



**Issue:** Budget Amendment- Pool Leak Repair- Engineering

**Date:** September 20, 2023

**Submitted By:** Matt Crouse, Director of Parks and Recreation

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### Background

With the pool closed for the 2023 aquatic season due to a major leak it was determined that replacing the entire recirculation system of the pool would be the most efficient repair to ensure the pool is open for many more years to come. Due to the size and magnitude of this project engineering would be necessary to outline the best way to design and complete the project without causing further damage to the pool basin. An RFQ was produced to complete the necessary repair and look at possible ways to improve and add new amenities to the pool area at the time of repair.

### Analysis

The RFQ was created and sent to 9 different companies that have experience with pool design and repairs such as ours. We received 3 total responses to our RFQ, those companies include: Waters Edge, Lamp Rynearson, and Westport Pools. These three respondent's proposals were then scored based on interest and relevant experience, availability, background and training, and references. Waters Edge scored the highest after reviewing their individual proposals. References were also contacted and in all cases Waters Edge received high recommendations from facilities they have worked with. Staff began working with Waters Edge to contract them, finalize a scope of work and fee proposal to develop the best plan to repair and update our aquatics area. The fee for their services will be \$69,500 which is within budget.

### Recommendation

It is staff's recommendation to approve this resolution for the city administrator to sign the contract with Waters Edge for the engineering of the pool recirculation system repair and scope of work for the Nixa Aquatics Center. Once Waters Edge completes the engineering, they will be able to give a probable cost for the actual repair construction and we will be able to bid out the physical repairs and upgrades.

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. 2023-50**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH WATERS EDGE AQUATIC**  
3 **DESIGN FOR ENGINEERING SERVICES RELATED TO THE NIXA AQUATICS**  
4 **CENTER.**

5 \_\_\_\_\_  
6  
7 **WHEREAS** City staff have solicited qualifications for engineering services related  
8 to the Nixa Aquatics Center (“Project”); and  
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10 **WHEREAS** at the conclusion of the solicitation process, City staff determined that  
11 Waters Edge Aquatic Design (“Contractor”), submitted the best qualification for the  
12 Project; and  
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14 **WHEREAS** City Council desires to award the Contract for the Project to the  
15 Contractor and to authorize the City Administrator to execute the Contract attached hereto  
16 as “Resolution Exhibit A.”  
17

18 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
19 **NIXA, AS FOLLOWS, THAT:**  
20

21 **SECTION 1:** City Council hereby accepts the bid of the Contractor for the Project  
22 at the price and sum of \$69,500.00. The City Administrator, or designee, is hereby  
23 authorized to enter into a contract with the Contractor. Said contract to be in substantially  
24 similar form as the document attached hereto, and incorporated herein by this reference,  
25 as “Resolution Exhibit A.”  
26

27 **SECTION 2:** The City Administrator and the officers of the City are hereby  
28 authorized to do all things necessary or convenient to carry out the terms and intent of  
29 this Resolution.  
30

31 **SECTION 3:** This Resolution shall be in full force and effect from and after its final  
32 passage by the City Council and after its approval by the Mayor, subject to the provisions  
33 of section 3.11(g) of the City Charter.  
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36 **[Remainder of page intentionally left blank. Signatures follow on next page.]**  
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**RESOLUTION NO. 2023-50**

47 **ADOPTED BY THE COUNCIL THIS 25<sup>th</sup> DAY OF September, 2023.**

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ATTEST:

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52 \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

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55 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

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ATTEST:

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60 \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

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63 APPROVED AS TO FORM:

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66 \_\_\_\_\_  
CITY ATTORNEY

# RESOLUTION EXHIBIT A

<b>ROUTE ORDER:</b> 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.		
<b>EFFECTIVE DATE:</b>	<b>TERMINATION DATE:</b>	<b>CONTRACT NUMBER:</b>
<b>(X) NEW CONTRACT      ( ) ADDENDUM NO. __</b>		
<b>CITY</b>		<b>CONTRACTOR</b>
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Email: mcrouse@nixa.com Attn: Matt Crouse                      Dept: Parks		Name: Waters Edge Address: 1153 Southwest Blvd, Ste 202 Kansas City, MO 66103 Phone: 913-438-4338 Email: kmccawley@wedesignpools.com Attn: Kyle McCawley

## CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

**THIS PROFESSIONAL ENGINEERING 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-037-2023/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. 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.

**2. Payment.**

**2.1. 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 provisions 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 which shall include an acknowledgement signed 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.

**2.2. 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 **(\$69,500.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor.

**2.3. Final Payment.** Final Payment shall only occur when the Contractor has completed all work required under the terms of this Contract and such work was completed in compliance with this Contract. The acceptance of Final Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

**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 and Renewals.**

**5.1.** This Contract shall terminate on May 31, 2024.

**5.2.** The term of this Contract may be extended by mutual agreement of the parties beyond the original term, for a fixed term of no more than one year per extension, provided that:

**5.2.1.** The terms of the extension are in writing;

**5.2.2.** The extension is executed by the Contractor and City; and

**5.2.3.** City funds are appropriated for such purpose.

## **6. Termination.**

**6.1. 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.

**6.2. 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.

**6.3. 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.

**6.4. 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.

**7. 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.

**8. 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.

**9. 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 or the provisions of Nixa City Charter Section 13.1.

**10. 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.

**11. 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.

**11.1.** 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.

**11.2.** 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.

**12. 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.

**13. 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 provided to the City within 10 days of execution of this Contract. 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.

The required minimum coverage for the insurance referred to herein shall be as set out below:

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

**13.2. 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 \$3,258,368.00 for all claims arising out of a single accident or occurrence and at least \$488,755.00 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.

**13.3. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at \$3,258,368.00 for all claims arising out of a single accident or occurrence and at least \$488,755.00 with respect to injuries and/or death of any one person in a single accident or occurrence.

**13.4. 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.

**13.5. 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.

**13.6. 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.

**14. 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.

**15. 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.

**16. Liability and Indemnity.**

**16.1.** 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.

**16.2.** 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.

**16.3.** 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.

**16.4.** 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.

**16.5.** 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.

**16.6.** 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.

**16.7.** 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.

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

This Contract  
Exhibit A-Scope of Work  
Exhibit B- Rate Sheet

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. In the event of a conflict between terms, the terms of this Contract shall control over the terms of the exhibits.

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

**18.1.** 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.

**18.2.** 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

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

**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**

\_\_\_\_\_  
*Kyle A. McCawley*

Kyle A. McCawley, P.E.

\_\_\_\_\_  
Printed Name

Senior Project Manager

\_\_\_\_\_  
Title

Date: September 20, 2023

**ATTEST:**

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

### **Pool Repair Scope of Work:**

**Issue:** A major leak has been found on the recirculation piping of the Nixa Aquatics Center. The City of Nixa would like to replace the 21-year-old ductal iron piping to ensure the leak is fixed and no additional leaks occur.

The work will include but shall not be limited to:

- Evaluate current pool schematic plans to determine best way to excavate and replace entire recirculation piping, water feature piping, and slide piping including:
  - o Provide engineering documents necessary for a construction company to complete project.
  - o Related scope of work documents for the excavation, removal, and replacement of the Nixa Aquatics Center pool recirculation system and water inlets, underground slide piping, and underground water feature piping for a competitive bid process. Also update the filtration room piping, filters, etc. to “like new” (i.e. re-media filters, pipe replacements, update flow meters, etc.) operation.
  - o Provide all technical specifications needed to replace pool piping with weldable PVC piping or best related plastic piping for pool longevity.
  - o Provide Filtration room renovations to update piping and filters to “like new” state.
  
- Evaluate/Explore the feasibility of adding the additional features as a part of the project while undergoing construction:
  - o Drop Slide in the diving well area. Piping exists, however that is all. Provide probably costs and construction plans, etc. if the city chooses to implement.
  - o Replace our current bucket tower spray feature with a new feature/amenity.
  - o Concrete the entire pool deck area to provide more space for patrons.
  - o Add Solar shade structures with electronic charging stations.

Overall Project goal is to update the 21-year-old pool by replace all piping, update pump/filter room so that the pool is ready for another 20+ years of operation keeping the same pool basin and layout, but updating all the piping and behind the scene mechanicals of the pool before the 2024 pool season.



September 20, 2023

Matt Crouse  
Director of Parks and Recreation  
City of Nixa  
Via Email Proposal

Re: Scope of Service and Fee Proposal for the Nixa Aquatic Center Repairs

Dear Mr. Crouse:

Thank you for selecting Waters Edge Aquatic Design for the Nixa Aquatic Center repair project. We have put together the following scope of work for the project based on our understanding of the posted Request For Qualification and conversations with you.

The purpose of the project is to assess and understand physical conditions at the facility, and to identify recommended improvements and associated costs that will allow the facility to continue to operate for years to come. The focus is on the existing Nixa Aquatic Center and not on significant modification, upgrades or replacement.

#### **PROPOSED SCOPE OF WORK**

##### Phase 1 – Evaluation Services

- Evaluate Nixa Aquatic Center swimming pool to understand conditions, including:
  - Pool structure
  - Filter building
  - Pool deck, fence, and deck equipment
  - Pool water treatment systems
  - Pool site
  - Any additional support facilities and other site elements
- Develop magnitudes of costs for repairs based on keeping the existing swimming pool operable and with the existing character.
- Develop recommendations and priorities for improvements.
  - Develop and propose concept design alternatives, with alternatives focused on meeting the needs
  - Develop probable construction costs and operational estimates for alternatives
  - Develop the preferred concept design alternative and corresponding costs including land development costs
- Final report

##### Phase 2 – Final Design/Construction Documents

- Prepare final engineering design, construction documents, bidding documents, specifications and drawings indicating scope, extent, and character of the work to be performed and furnished by Contractor.
- Provide design data to be used in filing applications for permits
- Prepare and furnish Final Construction Documents for review and approval
- Provide an updated opinion of probable costs



Phase 3 - Bidding

- Assist in advertising for qualified contractors to submit bids
- Issue Addenda as appropriate to clarify, correct, or change Bidding Documents
- Assist in evaluating proposals
- Consult on the acceptability of subcontractors, supplies, and other entities

Phase 4 – Construction Administration

- Act as city representative to contractor
- Visit site and observe construction
- Recommend to disapprove or reject any work that does not conform to design standards
- Issue necessary clarifications and interpretations of the Contract Documents
- Recommend change orders as appropriate
- Review and take appropriate action on submittals
- Review Applications of Payment
- Receive and review operating instructions
- Conduct a site visit when notified of Substantial Completion
- Provide assistance in connection with testing and adjusting equipment
- Assist in training staff to operate and maintain equipment
- Visit the site with city representative to observe any defects in the work

Anticipated Schedule

- Phase 1..... September 2023
- Phase 2..... September 2023-October 2023
- Phase 3..... October 2023-November 2023
- Phase 4..... November 2023 – May 2024

A breakdown of our proposed fees are as follows:

- Phase 1..... \$12,500
- Phase 2..... \$33,000
- Phase 3..... \$4,500
- Phase 4..... \$19,500
- **Subtotal..... \$69,500**

Thank you again for this opportunity. If you have any questions or would like to talk about the proposal or project, please feel free to contact me.

Sincerely,

Kyle McCawley, P.E.

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