

RE: Owner's Representative Contract for Professional Services with Navigate Building Solutions-Amendment

Background:

At the beginning of the police department building project the City of Nixa hired Navigate Building Solutions to be our Owner's Representative throughout the course of the construction project. The City of Nixa entered a contract with Navigate Building Solutions which listed the total compensation amount to be paid to Navigate for such services to be \$400,000.00. This amount was based on an assumed project length of 14 months starting on an estimated date with a predetermined scope of work.

Upon the award of the construction contract to KCI Construction, it was mutually agreed that the construction project would take approximately 15 months from September 2, 2025 which was a few months behind the original projected timeline for the project. This new timeline requires an adjustment to the not-to-exceed amount in our current contract with Navigate Building Solutions.

Additionally, we have recently learned our current storage building will likely need to be demolished to accommodate an upgrade to the water well located near it. We had a plan to build a storage building on the new police department site in the future. We have reviewed the construction budget and are under budget. This will allow us to move forward with the addition of a storage building on the new police department building site solving our storage needs all while remaining under the approved total program budget.

Analysis:

Based on the new project timeline, we are requesting approval of three additional months of construction phase services at a rate of \$16,300 per month as shown in Article 9.2 in Exhibit A of the Contract Agreement. Compensation will be requested by NAVIGATE until Final Completion has been achieved, monthly. Additional compensation will not be requested should the General Contractor achieve Final Completion within the 14 months as currently approved.

In addition, we are requesting an additional lump sum fee of \$19,546.75 for preconstruction and construction services associated with the storage building and will execute the attached task order for these services if approved.

In summary, we are requesting that the total compensation not to exceed amount listed in Article 2.2 of the Contract Agreement be increased to \$468,446.74, or an additional \$68,446.75. This increase would cover professional services during the actual

duration of construction of the new Police Facility and the task order for preconstruction and construction services for the new Storage Facility.

Recommendation:

It is staff's recommendation this resolution be approved.

MEMO SUBMITTED BY:

Joe Campbell | Chief of Police

jcampbell@nixa.com | 417-725-2510

RESOLUTION NO. 2026-13

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT AMENDMENT WITH NAVIGATE BUILDING SOLUTIONS FOR OWNER’S REPRESENTATIVE SERVICES.

WHEREAS the City hired Navigate Building Solutions to be the Owner’s Representative for the police department building project; and

WHEREAS the City entered into a contract with Navigate Building Solutions that established a total compensation amount not to exceed \$400,000.00; and

WHEREAS this original amount was based on an assumed project length of 14 months; and

WHEREAS the construction project timeline has been extended to approximately 15 months, requiring an adjustment to the not-to-exceed amount to cover three additional months of construction phase services; and

WHEREAS the City also plans to construct a new storage building on the police department site, requiring additional preconstruction and construction services; and

WHEREAS these additional services necessitate increasing the total compensation not-to-exceed amount by an additional \$68,446.75, bringing the new total not to exceed to \$468,446.75.

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 a contract amendment with Navigate Building Solutions to increase the total compensation not-to-exceed amount from \$400,000.00 to \$468,446.75.

SECTION 2: The City Council hereby authorizes the City Administrator, or designee, to execute the “Additional Services: Task Order 1,” attached hereto and incorporated herein by this reference as “Resolution Exhibit A.”

SECTION 3: 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 4: 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. Signatures follow on the next page.]

RESOLUTION NO. 2026-13

48 **ADOPTED BY THE COUNCIL THIS 10TH DAY OF MARCH 2026.**

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ATTEST:

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53 _____
PRESIDING OFFICER

CITY CLERK

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56 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.**

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ATTEST:

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MAYOR

CITY CLERK

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63 APPROVED AS TO FORM:

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66 _____
CITY ATTORNEY

ADDITIONAL SERVICES: TASK ORDER 1

Contract For Professional Services between the City of Nixa and NAVIGATE Building Solutions, LLC dated February 28, 2023.

Date: February 27, 2026

Owner: (hereinafter also referred to as Owner)

City of Nixa
715 W Mt. Vernon Street
Nixa, Missouri 65714

Owner's Representative (hereinafter also referred to as NAVIGATE):

Navigate Building Solutions, LLC
8419 Manchester Road
Brentwood, MO 63144

The Interlocal Purchasing System (TIPS):

NAVIGATE Vendor #8613, Contract #2301041

PROJECT(S):

Police Department – Storage Building

1.0 SCOPE OF WORK

A. Pre-Construction Services:

1. Budget Management, Bidding Process: NAVIGATE will perform the following services:
 - 3.1 Design Development Meetings: NAVIGATE will attend and document the design development meetings.
 - 3.2 Estimate: Develop 1 detailed unit cost estimate based on design documentation provided at design development (60% design).
 - 3.3 Total Program Budgeting: Update the Police Department's Total Program Budget in collaboration with Owner Staff to include all the required costs for this project. Continuously update the Total Program Budget throughout the design process and submit updates to staff and the Board.
 - 3.4 Constructability and Change Order Mitigation Review: Perform a document review when the design is 95% complete.
 - 3.5 Contracting: Owner's Representative shall consult with and advise the Owner concerning appropriate construction delivery methods, such as separate prime contractors and/or inclusion of project scope as a change order to Police Department General Contractor.
 - 3.6 Award: Owner's Representative shall review bids and/or cost proposals, prepare analyses and make recommendations to the Owner for an award of a contract for the Project.
2. Post Bid Evaluation and Contract Development Support: Review project documents and bid submissions. Generate a report to the Owner staff and Board on findings from post bid evaluations. Assist with contract negotiations and approval.
3. Meetings: Attend all meetings virtually or in person as required.

B. Construction Services:

1. Provide administrative, coordination and related services to coordinate the completion of work.
2. Conduct progress meetings with the Contractor for project document compliance.
3. Coordinate meetings as necessary with the Architect/Engineer.
4. Review requests for information submitted from contractor. Coordinate RFI solutions with design consultants and Owner.
5. Coordinate and file project submittals.
6. Review progress schedules with site progress to maintain the overall project schedule.
7. Monitor Contractor's process of inspection and testing procedures required as per the construction documents.
8. Provide cost control measures including cash flow reports and forecasting.
9. Review pay requests for accuracy before they are processed by the Owner.
10. Aid the Owner in the review and approval/rejection of requests for extra work.
11. Submit recommendations for approval of extra work and upon the Owner's approval obtain the necessary change order documentation for the Owner's authorization.
12. Generate monthly field reports documenting current project progress/status.
13. Generate monthly project dashboards for internal staff updates.
14. Update the Total Program Budget and update monthly with current activities & expenses as they are provided from the Owner.

C. Post Construction Services:

1. Monitor the Contractor's Tests of mechanical and electrical equipment and systems and initial start-up procedures.
2. Monitor the Contractor's completion of punch-list items and final inspections for acceptance and approval.
3. Aid in the delivery of As-Built drawings as well as training for electrical and mechanical systems.
4. Assist in obtaining final approvals from all applicable local governing agencies having jurisdiction.
5. Obtain all the necessary documents required prior to releasing final payments.
6. Secure and convey to the Owner all required affidavits, guarantees, operational and maintenance manuals, releases, and related documents.
7. Manage the Owner's occupancy of the facility and aid in the completion of the start-up process.

D. Additional Services:

1. NAVIGATE shall request additional services required to analyze claims (including claims for extra compensation) asserted by the Contractors or the Architect and/or resolving any back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor.
2. Post Construction Services defined in Section C that are not completed 1 month after substantial completion shall be billed at a time & material basis until they are completed at the Owner Direction.

2.0 SCHEDULE

Pre-Construction Services are to start in February 2026 and are expected to be completed by April 30, 2026.

Construction Services are expected to run concurrently with the police station to allow this project to be completed at the same time as the police station.



3.0 COMPENSATION

3.1 NAVIGATE shall be paid a lump sum fee of \$19,546.75.

3.2 NAVIGATE will be paid in (2) equal monthly installments issued at the beginning of each month beginning April 1, 2026. Payments are due and payable upon presentation of NAVIGATE's invoice.

A red handwritten signature, appearing to be 'Craig Schluter', is written over a horizontal line.

2/27/26

Craig Schluter
Member
NAVIGATE Building Solutions, LLC.

City of Nixa