



Issue: Eoff Family Century Farm Park- North Parcel Design

Date: July 6, 2022

Submitted By: Matt Crouse, Director of Parks and Recreation

Background

During the 2022 budget planning process the parks department requested funding for the hiring of a firm to design the north parcel of the Eoff Family Century Farm Park. The design of the north parcel of the Eoff Family Century Farm Park will allow the department to establish the overall layout, amenities to be offered, provide cost estimates, and renderings for the park. This will give our community a better idea of what the park will become once developed. The south parcel will not be a part of the design; however, we will look at that property in some detail to ensure we align parking and access to ensure the two spaces align as both are developed.

Analysis

This RFQ received two responses for consideration. After scoring the responses SWT Design scored the highest out of those responses. SWT Design has done work for the park department as they completed the park master plan and will have a firm understanding as to our city, parks, and direction as a part of that project they will be able to bring forward to this project.

Recommendation

Staff is recommending the acceptance of this contract to begin working with SWT Design to design the north parcel of the Eoff Family Century Farm Park. This contract has a not to exceed clause of \$70,000 which is within the budget for this project.

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

Respectfully,

Matt Crouse
Director, Parks and Recreation

RESOLUTION NO. 2022-075

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SWT DESIGN FOR DESIGN SERVICES RELATED TO THE EOFF FAMILY CENTURY FARM PARK.

WHEREAS City staff have solicited proposals for design services related to the Eoff Family Century Farm Park; and

WHEREAS at the conclusion of the solicitation process City staff determined that SWT Design submitted the best overall proposal; and

WHEREAS City Council desires to authorize the execution of the Contract, attached hereto as "Resolution Exhibit A," for the purpose described therein.

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 SWT Design. 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.

ADOPTED BY THE COUNCIL THIS 11th DAY OF JULY, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. 2022-075

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48 APPROVED AS TO FORM:

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51 _____
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		() 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: Matt Crouse Dept: Parks Email: mcrouse@nixa.com		Name: SWT Design Address: 7722 Big Bend Blvd. St. Louis, MO 63119 Phone: 314-644-5700 Attn: Jay Wohlschlaeger Email: jayw@swtdesign.com

CONTRACT FOR PROFESSIONAL CONSULTING AND DESIGN 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 Qualifications solicitation process, referenced as RFQ-023-2022/Parks 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 upon completion of the Eoff Family Century Farm Park-North parcel design project.

6. Renewals. The term of this Contract may be extended three 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 **\$70,000.00**

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 and no/100 Dollars (\$3,000,000.00) 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 Work
- c.** Exhibit B- Fee Schedule

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.

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:

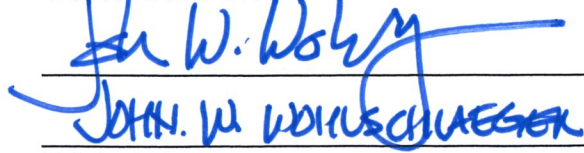
Nick Woodman, City Attorney

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



JOHN. W. WOLSCHUEGGER

Printed Name

PARTNER EWT DESIGN

Title

Date: July 6, 2022

ATTEST:



TED H. SPAID

Printed Name

PARTNER EWT DESIGN

Title

SCOPE OF WORK

Below is a proposed project scope from the SWT Design Team for completing the Eoff Family Century Farm Park North Design Services as defined in the Request for Qualifications. This scope of work includes anticipated meetings and engagement events.

OVERVIEW

The scope of work identified below outlines work to be performed by SWT Team. Extents of work will include programming/conceptual design and connectivity for both north and south park properties. Full master planning, design documents, bidding, and construction phase services will focus on the 52-acre north parcel.

We propose separating the scope of work into two tasks:

- The first task will focus on the development of a refined master plan for the north parcel. The deliverables for the north parcel will include a rendered graphic plan, concept images, costing, and priorities/budgets for phased implementation.
- The second task will focus on the design documents, permitting, bidding, and construction phase services for a selected implementation phase(s) of the master plan.

Services to be performed by SWT Team in each task include:

TASK I – NORTH PROPERTY MASTER PLANNING

PHASE 1: SITE ANALYSIS AND PROGRAM CONFIRMATION (EIGHT WEEKS)

Phase 1 will focus on developing a working understanding of the site and factors that may impact the final design, approval, and/or implementation of the park master plan, and confirming the program for the north property development. This phase will establish the foundation for the master plan process, working understanding of the entire +/-105-acre park properties, and initiate engagement with the core Parks and Recreation Department planning team, hereinafter referred to as Client.

Key meetings in this phase include project kick-off workshop and site walk, Client Meetings 01 and 02, and utility/agency introductions.

A. Project Kick-Off Workshop (Client Meeting 01)

- A1 - Kickoff Meeting discussion items to include:
 - Introduction of team members from SWT Team and City of Nixa.
 - Identify decision making process and team member roles and responsibilities.
 - Review of Client expectations for the final master plan deliverables and what deliverables will be of the most value to the Client.
 - Discussion of goals for the identity of this park and desired amenities.
 - Discussion of surrounding context, conditions, and plans that could impact the park.
 - Discussion of budget expectations for development of the park.
 - Confirm Community Engagement plan with Client.
 - Coordinate client provided base information and documentation.
 - Establish project schedule with key meetings and milestones.

- A2 - Property Walk to include:
 - Inventory and evaluation of existing property conditions.
 - Tour existing house and barn to evaluate existing condition.
 - Review items discussed in kickoff meeting.
 - Discuss physical site opportunities and challenges.
 - Review connectivity between north and south parcels.

B. Base Mapping (alternative to site topo and boundary survey) – North and South

- SWT Team, with assistance from City of Nixa, will prepare a primary base map to be used as a foundation of all inventory and analysis mapping and design graphics in future phases of this master plan process. This map will be prepared based on the following documentation:
 - Available aerial photography
 - Available USGS contours (or other source)
 - Surrounding property information
 - Roadway and right-of-way mapping
- SWT Team will share a preliminary version of the base map with Client to confirm extents and graphic representation is sufficient for use in this master planning effort.

C. Desktop Infrastructure and Access Assessment – North and South

- SWT Team will research existing infrastructure (on-site and off-site) to identify the extent of services and impact on future park development. These elements are anticipated to include:
 - Electrical services and easements / Existing overhead powerlines and easement.
 - Water service and easements.
 - Storm and Sanitary Sewer service and easements.
 - Natural Gas service and easements.
 - General easements and development restrictions.
 - Off-site factors and impacts on park property.
- SWT Team will prepare a preliminary/desktop traffic study of Highway AA relevant to site access for the north and south properties. (Full traffic study not in this scope of work)
- SWT Team will initiate review agency engagement and preliminary discussions to identify points of contact, critical path efforts, and anticipated timelines.

D. Environmental Assessment – North

- SWT Team will evaluate existing conditions and potential impact of development on these conditions. Areas of review include, but are not limited to:
 - Slope / Drainage
 - Vegetation / Tree Canopy
 - Soils (from USDA/USGS Soils Mapping)
 - James River – bank conditions and water quality (water quality testing not in scope)
- If further studies are determined necessary, they will be performed as a component of design implementation or as an additional service to this scoped of work.

E. Architectural Structures Assessment – North

- SWT Team will document existing conditions of farmhouse and barn
- SWT Team will evaluate conditions and feasibility for redevelopment
 - Visual Structural Conditions Assessment (no structural engineer review)
 - ADA accessibility assessment

- SWT Team to prepare assessment findings summarizing existing conditions and anticipated requirements to renovate and repurpose the structures.

F. Analysis and Opportunities Documentation – North (includes South utilities and roadway access)

- SWT will prepare a series of inventory and analysis diagrams conveying findings from previous tasks and assessment of natural and built conditions of the park properties and surrounding context. These diagrams will begin to identify opportunities and constraints for development. The diagrams may include, but are subject to change:
 - Existing topography and site drainage (site and adjacent)
 - Environmental Review
 - Vegetation Cover
 - Floodplain
 - Soils (from USDA/USGS Soils Mapping)
 - Utilities (existing on-site and off-site connections)
 - Traffic and Access
 - Existing Trails Plan

G. Park Program Assessment – North

- SWT Team will create preliminary program diagram for the park based on findings from the 2021 Parks Master Plan, Kickoff Workshop discussion, and findings from previous tasks. Program will focus on:
 - Amenities – active and passive
 - Infrastructure – utilities, circulation, site access, etc.
 - Identity / visitor experience
 - Landscape and James River engagement (visual and/or physical)
 - Options for reuse of existing home and barn

H. Park Site Analysis Review and Program Confirmation (Client Meeting 02 - *Virtua*)

- Following development of the preliminary program diagram, SWT Team will meet with Client to review and discuss the site analysis and park programming. Discussion will include:
 - Presentation of site and analysis findings
 - Presentation of the existing building assessments
 - Discussion of opportunities and constraints
 - Identification of key factors for further exploration and consideration
 - 2021 Master Plan and Kickoff Meeting input
 - Review of preliminary program package
 - Identification of priority program items for the park
 - Discuss identity and character for the park

I. Site Analysis and Program Summary Document

- Following Client Meeting 02 SWT will prepare a summary package for submittal to the Client. This package will include documents and meeting notes created in this phase of the master plan process. Following review by Client this summary document will serve as a foundation for Phase 2 scope of work.
- Summary document is anticipated to include:
 - Kickoff Meeting and Site Walk Notes
 - Base Map/Survey (north only)

- Architectural assessment Reports – House and Barn
- Analysis and Opportunities Diagrams
- Park Program Summary
- Client Meeting 02 Meeting Notes

Meetings of Phase 1:

- Six (6) meetings (*one in-person and five virtual*):
 - Kick-off meeting and Site Walk: Client Meeting 01 (1 total)
 - Client Meeting 02 - Virtual (1 total)
 - Bi-weekly Coordination Meetings: Virtual (4 total)

PHASE 2: MASTER PLAN DEVELOPMENT (10-12 WEEKS)

This final phase of the master plan process includes development of concept designs, design consensus, final master plan, and a clear plan for implementation.

This phase is divided into three stages. Each stage includes a focused deliverable that advances a refined final master plan vision. These stages include: Concept Alternatives (A-C), Preferred Design (D-G), and Final Master Plan (H-K).

Key meetings include Community Input Meetings 01- 02, Client Meetings 03-05, and a City Council Presentation.

A. Design Alternatives - North

- SWT Team will prepare up to three (3) design alternatives for the development of the north property with future entry alignments to the south property. These alternatives will include program amenities identified in Phase 1 of the planning process and each alternative will consider variations on visitor experience, identity, and potential uses for the house and/or barn.
- Design alternatives will be developed as bubble diagrams that reflect the size, location, and relationship of the program element to the site and one another. Concept images will be included with the design alternatives to convey the aesthetic or visitor experiences create by program items and the overall park design.

B. Client Meeting 03 – Schematic Design Alternatives Workshop

- SWT Team will meet with Client and present the schematic design alternatives.
- Client and SWT Team will evaluate schematics design alternatives to identify preferred components of one or multiple concepts. Consolidation of the concept(s) will be discussed, and one concept will be refined to present to the community for input.

C. Community Input Meeting 01 – Schematic Design Review

- This community engagement meeting will be a formal presentation. Anticipated agenda for this workshop includes:
 - Update on the planning process schedule and goals for this workshop.
 - Review the evaluation criteria identified with the Client.
- SWT Team will present the Client preferred alternative (Task 2B) and obtain community input on this single design.
- Schematic Design plan overview and Workshop feedback summary will be integrated into an online survey for expanded input by the community unable to attend workshop meeting.

D. Preferred Concept Consolidation - North

- Following a period for online community input, SWT Team will meet with Client to confirm revisions and consolidation of a final alternative based on input from Task 2B and 2C for the overall park property.
- SWT Team will make the agreed upon revisions for a preferred concept plan and submit to Client with narrative summary as a vision for the full park development.

E. Final Master Plan Concept – North

- SWT Team will prepare a more detailed master plan design for the north property based on the agreed upon the consolidated concept. This plan will include representative graphics for overall park elements including, but not limited to:
 - Amenities – active and passive
 - Park Entries, Roadways, and Parking
 - Walks, Trails, and Pedestrian Park Access
 - Roadway and Trail alignments connecting the North and South properties
 - Landscape Enhancements
 - Shelters, Restrooms, and additional park facilities
 - Footprints for reuse of existing home and barn

F. Order-of-Magnitude Cost Opinion

- SWT Team will prepare an order-of-magnitude cost opinion for the Final Master Plan Concept to schematic level anticipated construction costs for the north property.
- SWT Team will identify operational and maintenance considerations with program amenities.

G. Client Meeting 04 – Final Master Plan Concept Review (*Virtual*)

- SWT Team will present the master plan concept and order of magnitude cost opinion to the Client for review and confirmation. Revisions will be made, and this approved design will become the basis for agency coordination and final design coordination.

H. Implementation Action Plan

- Based on Client Meeting 05, the SWT Team will develop an Action Plan for implementation of the north property master plan. This Action Plan will include:
 - Implementation priorities
 - Proposed phasing and budgets
 - Responsibilities and partners
 - Priority items for design phase

I. Client Meeting 05– Action Plan Confirmation (*in person earlier in day of City Council Presentation*)

- SWT Team will meet with Client to review the overall master plan package including the graphic plan and action plan.
- Confirm with Client priorities for implementation, phasing, and budgeting with a focus on a Phase One implementation scope and budget.
- SWT Team will revise documents as agreed to with Client.

J. Community Input Meeting 02 / City Council Presentation

- SWT Team will present the final plan to the Nixa City Council. This presentation will include:
 - Master Plan Process
 - Final Master Plan Graphic
 - Final Cost Opinion
 - Final Action Plan with Recommended Phase One Implementation

K. Final Master Plan Document and Deliverable

- SWT Team will update document as agreed upon with Client following City Council presentation.
- SWT will prepare final master plan document consisting of:
 - Final master plan graphic
 - Inspiration images to support plan graphic
 - Narrative overview of plan and amenities
 - Master plan cost opinion
 - Action Plan – phasing/budgets, priorities, responsibilities, and timeline
 - Phase One Implementation Scope of Work
 - Appendix with previous phases deliverable documents
- SWT will provide one digital copy and one (1) bound hardcopy to City of Nixa Parks and Recreation Department as final project deliverable.

Meetings of Phase 2:

- Twelve (11) meetings (**four in-person* and seven virtual**):
 - Community Input Meetings – 01 and 02 (02 in combination with City Council)*
 - Client Meetings – 03, 04, and 05 (three total – two in-person and one virtual)*
 - City Council Presentation (one total)*
 - Bi-weekly Coordination Meetings - Virtual (five total)
- * Community Input Meeting 02 and City Council Presentation are same meeting. Client Meeting 05 is anticipated to be in-person the afternoon this same day.*

TASK II – PHASE ONE IMPLEMENTATION DESIGN SERVICES

Task II scope and fee will be determined based on the final master plan design and identified implementation elements and budget. Below are the anticipated tasks that will create this scope of work.

Phase 1 – Further Natural Resource Services / Phase One Environmental Assessment

Phase 2 – Geotechnical Services

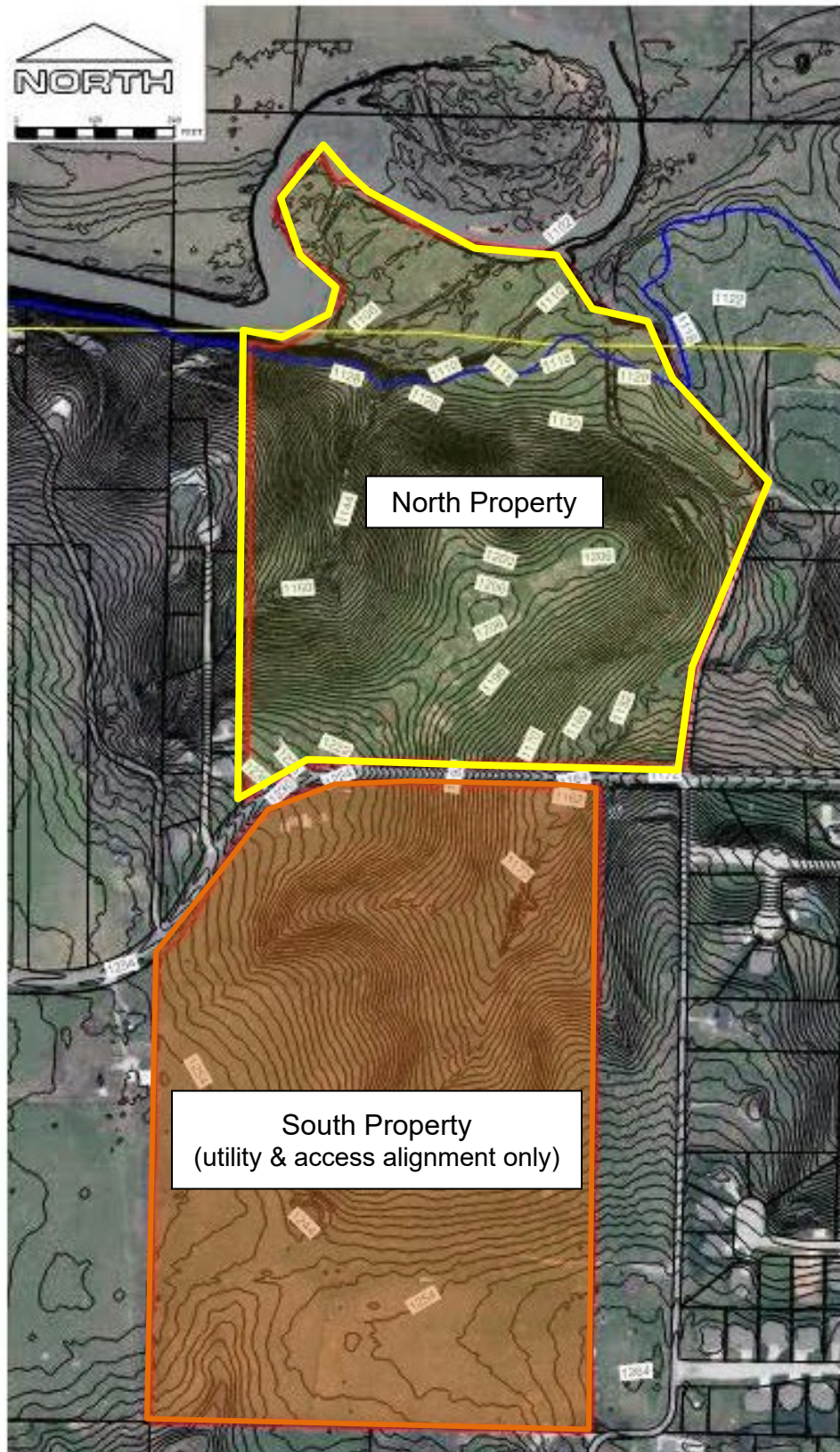
Phase 3 – Schematic Design

Phase 4 – Design Development

Phase 5 – Construction Documents

Phase 6 – Bidding and Construction Related Services

PROJECT AREA



COMPENSATION

3.1 COMPENSATION: SCOPE OF WORK

3.1.1 Compensation for SWT's services performed as outlined in Attachment "A" Scope of Work will be on a lump-sum basis totaling \$69,750.00. The project will be billed out as a percentage of completion per phase as follows:

Task I – Master Planning

- | | |
|---|-------------|
| • Phase 1: Site Analysis and Program Confirmation | \$24,415.00 |
| • Phase 2: Master Plan Development | \$45,335.00 |

Task II – Phase One Implementation Design Services

TBD

3.1.2 Reimbursable Expenses are expenditures as made by SWT, its employees, and consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to the following:

- Travel expenses (local and long distance) in connection with the Project; living expenses in connection with out-of-town travel; Personal car mileage will be billed at the prevailing rate established by the IRS.
- Costs of reproductions, postage and handling of documents, messenger and overnight delivery services;
- Overtime-related employee expenses (If authorized in advance by the Client)
- Costs of renderings, photographs, models, and mock-ups requested by the Client;
- Expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client;
- Services of professional consultants which cannot be quantified at the time of contracting; and
- Fees paid for securing approval or permitting from authorities having jurisdiction over the Project and production and delivery of any documentation requested by the authorities.
- All taxes levied on professional services and on reimbursable expenses.
- Other, similar direct Project-related expenditures.

Reimbursable expenses shall not exceed \$2,250.00 without mutual agreement between the Client and SWT.

3.2 COMPENSATION: ADDITIONAL SERVICES

Services not included in Attachment "A" Scope of Work will be billed on an hourly basis at the following rates:

SWT Design Rates		CMT Rates		IDeA Rates	
Partner	\$190.00	Project Manager	\$180.00	Principal Architect / Designer	\$150.00
Sr. Associate I	\$150.00	Sr. Structural Engineer II	\$175.00	Project Architect/ Manager	\$120.00
Sr. Associate I	\$150.00	Sr. Technician II	\$145.00	Intern Architect	\$100.00
Sr. Associate II	\$135.00	Aerial Mapping Specialist	\$135.00	CAD Tech	\$ 90.00
Associate	\$110.00	Sr. Engineer I	\$145.00	Administrative	\$ 50.00
Designer	\$ 95.00	Land Surveyor	\$145.00		
Staff I	\$ 85.00	Technical Manager II	\$120.00		
Staff II	\$ 80.00	Environmental Scientist III	\$120.00		
Staff III	\$ 65.00	Sr. Technician I	\$115.00		
Administrative	\$ 70.00	Engineer I	\$125.00		
		Environmental Scientist I	\$125.00		
		Technician I	\$ 90.00		

Note: These hourly rates are 2022 rates and may be subject to change with notification of Client.

3.3 SUPPLEMENTAL SERVICES

Any Supplemental Services not included in Section 3.3 Scope of Work may be provided after execution of this Agreement, without invalidating the Agreement. Any Supplemental Services provided in accordance with this Section shall entitle SWT to compensation and an appropriate adjustment to the schedule.

Below is a general list, not all inclusive, of Supplemental Services NOT included within this Scope of Work:

- Design Services beyond Master Planning
- Water Quality Testing
- 3-Dimensional Models
- Photo-realistic Perspective Renderings
- Market/Economic Analysis
- Traffic Studies
- Soils/Geotechnical investigation
- Cultural/Natural Resource Studies
- Structural engineering analysis / design
- Detailed Cost Estimating & Analysis
- Permits / Agency Coordination
- Meetings other than those identified