

RE: NATIONAL VALUATION SERVICES FOR OLD WILDERNESS SIDEWALK AND CHERRY ST. STORMWATER EASEMENTS AND RIGHT OF WAY.

RESOLUTION #2024-55

Background:

With most construction projects, it is necessary to acquire right of way & easements to accommodate the improvements and to provide a corridor for utilities. The Street Department staff is currently working on two projects that require these: the Cherry St. Stormwater project and the Old Wilderness Sidewalk Project.

The Cherry St. Stormwater multi-phase project started in 2021. This watershed area, extending from North St. to Rice St, encompasses an older area of town that currently has an inadequate stormwater system. This final phase (Phase 3) of the project will allow for improvements such as larger piping and additional inlet boxes from S. Becky Cir. to the project limits at North St.

To offer additional pedestrian connectivity, staff have been directed to provide a new sidewalk from 14 Highway to the Cox facility on Old Wilderness Rd. This connection will provide continuous pedestrian accommodations from 14 Highway to the crosswalk intersection of Highway 160 & Northview.

Analysis:

To provide fair compensation for the necessary right of way and easements needed for these projects, an appraisal company is required. National Valuation Services, an approved vendor that has been utilized in the past, has agreed to provide this service.

The Cherry St Stormwater project has eleven properties to be appraised. National Valuation has agreed to provide these appraisals for a Not to Exceed amount of \$13,200.00

The Old Wilderness sidewalk project also has eleven properties that will be affected. The Not to Exceed proposal for this projects appraisal is \$10,725.00.

Recommendation:

It is staff's recommendation to enter into a contract with National Valuation Services so that fair market values can be determined for compensation to the affected property owners.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2024-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE TWO CONTRACTS WITH NATIONAL VALUATION SERVICES OF SPRINGFIELD, INC., WITH AMOUNTS NOT TO EXCEED OF \$15,000.00, FOR APPRAISAL SERVICES.

WHEREAS the City is engaged in two construction projects; and

WHEREAS these projects are the Cherry Street Stormwater Improvement Project and the Old Wilderness Sidewalk Improvement Project; and

WHEREAS both Projects will require the acquisition of additional easements to complete the Projects; and

WHEREAS it is necessary for the City to secure the services of an appraisal; and

WHEREAS City staff desire to contract with National Valuation Services of Springfield, Inc., to provide appraisal services for these Projects; and

WHEREAS City Council desires to authorize the City Administrator to execute the Contracts attached hereto as "Resolution Exhibit A" and "Resolution Exhibit B."

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

SECTION 1: The City Council hereby authorizes the City Administrator, or designee, to execute two contracts for appraisal services with National Valuation Services of Springfield, Inc. Said contracts shall be in substantially similar form as the documents attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A" and "Resolution Exhibit B."

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. 2024-55

ADOPTED BY THE COUNCIL THIS 22nd DAY OF OCTOBER 2024.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2024.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EFFECTIVE DATE:		TERMINATION DATE:		CONTRACT NUMBER:	
[X] NEW CONTRACT			[] ADDENDUM NUMBER:		
CITY			SERVICE PROVIDER		
Name:	City of Nixa, Missouri		Name:	National Valuation Services of Springfield, Inc.	
Address:	715 W. Mt. Vernon St. PO Box 395 Nixa, MO 65714		Address:	1711 E. Republic Road, Springfield, MO 65804	
Phone:	417.725.3785		Phone:	417.889.4005	
Email:	jroussell@nixa.com		Email:	Nationalvaluation4005@gmail.com	
Attn:	Jeff Roussell, Street Superintendent		Attn:	David Mathewson	

PROFESSIONAL SERVICES CONTRACT FOR APPRAISAL SERVICES FOR CERTAIN RIGHT OF WAY AND EASEMENTS

THIS PROFESSIONAL SERVICES CONTRACT FOR APPRAISAL SERVICES FOR CERTAIN RIGHT OF WAY AND EASEMENTS ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and National Valuation Services of Springfield, Inc., a Missouri Corporation ("Service Provider").

WHEREAS the City desires to engage Service Provider to perform certain services under the terms and conditions of this Contract; and

WHEREAS the Service Provider desires to perform the Services described herein 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 Service Provider as follows:

1. Services. The Service Provider agrees to perform and undertake the Services described herein. The Service Provider shall perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Service Provider's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services"). Service Provider shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Service Provider'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 Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Service Provider 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 Service Provider.

3. Payment.

3.1. Progress Payments. Provided that Service Provider performs the Services in the manner set forth herein, the City shall pay the Service Provider in accordance with the provisions set forth in Exhibit A, which shall constitute full and complete compensation for the Service Provider's work. 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 the work provided by the

Service Provider for the period covered by the requisition. Such requisition shall include an acknowledgement signed by both the City and the Service Provider that the Service Provider has fully performed the work to be paid for in such progress payments in conformance with the Contract. If applicable, the City shall provide notice to the Service Provider of any payment amount withheld and the reason for such withheld payment. The acceptance of any payment under this Contract expressly constitutes a release of the City by the Service Provider and its subcontractors from any and all claims which were made or could have been made by the Service Provider and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.2. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless Service Provider's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Service Provider shall operate as approval of acceptance of all work completed by Service Provider prior to the date of payment.

3.3. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation to be paid to the Service Provider under the terms of this Contract exceed the sum of **\$15,000.00** unless specifically and mutually agreed to in writing by both the City and the Service Provider.

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

5. Personnel. The Service Provider represents that Service Provider shall secure at Service Provider's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Service Provider or under Service Provider'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 Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term.

6.1. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion of the Services (the "Term"), unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Service Provider to fulfill Service Provider'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 Service Provider. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

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

7.3. 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.

7.4. 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 Service Provider related to this Contract shall be provided to the City and shall become the property of the City, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider 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 Service Provider.

8. 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 Service Provider 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.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Service Provider under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Service Provider without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Service Provider 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.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Service Provider 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 Service Provider 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.

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

12.2. This Service Provider 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.

13. Occupational License. The Service Provider 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 Service Provider.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Service Provider, Service Provider shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Service Provider's sole cost and expense, at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability covering insuring the activities of Service Provider under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Commercial Automobile Liability with limits no less than \$1,000,000.00 per occurrence; and

14.1.4. Errors and Omissions/Professional Liability Insurance with limits no less than \$505,520.00 per occurrence and \$2,000,000.00 in the aggregate.

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than B+ Rating;

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this Paragraph 14;

14.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

14.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

14.2.5. Name the City and its officials, employees, and agents, as additional insured; and

14.2.6. Not be met by the use of a single limit policy.

14.3. Service Provider shall provide City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Service Provider to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Service Provider for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Service Provider shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. 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 or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. 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.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

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

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider 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 Service Provider shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider 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 Service Provider and the City, and the City shall not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. In no event shall the City be liable to the Service Provider 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 Service Provider under this contract.

17.2. The Service Provider 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 Service Provider 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 Service Provider, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

17.3. The Service Provider 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.

17.4. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, 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.

17.5. 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.

17.6. Service Provider affirms that it has had the opportunity to recover the costs of the liability

insurance required in this Contract in its contract price. Service Provider'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 Service Provider under this Contract.

17.7. The Service Provider 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.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

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

18.1.1. This Contract; and

18.1.2. Scope of Services (Exhibit A).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. 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.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident/Foreign Service Providers. The Service Provider shall procure and maintain during the life of this Contract:

19.1. If the Service Provider 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.

19.2. 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.

20. Notices.

20.1. 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 Service Provider at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: jroussell@nixa.com
Attn: Jeff Roussell, Street Superintendent
Dept: Public Works

To Service Provider:

Name: National Valuation Services of Springfield, Inc.
Address: 1711 E. Republic Road, Springfield, MO 65804
Phone: 417.889.4005
Email: Nationalvaluation4005@gmail.com
Attn: David Mathewson

20.2. 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.

20.3. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Service Provider 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. Service Provider shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Service Provider shall make appropriate adjustments if discrepancies are found. The City shall have the right to audit the Service Provider's records pertaining to the Services for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

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

23. City Benefits. The Service Provider 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.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only

in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

28. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

29. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

30. Affidavit for Contracts Over \$5,000.00. Pursuant to sections 285.525 through 285.550 RSMo., if this contract exceeds the amount of \$5,000.00 and Service Provider is associated with a business entity, Service Provider 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, Service Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

CITY

SERVICE PROVIDER

Jimmy Liles, City Administrator

Authorized Singer

Date: _____

Date: _____

ATTEST:

Printed Name

Rebekka Coffey, City Clerk

Title

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

SERVICE PROVIDER VERIFICATION

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 20____, before me personally appeared _____, for _____, known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.

EXHIBIT A
SCOPE OF SERVICES

Owner	Address	Parcel #
Laurin Construction, LLC	111 N Old wilderness Rd, Nixa	10-0.6-14-001-008-015.000
Zechariah & Amanda Keenan	201 N Old Wilderness Rd, Nixa	10-0.6-14-001-008-016.000
Robert & Janice Mann	205 N Old Wilderness Rd, Nixa	10-0.6-14-001-008-017.000
Douglas & Judy Forgey	107 N Old Wilderness Rd, Nixa	10-0.6-14-001-008-013.000
Patrick Mitchell & Sara Nelson	109 N Old Wilderness Rd, Nixa	10-0.6-14-001-008-014.000
CT Assets LLC	103 N Old Wilderness Rd, Nixa	10-0.5-22-004-002-103.000
Old Wilderness Harris, LLC	207 Old Wilderness Rd, Nixa	10-0.6-14-001-008-018.000
Alonzo & Caroline Clark	105 Old Wilderness Rd, Nixa	10-0.6-14-001-008-012.000
Lloyd & Mona Yvonne Moore	311 Old Wilderness Rd, Nixa	10-0.6-14-001-008-001.004
Wasson Family Limited Partnership	407 Old Wilderness Rd, Nixa	10-0.6-01-001-005-001.000
Henry Stubbs & Patsy Briggs	309 N Old Wilderness Rd, Nixa	10-0.6-14-001-008-001.003

Service Provider's shall prepare eleven (11) Appraisal Reports for market value for Right of Way and Easements for the above referenced properties. The market value will apply as of the date of inspection. The purpose is to assist the City of Nixa with Right of Way and Easements acquisition. The appraisals will estimate market value as defined in the minimum appraisal standards set forth by Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (known as FIRREA). The appraisal reports will be completed to conform to the specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP).

Service Provider's certification will include a statement that all analyses, opinions, and conclusions are developed, and the reports are prepared in conformity with the USPAP. The acceptance of the reports by the City will be subject to the City's review for compliance with these minimum standards, utilization of acceptable appraisal methods, and adequacy of support for the estimated value.

Service Provider will be completing the reports for the exclusive use by the City. The content, purpose, and value estimate will not be revealed by Service Provider to anyone other than the City unless authorized to do so. Service Provider's with the City will be confidential, and the reports prepared for the City will not be discussed with anyone else by the Service Provider, unless prior authorization is granted.

The ownership, legal description, and other information provided to the Service Provider by the City, will be assumed to be correct. Service Provider will complete only a cursory title search for ownership and/or recorded restriction and easements. It is recommended if you have any question pertaining to ownership, easements, and restriction of title that a title search be completed.

It may be required of Service Provider to give testimony or to attend court proceedings, public hearings, or deposition resulting from the appraisal of the above properties. If the Service Provider, or any of its agents or employees are requested or subpoenaed to testify or appear anywhere, as a result or in connection with these reports, the City will pay Service Provider at the rate of \$800 per day and not less than a minimum fee of \$400, plus travel expenses, for appearance or testimony.

The fee to complete the appraisal reports is \$10,725.00. City shall half of the fee or \$5,362.50 at the time of engagement. The remaining balance of \$5,362.50 is due upon completion and delivery of the reports. The appraisal reports will be completed and delivered to the City within four weeks of execution of this Contract.

EFFECTIVE DATE:		TERMINATION DATE:		CONTRACT NUMBER:	
[X] NEW CONTRACT			[] ADDENDUM NUMBER:		
CITY			SERVICE PROVIDER		
Name:	City of Nixa, Missouri		Name:	National Valuation Services of Springfield, Inc.	
Address:	715 W. Mt. Vernon St. PO Box 395 Nixa, MO 65714		Address:	1711 E. Republic Road, Springfield, MO 65804	
Phone:	417.725.3785		Phone:	417.889.4005	
Email:	jroussell@nixa.com		Email:	Nationalvaluation4005@gmail.com	
Attn:	Jeff Roussell, Street Superintendent		Attn:	David Mathewson	

PROFESSIONAL SERVICES CONTRACT FOR APPRAISAL SERVICES FOR CERTAIN PERPETUAL STORMWATER DRAINAGE EASEMENTS

THIS PROFESSIONAL SERVICES CONTRACT FOR APPRAISAL SERVICES FOR CERTAIN PERPETUAL STORMWATER DRAINAGE EASEMENTS ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and National Valuation Services of Springfield, Inc., a Missouri Corporation ("Service Provider").

WHEREAS the City desires to engage Service Provider to perform certain services under the terms and conditions of this Contract; and

WHEREAS the Service Provider desires to perform the Services described herein 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 Service Provider as follows:

1. Services. The Service Provider agrees to perform and undertake the Services described herein. The Service Provider shall perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Service Provider's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services"). Service Provider shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Service Provider'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 Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Service Provider 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 Service Provider.

3. Payment.

3.1. Progress Payments. Provided that Service Provider performs the Services in the manner set forth herein, the City shall pay the Service Provider in accordance with the provisions set forth in Exhibit A, which shall constitute full and complete compensation for the Service Provider's work. 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 the work provided by the

Service Provider for the period covered by the requisition. Such requisition shall include an acknowledgement signed by both the City and the Service Provider that the Service Provider has fully performed the work to be paid for in such progress payments in conformance with the Contract. If applicable, the City shall provide notice to the Service Provider of any payment amount withheld and the reason for such withheld payment. The acceptance of any payment under this Contract expressly constitutes a release of the City by the Service Provider and its subcontractors from any and all claims which were made or could have been made by the Service Provider and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.2. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless Service Provider's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Service Provider shall operate as approval of acceptance of all work completed by Service Provider prior to the date of payment.

3.3. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation to be paid to the Service Provider under the terms of this Contract exceed the sum of **\$15,000.00** unless specifically and mutually agreed to in writing by both the City and the Service Provider.

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

5. Personnel. The Service Provider represents that Service Provider shall secure at Service Provider's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Service Provider or under Service Provider'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 Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term.

6.1. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion of the Services (the "Term"), unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Service Provider to fulfill Service Provider'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 Service Provider. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

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

7.3. 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.

7.4. 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 Service Provider related to this Contract shall be provided to the City and shall become the property of the City, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider 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 Service Provider.

8. 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 Service Provider 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.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Service Provider under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Service Provider without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Service Provider 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.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Service Provider 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 Service Provider 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.

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

12.2. This Service Provider 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.

13. Occupational License. The Service Provider 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 Service Provider.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Service Provider, Service Provider shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Service Provider's sole cost and expense, carry at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability covering and insuring the activities of Service Provider under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Commercial Automobile Liability with limits no less than \$1,000,000.00 per occurrence; and

14.1.4. Errors and Omissions/Professional Liability Insurance with limits no less than \$505,520.00 per occurrence and \$2,000,000.00 in the aggregate.

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than B+ Rating;

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this Paragraph 14;

14.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

14.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

14.2.5. Name the City and its officials, employees, and agents, as additional insured; and

14.2.6. Not be met by the use of a single limit policy.

14.3. Service Provider shall provide City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Service Provider to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Service Provider for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Service Provider shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. 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 or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. 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.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

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

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider 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 Service Provider shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider 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 Service Provider and the City, and the City shall not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. In no event shall the City be liable to the Service Provider 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 Service Provider under this contract.

17.2. The Service Provider 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 Service Provider 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 Service Provider, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

17.3. The Service Provider 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.

17.4. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, 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.

17.5. 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.

17.6. Service Provider affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Service Provider'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 Service Provider under this Contract.

17.7. The Service Provider 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.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

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

18.1.1. This Contract; and

18.1.2. Scope of Services (Exhibit A).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. 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.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident/Foreign Service Providers. The Service Provider shall procure and maintain during the life of this Contract:

19.1. If the Service Provider 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.

19.2. 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.

20. Notices.

20.1. 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 Service Provider at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: jroussell@nixa.com
Attn: Jeff Roussell, Street Superintendent
Dept: Public Works

To Service Provider:

Name: National Valuation Services of Springfield, Inc.
Address: 1711 E. Republic Road, Springfield, MO 65804
Phone: 417.889.4005
Email: Nationalvaluation4005@gmail.com
Attn: David Mathewson

20.2. 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.

20.3. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Service Provider 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. Service Provider shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Service Provider shall make appropriate adjustments if discrepancies are found. The City shall have the right to audit the Service Provider's records pertaining to the Services for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

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

23. City Benefits. The Service Provider 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.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

28. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

29. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

30. Affidavit for Contracts Over \$5,000.00. Pursuant to sections 285.525 through 285.550 RSMo., if this contract exceeds the amount of \$5,000.00 and Service Provider is associated with a business entity, Service Provider 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, Service Provider must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

CITY

SERVICE PROVIDER

Jimmy Liles, City Administrator

Authorized Singer

Date: _____

Date: _____

ATTEST:

Printed Name

Rebekka Coffey, City Clerk

Title

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

SERVICE PROVIDER VERIFICATION

State of Missouri)
) ss.
County of _____)

On this ____ day of _____, 20____, before me personally appeared _____, for _____, known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.

EXHIBIT A
SCOPE OF SERVICES

Robin L Beck	303 S Becky Circle, Nixa	10-0.6-13-002-003-008.000
NMR Properties, LLC	301 S Becky Circle, Nixa	10-0.6-13-002-003-007.000
Jared Combs	410 N Missouri, Nixa	10-0.6-13-002-003-006.000
Duane Hylton	320 Becky Circle, Nixa	10-0.6-13-002-003-005.000
JC Smothers, LLC	318 N Becky Circle, Nixa	10-0.6-13-002-003-004.000
Edith Ward	319 N Becky Circle, Nixa	10-0.6-13-002-002-007.000
Rosalie Essick/Marie Essick Hood	317 N Becky Circle, Nixa	10-0.6-13-002-002-008.000
Scott D Jenkins, Natasha R Jenkins	306 E Bessie St, Nixa	10-0.6-13-002-002-003.000
KADPM, LLC	308 E Bessie St, Nixa	10-0.6-13-002-002-002.000
Wanda Jean Keltner	306 North Street, Nixa	10-0.6-13-002-001-001.000
Wanda Jean Keltner	308 North Street, Nixa	10-0.6-13-002-001-001.001

Service Provider's shall prepare eleven (11) Appraisal Reports for market value for Perpetual Stormwater Drainage Easements for the above referenced properties. The market value will apply as of the date of inspection. The purpose is to assist the City of Nixa with Right of Way and Easements acquisition. The appraisals will estimate market value as defined in the minimum appraisal standards set forth by Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (known as FIRREA). The appraisal reports will be completed to conform to the specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP).

Service Provider's certification will include a statement that all analyses, opinions, and conclusions are developed, and the reports are prepared in conformity with the USPAP. The acceptance of the reports by the City will be subject to the City's review for compliance with these minimum standards, utilization of acceptable appraisal methods, and adequacy of support for the estimated value.

Service Provider will be completing the reports for the exclusive use by the City. The content, purpose, and value estimate will not be revealed by Service Provider to anyone other than the City unless authorized to do so. Service Provider's with the City will be confidential, and the reports prepared for the City will not be discussed with anyone else by the Service Provider, unless prior authorization is granted.

The ownership, legal description, and other information provided to the Service Provider by the City, will be assumed to be correct. Service Provider will complete only a cursory title search for ownership and/or recorded restriction and easements. It is recommended if you have any question pertaining to ownership, easements, and restriction of title that a title search be completed.

It may be required of Service Provider to give testimony or to attend court proceedings, public hearings, or depositions resulting from the appraisal of the above properties. If the Service Provider, or any of its agents or employees are requested or subpoenaed to testify or appear anywhere, as a result or in connection with these reports, the City will pay Service Provider at the rate of \$800 per day and not less than a minimum fee of \$400, plus travel expenses, for appearance or testimony.

The fee to complete the appraisal reports is \$13,200.00. City shall pay one half of the fee or \$6,600.00 at the time of engagement. The remaining balance of \$6,600.00 is due upon completion and delivery of the reports. The appraisal reports will be completed and delivered to the City within four weeks of execution of this Contract.