTICLE III. – PARKING LOT AND LANDSCAPING WORKSHEETS~~

~~Sec. 105-104. Worksheets.~~

~~Buffering Residential Development from Streets (Sample Schedule)~~

~~(1) Type of street adjacent to rear yard: _____~~

~~(2) Minimum width of required buffer: _____~~

~~(3) Linear feet of street frontage toward which rear yards are oriented: _____~~

~~(4) Number of plants required: _____ shade trees _____ evergreen trees _____ shrubs~~

~~(5) Percentage of required buffer strip occupied by existing woodland: _____~~

~~(6) Six foot fence or wall or five foot berm employed in buffer strip: _____ Yes _____ No~~

~~(7) Number of plants provided: _____ shade trees _____ evergreen trees _____ shrubs~~

~~Parking Lot Landscaped Strip (Sample Schedule)~~

~~(1) Linear feet of street frontage of parking lot: _____~~

~~(2) Option selected (1, 2, 3, 4, or 5): _____~~

~~(3) Number of plants required: _____ shade trees (or equivalent ornamental or evergreen trees) _____ shrubs~~

~~(4) Number of plants provided: _____ shade trees _____ ornamental trees _____ evergreen trees _____ shrubs~~

~~Parking Lot Perimeter Area (Sample Schedule)~~

~~(1) Linear feet of parking lot perimeter adjacent to property line: _____~~

~~(2) Number of plants required between parking lot and property line:~~

~~_____ Shade trees (or equivalent ornamental or evergreen trees~~

~~_____ Shrubs~~

~~(3) Number of plants provided between parking lot and property line:~~

~~_____ Shade trees _____ Ornamental trees _____ Evergreen trees _____ Shrubs~~

SECTION 2: The City Attorney, when codifying the provisions of this Ordinance, is authorized to provide for different section numbers, subsection numbers, and different internal citation references than those provided herein when such section numbers, subsection numbers, or internal citation references are in error or are contrary to the intent of this Ordinance.

SECTION 3: Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby.

SECTION 4: Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF ____ 2022.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

DATE OF APPROVAL

CITY ATTORNEY



Issue: Budget Amendment- Parks Continued Growth Facility Concepts & Design

Date: May 3, 2022

Submitted By: Matt Crouse, Director of Parks and Recreation

Background

Our community continues to grow and with that parks program participation continues to rise. We have seen over a 57% increase in program participation since 2014. This increase in participation has stretched our community center, ballfields, and gymnasium to their maximum potential. We are reaching the point that our current facilities will no longer be able to provide the space necessary to accommodate the participation number expected for the future without further planning and exploration.

Analysis

In order to properly plan for and have a realistic idea of the spaces needed, costs associated, and overall design of these facilities the parks department is asking for a budget amendment in the amount of \$40,000 to obtain a design firm to properly design, provide cost estimates, and help the department identify ways to accommodate the current and future growth of our community. As outlined in the Parks Master Plan and the City Strategic Plan additional facilities and places will be necessary to continue to grow with our community and provide the fun and unique places that make Nixa an amazing community.

Recommendation

With the approval of this budget amendment at your next council meeting staff will work to select a qualified firm to design a facility that can accommodate the future of programming and recreational activities for the community.

Thank you for your consideration and I would be happy to answer any questions you may have.

Respectfully,

Matt Crouse
Director, Parks and Recreation

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR DESIGN SERVICES FOR PARKS' FACILITIES.

WHEREAS Section 67.040 RSMo. provides that after a budget has been approved no increase in the revenues or expenditures from any fund shall be made unless the governing body adopts a measure setting forth the facts and reasons making the increase necessary and authorizing the increase; and

WHEREAS Section 8.7 of the City Charter authorizes the City Council to amend budgeted revenues and expenditures upon the request of the City Administrator; and

WHEREAS the City Administrator has requested a budget amendment as reflected in "Council Bill Exhibit A" and for the purposes referenced therein; and

WHEREAS the City Council desires to amend the City's 2022 budget for the purposes identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City of Nixa's 2022 Annual Budget is hereby amended in the accounts and the amounts as shown on "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference.

SECTION 2: City Council finds that the budget amendment enacted by this Ordinance has been recommended by the City Administrator. The City Administrator is directed to cause the appropriate accounting entries to be made in the books and records of the City to reflect the budget amendment enacted by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

47 **ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____ 2022.**
48

49 ATTEST:
50

51 _____
52 CITY CLERK

PRESIDING OFFICER

53
54 **APPROVED BY THE MAYOR.**

55
56 ATTEST:
57

58 _____
59 CITY CLERK

MAYOR

60
61 APPROVED AS TO FORM:
62

DATE OF APPROVAL

63 _____
64 CITY ATTORNEY

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$40,000	11	Professional Fees	11-400-5160000	Current

Explanation: To amend the current budget of the City of Nixa to appropriate funds for a parks facility design.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	
Water	
Wastewater	
ARPA	
Admin	\$40,000
Police	\$100,329
Street	
Park	\$7,500
Planning & Development	
TOTAL	<u><u>\$147,829</u></u>



Issue: Council Bill 2022-042 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR A FULL-TIME PARALEGAL POSITION

Date: April 20, 2022.

Submitted: Nick Woodman, City Attorney

Background

As part of the City's 2022 Annual Budget discussions, staff submitted a request to fund a full-time paralegal. At the time, the motivation for the request was primarily based on the Council's decision to consolidate the municipal court with Christian County Associate Division.

During the discussion of the 2022 Annual Budget, the consensus of Council was to reevaluate the request after the first quarter of 2022.

At the April 11, 2022, regular City Council meeting, the Council directed staff to prepare a budget amendment ordinance to fund a full-time paralegal.

Analysis

Staff is requesting a budget amendment in the amount of \$57,361.00. This amount includes pay, benefits, and work equipment (computer, phone, etc.). This amount is based on an individual starting on May 15, 2022 and includes a 2% addition for potential overtime.

As a note, the pay requested in this budget amendment will likely not be the actual yearly amount of paid wages for the position. The amount paid will be based on the experience and qualifications of the successful candidate. In future budget years, staff will have a more precise number and therefore a more precise budget request.

Recommendation

Staff's recommendation approval of this Council Bill.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR A FULL-TIME PARALEGAL POSITION.

WHEREAS Section 67.040 RSMo. provides that after a budget has been approved no increase in the revenues or expenditures from any fund shall be made unless the governing body adopts a measure setting forth the facts and reasons making the increase necessary and authorizing the increase; and

WHEREAS Section 8.7 of the City Charter authorizes the City Council to amend budgeted revenues and expenditures upon the request of the City Administrator; and

WHEREAS the City Administrator has requested a budget amendment in the amount of \$57,361.00 and for the purposes contemplated by this Ordinance; and

WHEREAS the City Council desires to amend the City's 2022 budget for the purposes identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City of Nixa's 2022 Annual Budget is hereby amended in the accounts and the amounts as shown on "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference.

SECTION 2: City Council finds that the budget amendment enacted by this Ordinance has been recommended by the City Administrator. The City Administrator is directed to cause the appropriate accounting entries to be made in the books and records of the City to reflect the budget amendment enacted by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

47 **ADOPTED BY THE CITY COUNCIL THIS 9th DAY OF MAY 2022.**

48

49 ATTEST:

50

51 _____

52 CITY CLERK

53

54 **APPROVED BY THE MAYOR.**

55

56 ATTEST:

57

58 _____

59 CITY CLERK

60

61 APPROVED AS TO FORM:

62

63 _____

64 CITY ATTORNEY

PRESIDING OFFICER

MAYOR

DATE OF APPROVAL

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$38,700	11	Salaries	11-160-5250000	Current
\$2,960	11	Payroll Taxes	11-160-5250500	Current
\$7,947	11	Group Insurance	11-160-5251000	Current
\$5,882	11	LAGERS	11-160-5251500	Current
\$52	11	Work Comp Premium	11-160-5255000	Current
\$320	11	Computer Services	11-160-5110503	Current
\$1,500	11	Trackable Assets < \$5,000	11-160-5181000	Current
\$57,361	TOTAL			

Explanation: To amend the current budget of the City of Nixa to appropriate funds for the addition of a Paralegal position in the Legal Department.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric

Water

Wastewater

Street

General

Admin 40,000

Police 100,329

Park 7,500

Planning/Dev

TOTAL \$147,829



Issue: **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACTS WITH CERTAIN QUALIFIED VENDORS FOR BUILDING CODE CONSULTATION AND PLAN REVIEW.**

Date: May 9, 2022

Submitted By: Garrett Tyson, Director of Planning and Development

Background

The City of Nixa employs contracted consultants to perform reviews of plans for commercial building projects. Historically, the City has employed local architects for this purpose. The costs incurred by the City in conducting these reviews are invoiced to the project applicant for reimbursement.

Analysis

Employing contracted consultants for the review of commercial building project plans has been and continues to be a more cost-effective approach to providing for code compliance relative to employing a full-time staff person for the same purpose.

Earlier this year, the City published a Request for Proposals for consultants with building code expertise and experience and received four responses. After thoroughly reviewing the responses, all four offerors were determined to be qualified to perform the scope of services adequately. As a result, staff is recommending to enter into contracts with all four firms in order to achieve a degree of redundancy and reliability to ensure that the City can provide the best possible service to the public even during unforeseen circumstances, such as peak demands or conflicts of interest.

City staff has also expanded the scope of services in these proposed contracts to include general consultation as well as on-site inspection and visits. This will better position the City to apply a high level of expertise in a timely manner to achieve important objectives, solve difficult problems, and seize time-sensitive opportunities.

Recommendation

Staff recommends the approval of this resolution.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SEVERAL CONTRACTS WITH CERTAIN QUALIFIED VENDORS FOR BUILDING CODE CONSULTATION.

WHEREAS City staff have solicited proposals for building code consultation and plan review services; and

WHEREAS after evaluating all submitted proposals, staff has recommended four, as being qualified to perform the required scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Insight Design Architects. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit B," with Torgerson Design Partners. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit B."

SECTION 3: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit C," with SAFEbuilt. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit C."

SECTION 4: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit D," with Aoka Engineering. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit D."

SECTION 5: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 6: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of Page intentionally left blank. Signature Page follows.]

RESOLUTION NO. 2022-051

ADOPTED BY THE CITY COUNCIL THIS 9th DAY OF MAY 2022.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

DATE OF APPROVAL

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. __
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Garrett Tyson Dept: P&Z Email: gtyson@nixa.com		Name: Insight Design Architects, LLC. Address: 112 S. Main St., PO Box 1982 Nixa, MO 65714 Phone: 417-724-8553 Attn: Nathan Rapp Email: rapp@insightdesignarchitects.com

CONTRACT FOR BUILDING CODE PLAN REVIEW AND CONSULTATION SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Proposal solicitation process, referenced as RFP-001-2022/PZ desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term. This Contract shall terminate on 12/31/2024.

6. Renewals. The term of this Contract may be extended two times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

7. Payment.

a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$10,000.00**.

8. Termination.

a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council

of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

9. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

11. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

12. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

13. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-

741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

15. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

16. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly

employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

17. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

19. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Exhibit A- Scope of Services
- c. Exhibit B- Fee Schedule
- d. Exhibit C- Request for Proposal No. RFP-002-2022/PZ, and any addenda

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, and then Exhibit C.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract.

Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

23. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

24. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

26. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

(The rest of the page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Printed Name

Title

Date: _____

ATTEST:

Printed Name

Title

SCOPE OF SERVICES

The City is seeking a qualified firm or provider (hereinafter referred to as Offeror) to provides the following services to the City:

- A. Plan review of building designs subject to the requirements of the City's most recently adopted edition of the International Building Code to determine compliance with such codes.
 - i. Plan review involves a determination of substantial conformity to the adopted codes or identification of corrections needed to achieve conformity. Plan reviews will be provided to the City in written form containing a list of identified issues and needed corrections as well as specific code references applicable to each identified issue or non-conformity. Plans will be provided to the Offeror in a form acceptable to both parties and plan reviews are expected to be delivered back to the City within ten (1) business days of receipt of such plans.
- B. Consultation concerning the condition of existing buildings relative to adopted codes of the City, including possible dangerous buildings.
 - i. From time to time, the City is required to investigate possible dangerous building conditions or other questions pertaining to the condition of existing buildings relative to adopted codes. In limited cases, the City may require expert consultation from the Offeror concerning code compliance.
- C. On-site field inspections, as requested, to assist the City in rendering determinations concerning compliance with the adopted codes.
 - i. From time to time, the City may request expert consultation from the Offeror that requires on-site investigation or inspection of a condition during or after construction or a structure or building.
 - ii. The City may also request supplemental or special inspection services offered by the Offeror or their subcontractors.
- D. General consultation and advice concerning the appropriate application and interpretation of the adopted codes.
- E. General consultation and advice concerning possible amendments to the building codes.



TRANSMITTAL

Attention: City of Nixa

Address: 715 Mt. Vernon
PO Box 395
Nixa, MO 65714

Re: Fee Schedule

Date: April 26, 2022

Fees for Third Party Plan Reviews are as follows:

Architecture Review:	\$120/hr
Structural Review:	\$120/hr
Mechanical, Electrical, Plumbing Review:	\$120/hr

Note: all hourly rates are billed at 15 minute increments.



RFP-001-2022/PZ

Building Code Plan Review and Consultation

Issue Date: 1/11/2022

Questions Deadline: 1/21/2022 04:00 PM (CT)

Response Deadline: 2/1/2022 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
1111 Kathryn Street
Nixa, MO 65714
Email: sewing@nixa.com

Event Information

Number: RFP-001-2022/PZ
Title: Building Code Plan Review and Consultation
Type: Request for Proposal
Issue Date: 1/11/2022
Question Deadline: 1/21/2022 04:00 PM (CT)
Response Deadline: 2/1/2022 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for Building Code Plan Review and Consultation Services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Public Works
1111 W. Kathryn St.
Nixa, MO 65714

Questions will be allowed and answered electronically on the 'Questions' tab. Or, you may submit questions in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Bid Attachments

Introduction and Scope of Services.pdf

Introduction and Scope of Services

[View Online](#)

Proposal Requirements.pdf

Proposal Requirements

[View Online](#)

Terms and Conditions - Formal-RFP.pdf

RFP Terms and Conditions

[View Online](#)

Sample Contract.pdf

RFP Sample Contract

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

No Bid Response Form.pdf

No Bid Response Form

[View Online](#)

Requested Attachments

Submittal of Proposal

(Attachment required)

Please upload your proposal here.

Fee Schedule

(Attachment required)

The Offeror shall prepare a Fee Schedule and shall provide said Schedule as part of their submittal. The Fee Schedule shall provide an accounting of the fees that Offeror intends to charge the City for services rendered as part of any contract awarded as a result of this RFP. The Fee Schedule must be reasonably detailed so that the City can properly evaluate the proposal and fees of the Offeror. Said Fee Schedule is anticipated to be an exhibit to the contract awarded as part of this RFP and shall remain in effect throughout the initial three-year contract.

Provided a contract is renewed the additional year/s, at no such time shall the yearly escalation terms for pricing exceed a 5% increase.

Other Attachment

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

No Response Form

Please download the "No Response Form", located on the Attachment tab. Complete the document and upload it here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 RFP Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. If you choose a manual submission, please ensure there is one (1) original hard copy and one (1) electronic file. For any questions, please contact the Purchasing Department at 417.449.0555.

4 Proposal Opening

Any proposal received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

5 Evaluation of Proposals

All bid proposals will be evaluated on the following criteria:

Related Experience	40 points
Knowledge of City	5 points
Professional Qualifications	40 points
Fees	5 points
Overall Proposal Content	10 points

6 Section 2

PROPOSAL REQUIREMENTS

The following items require an answer

7 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

8 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree.

(Required: Check if applicable)

9 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

10 Section

VENDOR REFERENCES

1 1	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each agency:
1 2	Reference 1 Reference 1
1 3	Reference #1 Company Name <i>(Required: Maximum 1000 characters allowed)</i>
1 4	Reference #1 Contact Person <i>(Required: Maximum 1000 characters allowed)</i>
1 5	Reference #1 Business Address Enter Street address, city, state, zip code <i>(Required: Maximum 1000 characters allowed)</i>
1 6	Reference #1 Business Phone Number <div style="display: flex; align-items: center;"> <input style="width: 150px; height: 20px; border: 1px solid black;" type="text" value="(____) ____ - ____"/> ext: <input style="width: 80px; height: 20px; border: 1px solid black;" type="text"/> </div> <i>(Required)</i>
1 7	Reference #1 Email <div style="border: 1px solid black; height: 20px; width: 450px; margin-top: 5px;"></div> <i>(Required: Email address)</i>
1 8	Reference #1 Description of Services Performed and Dates of Service Describe the services performed and provide the beginning and completion dates of the project. <i>(Required: Maximum 4000 characters allowed)</i>
1 9	Reference 2 Reference 2

2
0

Reference #2 Company Name

(Required: Maximum 1000 characters allowed)

2
1

Reference #2 Contact Person

(Required: Maximum 1000 characters allowed)

2
2

Reference #2 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

2
3

Reference #2 Business Phone Number

(____) ____ - ____ ext: _____

(Required)

2
4

Reference #2 Email Address

(Required: Email address)

2
5

Reference #2 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

2
6

Reference #3

Reference #3

2
7

Reference #3 Company Name

(Required: Maximum 1000 characters allowed)

2
8

Reference #3 Contact Person

(Required: Maximum 1000 characters allowed)

2
9

Reference #3 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

3
0

Reference #3 Business Phone Number

(____) ____ - ____ ext: _____

(Required)

3
1

Reference #3 Email Address

(Required: Email address)

3
2

Reference #3 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

3
3

Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Company Name
- Reference Contact Person
- Reference Business Address (street, city, state, zip)
- Reference Business Phone Number
- Reference Email Address
- Description of Services Performed and Dates of Service

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. __
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Garrett Tyson Dept: P&Z Email: gtyson@nixa.com		Name: Torgerson Design Partners, LLC. Address: 116 N. 2 nd Ave, Ozark, MO 65721 Phone: 417-581-8889 Attn: Anna Torgerson Email: anna@tdp-arch.com

CONTRACT FOR BUILDING CODE PLAN REVIEW AND CONSULTATION SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Proposal solicitation process, referenced as RFP-001-2022/PZ desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term. This Contract shall terminate on 12/31/2024.

6. Renewals. The term of this Contract may be extended two times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

7. Payment.

a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$10,000.00**.

8. Termination.

a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council

of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

9. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

11. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

12. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

13. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-

741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

15. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

16. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly

employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

17. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

19. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Exhibit A- Scope of Services
- c. Exhibit B- Fee Schedule
- d. Exhibit C- Request for Proposal No. RFP-002-2022/PZ, and any addenda

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, and then Exhibit C.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract.

Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

23. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

24. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

26. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

(The rest of the page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Printed Name

Title

Date: _____

ATTEST:

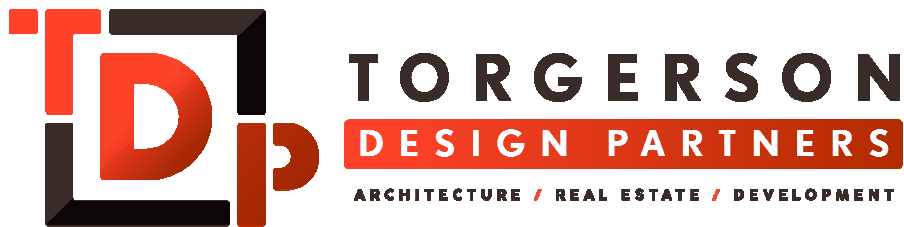
Printed Name

Title

SCOPE OF SERVICES

The City is seeking a qualified firm or provider (hereinafter referred to as Offeror) to provides the following services to the City:

- A. Plan review of building designs subject to the requirements of the City's most recently adopted edition of the International Building Code to determine compliance with such codes.
 - i. Plan review involves a determination of substantial conformity to the adopted codes or identification of corrections needed to achieve conformity. Plan reviews will be provided to the City in written form containing a list of identified issues and needed corrections as well as specific code references applicable to each identified issue or non-conformity. Plans will be provided to the Offeror in a form acceptable to both parties and plan reviews are expected to be delivered back to the City within ten (1) business days of receipt of such plans.
- B. Consultation concerning the condition of existing buildings relative to adopted codes of the City, including possible dangerous buildings.
 - i. From time to time, the City is required to investigate possible dangerous building conditions or other questions pertaining to the condition of existing buildings relative to adopted codes. In limited cases, the City may require expert consultation from the Offeror concerning code compliance.
- C. On-site field inspections, as requested, to assist the City in rendering determinations concerning compliance with the adopted codes.
 - i. From time to time, the City may request expert consultation from the Offeror that requires on-site investigation or inspection of a condition during or after construction or a structure or building.
 - ii. The City may also request supplemental or special inspection services offered by the Offeror or their subcontractors.
- D. General consultation and advice concerning the appropriate application and interpretation of the adopted codes.
- E. General consultation and advice concerning possible amendments to the building codes.



Attachment "B"

2021-2022 Schedule of Professional Service Hourly Rates

Senior Principal Architect	\$175.00
Lead Architect Two	\$150.00
Project Designer/Architect One	\$125.00
Interior Designer Two	\$120.00
Interior Designer One	\$110.00
Interior Designer Graduate	\$85.00
Intern Architect Two	\$100.00
Intern Architect One	\$90.00
Technician/Draftsman	\$75.00
Administrative	\$55.00

2021-2022 Schedule of Professional Service Hourly Rates

Structural Engineering and Consulting \$175

Mechanical, Electrical, Plumbing engineering & Consulting \$170

2021-2022 Schedule of Professional Service Per Diem Rates – On Site Travel

Lead Architect & Project Manager	\$1,200.00
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2021-2022 Schedule of Reimbursable Expenses

Reproductions & Printing

- 8 ½ x 11 Black & White \$0.25
- 8 ½ x 11 Color \$0.45
- 11 x 17 Black & White \$0.45
- 11 x 17 Color \$0.90
- 12 x 18 Color Premium Paper \$1.25
- Plots or Scans \$0.45 per square feet

Correspondence

- Overnight Mail Direct Cost
- Postage Direct Cost

Travel

- Air Travel Direct Cost
- Out of Town Meals & Lodging Direct Cost
- Out of Town Rental Car Direct Cost
- Out of Town Mileage I.R.S Rate



RFP-001-2022/PZ

Building Code Plan Review and Consultation

Issue Date: 1/11/2022

Questions Deadline: 1/21/2022 04:00 PM (CT)

Response Deadline: 2/1/2022 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
1111 Kathryn Street
Nixa, MO 65714
Email: sewing@nixa.com

Event Information

Number: RFP-001-2022/PZ
Title: Building Code Plan Review and Consultation
Type: Request for Proposal
Issue Date: 1/11/2022
Question Deadline: 1/21/2022 04:00 PM (CT)
Response Deadline: 2/1/2022 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for Building Code Plan Review and Consultation Services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Public Works
1111 W. Kathryn St.
Nixa, MO 65714

Questions will be allowed and answered electronically on the 'Questions' tab. Or, you may submit questions in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Bid Attachments

Introduction and Scope of Services.pdf

Introduction and Scope of Services

[View Online](#)

Proposal Requirements.pdf

Proposal Requirements

[View Online](#)

Terms and Conditions - Formal-RFP.pdf

RFP Terms and Conditions

[View Online](#)

Sample Contract.pdf

RFP Sample Contract

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

No Bid Response Form.pdf

No Bid Response Form

[View Online](#)

Requested Attachments

Submittal of Proposal

(Attachment required)

Please upload your proposal here.

Fee Schedule

(Attachment required)

The Offeror shall prepare a Fee Schedule and shall provide said Schedule as part of their submittal. The Fee Schedule shall provide an accounting of the fees that Offeror intends to charge the City for services rendered as part of any contract awarded as a result of this RFP. The Fee Schedule must be reasonably detailed so that the City can properly evaluate the proposal and fees of the Offeror. Said Fee Schedule is anticipated to be an exhibit to the contract awarded as part of this RFP and shall remain in effect throughout the initial three-year contract.

Provided a contract is renewed the additional year/s, at no such time shall the yearly escalation terms for pricing exceed a 5% increase.

Other Attachment

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

No Response Form

Please download the "No Response Form", located on the Attachment tab. Complete the document and upload it here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 RFP Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. If you choose a manual submission, please ensure there is one (1) original hard copy and one (1) electronic file. For any questions, please contact the Purchasing Department at 417.449.0555.

4 Proposal Opening

Any proposal received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

5 Evaluation of Proposals

All bid proposals will be evaluated on the following criteria:

Related Experience	40 points
Knowledge of City	5 points
Professional Qualifications	40 points
Fees	5 points
Overall Proposal Content	10 points

6 Section 2

PROPOSAL REQUIREMENTS

The following items require an answer

7 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

8 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree.

(Required: Check if applicable)

9 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

10 Section

VENDOR REFERENCES

1 1	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each agency:
1 2	Reference 1 Reference 1
1 3	Reference #1 Company Name <i>(Required: Maximum 1000 characters allowed)</i>
1 4	Reference #1 Contact Person <i>(Required: Maximum 1000 characters allowed)</i>
1 5	Reference #1 Business Address Enter Street address, city, state, zip code <i>(Required: Maximum 1000 characters allowed)</i>
1 6	Reference #1 Business Phone Number <div style="display: flex; align-items: center;"> <input style="width: 150px; border: 1px solid black;" type="text" value="(____) ____ - ____"/> ext: <input style="width: 80px; border: 1px solid black;" type="text"/> </div> <i>(Required)</i>
1 7	Reference #1 Email <input style="width: 450px; height: 20px; border: 1px solid black;" type="text"/> <i>(Required: Email address)</i>
1 8	Reference #1 Description of Services Performed and Dates of Service Describe the services performed and provide the beginning and completion dates of the project. <i>(Required: Maximum 4000 characters allowed)</i>
1 9	Reference 2 Reference 2

2
0**Reference #2 Company Name**

*(Required: Maximum 1000 characters allowed)*2
1**Reference #2 Contact Person**

*(Required: Maximum 1000 characters allowed)*2
2**Reference #2 Business Address**

Enter street address, city, state, zip code.

*(Required: Maximum 1000 characters allowed)*2
3**Reference #2 Business Phone Number** ext: *(Required)*2
4**Reference #2 Email Address***(Required: Email address)*2
5**Reference #2 Description of Services Performed and Dates of Service**

Describe the services performed and provide the beginning and completion dates of the project.

*(Required: Maximum 4000 characters allowed)*2
6**Reference #3****Reference #3**2
7**Reference #3 Company Name**

(Required: Maximum 1000 characters allowed)

2
8

Reference #3 Contact Person

(Required: Maximum 1000 characters allowed)

2
9

Reference #3 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

3
0

Reference #3 Business Phone Number

() - ext:

(Required)

3
1

Reference #3 Email Address

(Required: Email address)

3
2

Reference #3 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

3
3

Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Company Name
- Reference Contact Person
- Reference Business Address (street, city, state, zip)
- Reference Business Phone Number
- Reference Email Address
- Description of Services Performed and Dates of Service

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. __
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Garrett Tyson Dept: P&Z Email: gtyson@nixa.com		Name: SAFEbuilt, LLC. Address: 3755 Precision Dr., Ste 140 Loveland, CO 80538 Phone: 954-921-7781 Attn: Jessica Koehler Email: jkoehler@safebuilt.com

CONTRACT FOR BUILDING CODE PLAN REVIEW AND CONSULTATION SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Proposal solicitation process, referenced as RFP-001-2022/PZ desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term. This Contract shall terminate on 12/31/2024.

6. Renewals. The term of this Contract may be extended two times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

7. Payment.

a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$10,000.00**.

8. Termination.

a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council

of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

9. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

11. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

12. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

13. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-

741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

15. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

16. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly

employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

17. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

19. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Exhibit A- Scope of Services
- c. Exhibit B- Fee Schedule
- d. Exhibit C- Request for Proposal No. RFP-002-2022/PZ, and any addenda

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, and then Exhibit C.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract.

Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

23. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

24. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

26. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

(The rest of the page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Printed Name

Title

Date: _____

ATTEST:

Printed Name

Title

SCOPE OF SERVICES

The City is seeking a qualified firm or provider (hereinafter referred to as Offeror) to provides the following services to the City:

- A. Plan review of building designs subject to the requirements of the City's most recently adopted edition of the International Building Code to determine compliance with such codes.
 - i. Plan review involves a determination of substantial conformity to the adopted codes or identification of corrections needed to achieve conformity. Plan reviews will be provided to the City in written form containing a list of identified issues and needed corrections as well as specific code references applicable to each identified issue or non-conformity. Plans will be provided to the Offeror in a form acceptable to both parties and plan reviews are expected to be delivered back to the City within ten (1) business days of receipt of such plans.
- B. Consultation concerning the condition of existing buildings relative to adopted codes of the City, including possible dangerous buildings.
 - i. From time to time, the City is required to investigate possible dangerous building conditions or other questions pertaining to the condition of existing buildings relative to adopted codes. In limited cases, the City may require expert consultation from the Offeror concerning code compliance.
- C. On-site field inspections, as requested, to assist the City in rendering determinations concerning compliance with the adopted codes.
 - i. From time to time, the City may request expert consultation from the Offeror that requires on-site investigation or inspection of a condition during or after construction or a structure or building.
 - ii. The City may also request supplemental or special inspection services offered by the Offeror or their subcontractors.
- D. General consultation and advice concerning the appropriate application and interpretation of the adopted codes.
- E. General consultation and advice concerning possible amendments to the building codes.



Tab 5 Fee Schedule

Cost Proposal

SAFEbuilt's pricing is tailored to each contract. We work with our partners to establish reasonable rates for the services we provide. Our fee is all-inclusive of overhead, materials, and equipment, including all safety equipment required by the City of Nixa.

Description	Unit Price
As Needed Plan Review -Commercial & residential	\$100.00/hour - Minimum of one (1) hour





RFP-001-2022/PZ

Building Code Plan Review and Consultation

Issue Date: 1/11/2022

Questions Deadline: 1/21/2022 04:00 PM (CT)

Response Deadline: 2/1/2022 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
1111 Kathryn Street
Nixa, MO 65714
Email: sewing@nixa.com

Event Information

Number: RFP-001-2022/PZ
Title: Building Code Plan Review and Consultation
Type: Request for Proposal
Issue Date: 1/11/2022
Question Deadline: 1/21/2022 04:00 PM (CT)
Response Deadline: 2/1/2022 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for Building Code Plan Review and Consultation Services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Public Works
1111 W. Kathryn St.
Nixa, MO 65714

Questions will be allowed and answered electronically on the 'Questions' tab. Or, you may submit questions in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Bid Attachments

Introduction and Scope of Services.pdf

Introduction and Scope of Services

[View Online](#)

Proposal Requirements.pdf

Proposal Requirements

[View Online](#)

Terms and Conditions - Formal-RFP.pdf

RFP Terms and Conditions

[View Online](#)

Sample Contract.pdf

RFP Sample Contract

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

No Bid Response Form.pdf

No Bid Response Form

[View Online](#)

Requested Attachments

Submittal of Proposal

(Attachment required)

Please upload your proposal here.

Fee Schedule

(Attachment required)

The Offeror shall prepare a Fee Schedule and shall provide said Schedule as part of their submittal. The Fee Schedule shall provide an accounting of the fees that Offeror intends to charge the City for services rendered as part of any contract awarded as a result of this RFP. The Fee Schedule must be reasonably detailed so that the City can properly evaluate the proposal and fees of the Offeror. Said Fee Schedule is anticipated to be an exhibit to the contract awarded as part of this RFP and shall remain in effect throughout the initial three-year contract.

Provided a contract is renewed the additional year/s, at no such time shall the yearly escalation terms for pricing exceed a 5% increase.

Other Attachment

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

No Response Form

Please download the "No Response Form", located on the Attachment tab. Complete the document and upload it here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 RFP Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. If you choose a manual submission, please ensure there is one (1) original hard copy and one (1) electronic file. For any questions, please contact the Purchasing Department at 417.449.0555.

4 Proposal Opening

Any proposal received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

5 Evaluation of Proposals

All bid proposals will be evaluated on the following criteria:

Related Experience	40 points
Knowledge of City	5 points
Professional Qualifications	40 points
Fees	5 points
Overall Proposal Content	10 points

6 Section 2

PROPOSAL REQUIREMENTS

The following items require an answer

7 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

8 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree.

(Required: Check if applicable)

9 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

10 Section

VENDOR REFERENCES

1 1	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each agency:
1 2	Reference 1 Reference 1
1 3	Reference #1 Company Name <i>(Required: Maximum 1000 characters allowed)</i>
1 4	Reference #1 Contact Person <i>(Required: Maximum 1000 characters allowed)</i>
1 5	Reference #1 Business Address Enter Street address, city, state, zip code <i>(Required: Maximum 1000 characters allowed)</i>
1 6	Reference #1 Business Phone Number <div style="display: flex; align-items: center;"> <input style="width: 150px; height: 20px; border: 1px solid black;" type="text" value="(____) ____ - ____"/> ext: <input style="width: 80px; height: 20px; border: 1px solid black;" type="text"/> </div> <i>(Required)</i>
1 7	Reference #1 Email <div style="border: 1px solid black; height: 20px; width: 450px; margin-top: 5px;"></div> <i>(Required: Email address)</i>
1 8	Reference #1 Description of Services Performed and Dates of Service Describe the services performed and provide the beginning and completion dates of the project. <i>(Required: Maximum 4000 characters allowed)</i>
1 9	Reference 2 Reference 2

2
0

Reference #2 Company Name

(Required: Maximum 1000 characters allowed)

2
1

Reference #2 Contact Person

(Required: Maximum 1000 characters allowed)

2
2

Reference #2 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

2
3

Reference #2 Business Phone Number

(____) ____ - ____ ext: _____

(Required)

2
4

Reference #2 Email Address

(Required: Email address)

2
5

Reference #2 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

2
6

Reference #3

Reference #3

2
7

Reference #3 Company Name

(Required: Maximum 1000 characters allowed)

2
8

Reference #3 Contact Person

(Required: Maximum 1000 characters allowed)

2
9

Reference #3 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

3
0

Reference #3 Business Phone Number

() - ext:

(Required)

3
1

Reference #3 Email Address

(Required: Email address)

3
2

Reference #3 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

3
3

Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Company Name
- Reference Contact Person
- Reference Business Address (street, city, state, zip)
- Reference Business Phone Number
- Reference Email Address
- Description of Services Performed and Dates of Service

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. ____
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Garrett Tyson Dept: P&Z Email: gtyson@nixa.com		Name: Aoka Engineering Address: 1545 Ashwood Drive Martinez, CA 94553 Phone: 941-780-9697 Attn: Brett Davis Email: brett@aokaengineering.com

CONTRACT FOR BUILDING CODE PLAN REVIEW AND CONSULTATION SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Proposal solicitation process, referenced as RFP-001-2022/PZ desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

4. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

5. Term. This Contract shall terminate on 12/31/2024.

6. Renewals. The term of this Contract may be extended two times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Contractor and City; and
- c. City funds are appropriated for such purpose.

7. Payment.

a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$10,000.00**.

8. Termination.

a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

c. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.

9. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

11. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

12. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

13. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and

advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

14. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

15. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. **Workers' Compensation** – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to

name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

16. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

17. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

19. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. Exhibit A- Scope of Services
- c. Exhibit B- Fee Schedule
- d. Exhibit C- Request for Proposal No. RFP-002-2022/PZ, and any addenda

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, and then Exhibit C.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be

the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

23. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

24. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

26. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

(The rest of the page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date:_____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Printed Name

Title

Date:_____

ATTEST:

Printed Name

Title

SCOPE OF SERVICES

The City is seeking a qualified firm or provider (hereinafter referred to as Offeror) to provides the following services to the City:

- A. Plan review of building designs subject to the requirements of the City's most recently adopted edition of the International Building Code to determine compliance with such codes.
 - i. Plan review involves a determination of substantial conformity to the adopted codes or identification of corrections needed to achieve conformity. Plan reviews will be provided to the City in written form containing a list of identified issues and needed corrections as well as specific code references applicable to each identified issue or non-conformity. Plans will be provided to the Offeror in a form acceptable to both parties and plan reviews are expected to be delivered back to the City within ten (1) business days of receipt of such plans.
- B. Consultation concerning the condition of existing buildings relative to adopted codes of the City, including possible dangerous buildings.
 - i. From time to time, the City is required to investigate possible dangerous building conditions or other questions pertaining to the condition of existing buildings relative to adopted codes. In limited cases, the City may require expert consultation from the Offeror concerning code compliance.
- C. On-site field inspections, as requested, to assist the City in rendering determinations concerning compliance with the adopted codes.
 - i. From time to time, the City may request expert consultation from the Offeror that requires on-site investigation or inspection of a condition during or after construction or a structure or building.
 - ii. The City may also request supplemental or special inspection services offered by the Offeror or their subcontractors.
- D. General consultation and advice concerning the appropriate application and interpretation of the adopted codes.
- E. General consultation and advice concerning possible amendments to the building codes.



FEE SCHEDULE

SERVICE CLASSIFICATION	RATE
Residential Plan Review	40% of permit fee
Commercial Plan Review	60% of permit fee
Building Inspection	\$70/hr. (2 hour minimum)
Consultation Services	\$120/hr.
MISCELLANEOUS CHARGES	RATE
Trip Fee	\$0
Mileage Reimbursement	\$0

The plan review fee above includes 1st, 2nd, and 3rd review.

Subsequent reviews (if needed) will be billed at an additional hourly rate of \$80/hr., after obtaining prior approval from the city.



RFP-001-2022/PZ

Building Code Plan Review and Consultation

Issue Date: 1/11/2022

Questions Deadline: 1/21/2022 04:00 PM (CT)

Response Deadline: 2/1/2022 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
1111 Kathryn Street
Nixa, MO 65714
Email: sewing@nixa.com

Event Information

Number: RFP-001-2022/PZ
Title: Building Code Plan Review and Consultation
Type: Request for Proposal
Issue Date: 1/11/2022
Question Deadline: 1/21/2022 04:00 PM (CT)
Response Deadline: 2/1/2022 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Proposal for Building Code Plan Review and Consultation Services.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa
Public Works
1111 W. Kathryn St.
Nixa, MO 65714

Questions will be allowed and answered electronically on the 'Questions' tab. Or, you may submit questions in writing to the Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Bid Attachments

Introduction and Scope of Services.pdf

Introduction and Scope of Services

[View Online](#)

Proposal Requirements.pdf

Proposal Requirements

[View Online](#)

Terms and Conditions - Formal-RFP.pdf

RFP Terms and Conditions

[View Online](#)

Sample Contract.pdf

RFP Sample Contract

[View Online](#)

Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

No Bid Response Form.pdf

No Bid Response Form

[View Online](#)

Requested Attachments

Submittal of Proposal

(Attachment required)

Please upload your proposal here.

Fee Schedule

(Attachment required)

The Offeror shall prepare a Fee Schedule and shall provide said Schedule as part of their submittal. The Fee Schedule shall provide an accounting of the fees that Offeror intends to charge the City for services rendered as part of any contract awarded as a result of this RFP. The Fee Schedule must be reasonably detailed so that the City can properly evaluate the proposal and fees of the Offeror. Said Fee Schedule is anticipated to be an exhibit to the contract awarded as part of this RFP and shall remain in effect throughout the initial three-year contract.

Provided a contract is renewed the additional year/s, at no such time shall the yearly escalation terms for pricing exceed a 5% increase.

Other Attachment

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

No Response Form

Please download the "No Response Form", located on the Attachment tab. Complete the document and upload it here.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

3 RFP Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. If you choose a manual submission, please ensure there is one (1) original hard copy and one (1) electronic file. For any questions, please contact the Purchasing Department at 417.449.0555.

4 Proposal Opening

Any proposal received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

5 Evaluation of Proposals

All bid proposals will be evaluated on the following criteria:

Related Experience	40 points
Knowledge of City	5 points
Professional Qualifications	40 points
Fees	5 points
Overall Proposal Content	10 points

6 Section 2

PROPOSAL REQUIREMENTS

The following items require an answer

7 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

8 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree.

(Required: Check if applicable)

9 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and agree.

(Required: Check if applicable)

10 Section

VENDOR REFERENCES

1 1	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each agency:
1 2	Reference 1 Reference 1
1 3	Reference #1 Company Name <i>(Required: Maximum 1000 characters allowed)</i>
1 4	Reference #1 Contact Person <i>(Required: Maximum 1000 characters allowed)</i>
1 5	Reference #1 Business Address Enter Street address, city, state, zip code <i>(Required: Maximum 1000 characters allowed)</i>
1 6	Reference #1 Business Phone Number <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 10px;">() - </div> <div style="margin: 0 10px;">ext:</div> <div style="border: 1px solid black; padding: 2px 20px;"></div> </div> <i>(Required)</i>
1 7	Reference #1 Email <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <i>(Required: Email address)</i>
1 8	Reference #1 Description of Services Performed and Dates of Service Describe the services performed and provide the beginning and completion dates of the project. <i>(Required: Maximum 4000 characters allowed)</i>
1 9	Reference 2 Reference 2

2
0

Reference #2 Company Name

(Required: Maximum 1000 characters allowed)

2
1

Reference #2 Contact Person

(Required: Maximum 1000 characters allowed)

2
2

Reference #2 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

2
3

Reference #2 Business Phone Number

(____) ____ - ____ ext: _____

(Required)

2
4

Reference #2 Email Address

(Required: Email address)

2
5

Reference #2 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

2
6

Reference #3

Reference #3

2
7

Reference #3 Company Name

(Required: Maximum 1000 characters allowed)

2
8

Reference #3 Contact Person

(Required: Maximum 1000 characters allowed)

2
9

Reference #3 Business Address

Enter street address, city, state, zip code.

(Required: Maximum 1000 characters allowed)

3
0

Reference #3 Business Phone Number

(____) ____ - ____ ext: _____

(Required)

3
1

Reference #3 Email Address

(Required: Email address)

3
2

Reference #3 Description of Services Performed and Dates of Service

Describe the services performed and provide the beginning and completion dates of the project.

(Required: Maximum 4000 characters allowed)

3
3

Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Company Name
- Reference Contact Person
- Reference Business Address (street, city, state, zip)
- Reference Business Phone Number
- Reference Email Address
- Description of Services Performed and Dates of Service

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFP shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature



Issue: CONCRETE MAINTENANCE, RESOLUTION # 2022-53

Date: May 3rd, 2022

Submitted By: Jeff Roussell, Street Superintendent

Background

This annual request is to secure a valid, responsible contractor to assist in concrete maintenance throughout the city. If awarded, this contract will also play a vital role in bringing the city closer to ADA (Americans with Disabilities Act) compliance and will address issues mentioned in our adopted ADA Transition Plan with the repairs of multiple wheelchair ramps, non-compliant sidewalks and other nonconforming ADA issues.

Analysis

After a request for bids, D & E Plumbing has submitted a unit price bid that will allow for planned improvements within our rights-of-ways as well as assist in concrete projects that have yet been determined. D & E Plumbing has successfully completed both State and Federal projects addressing ADA compliance issues in the past as well as multiple local endeavors.

Recommendation

It is staffs recommendation to award this bid to D & E Plumbing.

RESOLUTION NO. 2022-052

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH D&E PLUMBING, FOR CONCRETE MAINTENANCE AND REPAIR.

WHEREAS City staff have solicited bids for concrete maintenance; and

WHEREAS after evaluating all submitted bids, staff has recommended D&E Plumbing, as the most qualified firm.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with D&E Plumbing. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A." The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS 9th DAY OF MAY 2022.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

DATE OF APPROVAL

CITY ATTORNEY

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. __		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Jeff Roussell Dept: Street Email: jroussell@nixa.com		Name: D&E Plumbing & Heating, Inc. Address: 1112 Falcon Crest Ct. Nixa, MO 65714 Phone: 417-866-4200 Attn: Steve Eoff Email: deplbg01@yahoo.com

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after conducting a Request for Bid solicitation process, referenced as RFB-022-2022/Street, desires to engage Contractor to perform certain construction work; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Manner and Time for Completion. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar services. The Services are more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with this contract, any applicable City ordinances, and any applicable state or federal laws from the date Contractor is ordered to proceed, which order shall be issued by the City Administrator within 30 days after the date of execution of this Contract.

Contract Term: The term of the bid/contract agreement is for (1) one year, beginning upon date awarded. The City may, at it's option, extend the contract for up to (2) two additional one-year terms, subject to the Escalation/De-Escalation stated below.

2. Prevailing Wage. In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached hereto as Exhibit C and made part of this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each

worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Owner's and Contractor's Protective Liability Insurance.** To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Subcontracts.** In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **Notice.** The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. **Performance and Payment Bonds.** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the

City, each bond shall be in the amount not to exceed \$95,000.00 conditioned upon the full and faithful performance of all major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

6. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500 per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City.

8. Termination.

a. For Cause. The City reserves the right to terminate this Contract by giving at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of

the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

b. For Convenience. The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the

Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

11. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

12. Payment. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided hereunder. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **Ninety-Five Thousand Dollars No Cents (\$95,000.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor.

13. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a. This Contract
- b. **Exhibit A- Scope of Work**
- c. **Exhibit B- Rate Sheet**
- d. **Exhibit C- Wage Order 28**

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, and then Exhibit C.

14. Conflict of Interest. Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any

applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

15. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

16. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

17. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Email or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Email transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

19. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract.

Contractor shall make available for the City's inspection all records covering or relating charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

20. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

21. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

22. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Missouri Revised Statute Section 34.600, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

24. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

25. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

26. Jurisdiction. This Contract and every question arising hereunder shall be construed or

determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

(Rest of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITY OF NIXA, MISSOURI

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

CONTRACTOR

Printed Name

Title

Date: _____

ATTEST:

Printed Name

Title

SCOPE OF WORK

The Scope of Work for this Contract is for the installation of new or replacement of broken curb and gutter, sidewalks and wheelchair ramps as designated by the City of Nixa. All projects have been identified and prioritized in the City of Nixa Title VI Transition Plan; repairs and replacements MUST meet compliance for the latest version of the ADA standard.

The City shall issue work orders to the Contractor which shall detail the specific work to be undertaken by the Contractor in compliance with the terms of the Contract. Based on the scope for each work order, the contractor shall invoice the City based on the corresponding pricing shown on the Bid List in "Exhibit B".

This work will be continuous for several years to meet full ADA compliance. Each year will include different areas of work throughout the city.

Quantities will be determined by budget restrictions each year.

Sidewalk & Curb Maintenance

Bid Item	Description	Unit	Quantity in LF	Cost per LF			
1	CURB AND GUTTER (2') <i>PER WORK ORDER</i>	LF	<-25	\$50			
2		LF	26-75	\$45			
3		LF	76-200	\$45			
4		LF	201-600	\$40			
5		LF	601-1000	\$35			
6		LF	1001-2500	\$35			
7		LF	>2500	\$35			
8	SIDEWALK (4' WIDE X 4" THICK) <i>PER WORK ORDER</i>	SF	<-25	\$13			
9		SF	26-75	\$12			
10		SF	76-200	\$11			
11		SF	201-600	\$10			
12		SF	601-1000	\$9			
13		SF	1001-2500	\$9			
14		SF	>2500	\$8			
15	SIDEWALK (4' WIDE X 6" THICK) <i>PER WORK ORDER</i>	SF	<25	\$15			
16		SF	26-75	\$14			
17		SF	76-200	\$13			
18	SIDEWALK (5' WIDE X 4" THICK) <i>PER WORK ORDER</i>	SF	<25	\$13			
19		SF	26-75	\$12			
20		SF	76-200	\$11			
21		SF	201-600	\$10			
22		SF	601-1000	\$9			
23		SF	1001-2500	\$8			
24		SF	>2500	\$8			
25	SIDEWALK (5' WIDE X 6" THICK) <i>PER WORK ORDER</i>	SF	<25	\$15			
26		SF	26-75	\$14			
27		SF	76-200	\$13			
28	SIDEWALK (4' WIDE X 4" THICK) WITH INTEGRAL CURB-MAX 24" TALL <i>PER WORK ORDER</i>	SF	<-25	\$23			
29		SF	26-75	\$23			
30		SF	76-100	\$20			
31		SF	>100	\$18			
32	Dimpel plates	SF		\$42			
33	ADA RAMPS <i>PER WORK ORDER</i>	SF		\$20			
34	DRIVEWAY APPROACH (6" thick)	SY	<50	\$85			
35		SY	51-100	\$80			
36		SY	101-200	\$80			
37		SY	>200	\$75			
38	CONCRETE DRIVEWAY (4" thick)	SY	<50	\$75			
39		SY	51-100	\$75			
40		SY	101-200	\$70			
41		SY	>200	\$65			
42	Excavation/Removal						
43	4" depth	SF		\$5			
44	6" depth	SF		\$6			
45	8" depth	SF		\$7			
46	10" depth	SF		\$8			
47							
48							
49	REINFORCING STEEL- (if required)	LBS		\$5			
TOTAL BID PRICE (Items 1 -49)				\$1,289.00			

Received ADD No 1 By - Steve Eoff

4-4-22 President D & E Plumbing & Heating Inc

ESCALATION/DE-ESCALATION:

Prices shall remain firm for a period of one year from the date of award.

Prices may be changed after the first year, not to exceed 5% each year. Increases will be considered for the following reasons: An increase or decrease in the supplier's cost of materials and/or labor rates may be justification for price change; however, this shall not be construed in any way to increase vendor's margin or profit. All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City of Nixa Purchasing Department upon renewal of contract/bid agreement. Approval of each request shall be sent in written form. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract/bid agreement with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 022

CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$21.00
Boilermaker	*\$21.00
Bricklayer	\$50.52
Carpenter	\$46.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$21.00
Plasterer	
Communications Technician	*\$21.00
Electrician (Inside Wireman)	\$43.29
Electrician Outside Lineman	*\$21.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$21.00
Glazier	\$38.20
Ironworker	\$62.18
Laborer	\$38.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.13
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$21.00
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$21.00
Plumber	*\$21.00
Pipe Fitter	
Roofer	*\$21.00
Sheet Metal Worker	*\$21.00
Sprinkler Fitter	\$60.80
Truck Driver	*\$21.00
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri
Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	*\$21.00
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$21.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$42.01
General Laborer	
Skilled Laborer	
Operating Engineer	\$46.74
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$21.00
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



Issue: **ADDING JUNETEENTH AS A HOLIDAY OBSERVED BY THE CITY OF NIXA**

Date: May 09, 2022

Submitted By: Amanda Hunsucker, Director of Human Resources

Background

Juneteenth became a new observed federal holiday in June 2021. Juneteenth celebrates the freedom of enslaved people in the United States at the end of the Civil War.

Analysis

The City of Nixa would like to add Juneteenth to our observed holiday schedule. It would be an annual holiday that would be observed each June 19. Juneteenth would be the first holiday added to the City's observed schedule in over 15 years.

Recommendation

Staff agrees with this recommendation.

RESOLUTION NO. 2022-053

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE CITY'S PERSONNEL HANDBOOK BY MODIFYING POLICY 7.1.3 TO ADD JUNETEENTH AS A LISTED PAID HOLIDAY.

WHEREAS City Charter Section 7.2 requires the Council to adopt a personnel code; and

WHEREAS the City maintains its personnel and employment policies in a Personnel Handbook, which is modified by Resolution from time to time; and

WHEREAS the City Council desires to modify the Personal Handbook to add Juneteenth as a paid holiday.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City's Personnel Handbook is hereby amended by repealing the current Policy referenced within the Personnel Handbook as "7.1.3 Holidays" and adopting in lieu thereof a new policy which is set forth in "Resolution Exhibit A." "Resolution Exhibit A" is attached hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS 9th DAY OF MAY 2022.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

DATE OF APPROVAL

CITY ATTORNEY

RESOLUTION EXHIBIT A

(Note: Language to be added is indicated by being underlined. Language to be removed is indicated by being ~~stricken~~.)

7.1.3 Holidays

The following paid holidays will be observed:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	<u>Juneteenth</u>

If a holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday. Holidays that fall on a regular workday or day off for emergency or essential service personnel will be compensated as follows:

- a) Holidays that fall on a regular workday may be taken off that day if approved by the Supervisor.
- b) If the holiday falls on a scheduled workday and is worked, non-exempt employees will be paid at one and one-half times their hourly rate for hours worked or may record this as comp time. The time can also be flexed hour for hour, meaning, if the holiday falls on a Monday, the hours worked can be flexed during that work week (Monday-Sunday).
- c) In lieu of the above holiday pay policy, commissioned officers will accrue holiday hours annually. The amount of holiday pay accrued will depend on whether the officer is on 12-hour, 10-hour or 8-hour shifts. Commissioned officers working 12-hour and 10-hour shifts will accrue 110 hours of holiday pay annually. Commissioned officers working 8-hour shifts will accrue 88 hours of holiday pay annually. Holiday hours will accrue on the first pay period of the month for the months of January through November. Supervisors may require that an employee use accrued holiday time to cover absences instead of utilizing vacation leave or sick leave. In addition, a supervisor may require the employee to take time off to reduce holiday leave balances. Police officers will be allowed to use holiday time accrued upon approval from supervisor. If a holiday falls within a vacation time frame, it is required that holiday time be used for that holiday. Any holiday time not used by December 14th will be paid out in the pay period in which December 15th falls.



Issue: A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH ANDREWS TECHNOLOGY HMS, INC. FOR TIME AND ATTENDANCE SOFTWARE

Date: April 29, 2022

Submitted By: Jennifer Evans, Director of Finance

Background

The vendor for our new ERP system has been selected by staff and we are now in the contract review and negotiation phase. The vendor we have selected uses a third party for the time and attendance portion of the system. This third party, Andrews Technology HMS, Inc., is able to integrate with our current software.

Analysis

Staff is unsatisfied with our current time and attendance solution. Since Andrews Technology is able to integrate with our current payroll system, we will be able to implement this solution ahead of implementation of the entire ERP system. This way, staff can familiarize themselves with this component alone.

Recommendation

Staff recommends the passage of this resolution.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ANDREWS TECHNOLOGY HMS, INC. FOR TIME AND ATTENDANCE SOFTWARE.

WHEREAS The City is currently engaged in Contract negotiations the selected firm for the City's new Enterprise Resource Planning ("ERP") system; and

WHEREAS the selected firm utilizes a third party, Andrews Technology HMS, Inc., for the employee time and attendance component of the ERP system; and

WHEREAS staff is requesting that the City begin utilizing the system provided by Andrews Technology HMS, Inc. ahead of the implementation of the ERP system because Andrews Technology HMS, Inc. is able to integrate with the City's current payroll system allowing staff more time to become familiar with the system prior to the implementation of the full ERP system; and

WHEREAS City Council desires to authorize the execution of the Contract, attached hereto as "Resolution Exhibit A," for the purpose described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Andrews Technology HMS, Inc. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of Page intentionally left blank. Signature Page follows.]

RESOLUTION NO. 2022-054

ADOPTED BY THE CITY COUNCIL THIS 9th DAY OF MAY 2022.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

DATE OF APPROVAL

CITY ATTORNEY

ANDREWS TECHNOLOGY
NOVATIME TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for City of Nixa
April 29th, 2022

Overall Statement of Responsibility.....	1
Master Agreement.....	2
Statement of Work	
- Deliverables.....	5
- Vendor Installation Responsibilities.....	5
- Customer Installation Responsibilities.....	6
- Professional Services Overview.....	7
- Software Training Overview.....	9
- Phase _____ Sign-off.....	10
Exhibit A - Order Form.....	See Attached
Exhibit B – Maintenance Agreement.....	11

Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology Novatime Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses as shown on the Andrews Technology Purchase Order Form –(See Exhibit A).
 - Advanced Scheduling Configuration for up to 200 employees.
 - Installation of 7 NT7000Lite Time Clocks with Pin Entry

Andrews Technology **Master Customer Agreement**

This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to City of Nixa.

Definitions

Transaction Document is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

Change Order is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

Discovery is a process performed to define a Statement of Work.

Deliverable is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

Materials are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

Product is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

Program Product is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Nixa is the licensee (Andrews Technology is not the licensee.).

Services are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

Statement of Work is a detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work: Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards as such laws and regulations relate to the City's performance under this Agreement.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in City of Nixa Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Nixa.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are – Due upon receipt of invoice.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

A service charge of 1½% per month will be added to all past due balances.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of Novatime, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 90 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 90 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of the State of Missouri govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Missouri.

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Nixa

Date: _____
Andrews Technology

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase – (7 NT7000Lite Pin Entry Terminals)

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing Novatime System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Nixa.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the Novatime System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the Novatime system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.

- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the Novatime System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your Novatime system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

City of Nixa is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your Novatime software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation (Not Applicable)

City of Nixa is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your Novatime software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

As soon as all of Andrews Technology' minimum system support requirements have been met, our Installation Team will arrive on-site and install the software. Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Nixa is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Hardware Trainer: Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals. (Not Applicable)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Nixa run a parallel test for one (1) to two (2) pay periods. This gives the Novatime key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The BS&A interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The BS&A interface is an existing Novatime interface. The BS&A interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: City of Nixa

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Nixa

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: City of Nixa

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Nixa

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: City of Nixa

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Nixa

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
Andrews Technology



1213 Culbreth Drive
Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



EXHIBIT A - VENDOR HOSTED ORDER FORM

Invoice To:	City of Nixa	Hosted By:	Vendor	
Ship To:	TBD	Terms:	3 Year Term	
Account Executive:	Jamie Blundell		100% Upon Execution	

Qty	Description	Item	Monthly
Novatime Web-Based Time & Attendance System			
250	Novatime Web-Based Time & Attendance Software	\$3.00	\$750
250	Employee Web Services (PC Entry, Smart Phone Applications)	Included	Included
35	Supervisor/Administrator Module: Approval/Reporting/Review/Modification	\$5.00	\$175
1	BS&A Payroll Interface (Guaranteed Interface)	Existing	Existing
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Notification Module	Included	Included
1	Affordable Care Act Module	Included	Included
250	FMLA Case Tracking Module	\$1	\$250
1	Novatime Hosted SFTP Site	\$50	\$50
1	Advanced Scheduling Manager (up to 200 employees)	\$700	Optional
Monthly Total			\$1,225
7	12 Month Vendor Hosting Total		\$14,700
7	NT7000Lite Pin Entry Terminal	\$1,000	\$7,000
7	NT7000Lite Ethernet Module	Included	Included
	Implementation		\$14,425
	Annual Maintenance	\$3,154/yr	\$3,154
	Sales Tax		TBD
12 Month System Total			\$ 39,279
One Time Implementation Fees			
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install Novatime Web-Based Software	Included	
	Install Payroll Rules and Employee File	Included	
	Unlimited Administrative/Supervisor Training	Included	
	Configure Advanced Scheduling	Included	
	Program Hardware	Included	
	Install Hardware	Customer	
	System Test/Go Live	Included	
Total One Time Fees		\$ 14,425	

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____

Exhibit B - Maintenance Agreement

Execution below entitles City of Nixa (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for 5 years from the date of execution below. This agreement is renewed automatically every 5 years unless advised by the Customer in writing no less than thirty days prior to the 5 year anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - On-site support is available.
 - Machine replacement is next day provided call received prior to 2:00pm.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: 1 Year of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a one hour minimum per phone call for support and two hours minimum for on-site service including travel.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Nixa

Date: _____
Andrews Technology