



Board of Aldermen Request for Action

MEETING DATE: 7/7/2026

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1596, Agreement with Navigate Building Solutions for Owners Representation Services for Smith's Fork Park Project

REQUESTED BOARD ACTION

A motion to approve Resolution 1596, approving the agreement with Navigate Building Solutions for Owners Representation Services for the Smith's Fork Park Project.

SUMMARY

In 2020, the Parks and Recreation and Stormwater Sales Tax was approved by voters. In 2021 the Parks and Recreation Master Plan was adopted by the Board of Aldermen. This plan provides a ten-year roadmap for meeting community needs with the new funding source. One of the major projects identified in the plan is the restructuring of Smith's Fork Park and the athletic fields.

Currently, three ballfields are located at Heritage Park and two at Smith's Fork Park. The long-term vision is to develop Heritage Park into more of a community hub and extension of the downtown. To make that transition while still offering programs and rentals, the restructuring of the Smith's Fork Park athletic fields must occur first. When the Master Plan was adopted in 2021, the estimated cost for this project was just under \$3 million. Current estimates for the project have increased significantly, primarily due to inflationary impact.

To help fund the project, the annual CIP includes setting aside \$300,000 annually from proceeds of the Parks and Recreation and Stormwater Sales Tax. Following this plan, the fund should have close to \$2 million available by 2028 to launch the project.

In May 2025, staff recommended to the Board of Aldermen that funding for engineering and design be moved up to 2026. Beginning the design process earlier would allow for committee and community feedback while also providing updated cost estimates. The Board has since recommended that engineering and design be included in the 2026 Parks and Stormwater Sales Tax budget.

At the November 18, 2025, Board of Aldermen work session, staff presented a discussion on alternative construction project delivery methods. The Board directed staff to further review these construction options and bring forward recommended methods for upcoming projects.

Over the past few years, the City has experienced several challenges in delivering large capital improvement and infrastructure improvement projects. These challenges include: project schedule delays and equipment procurement issues, low-bid contractors lacking capacity or resources to perform, and unforeseen site conditions resulting in

significant change orders. To improve predictability and performance, staff have reviewed alternative project delivery methods as potential options for larger, more complex projects.

Due to these issues, the Board of Aldermen requested City staff to research and present alternative delivery methods for various planned projects. Accordingly, City staff presented information to the Board of Aldermen regarding the use of construction managers at risk, design-build, and owner's representative. While Missouri law outlines a specific process for the selection of construction managers at risk or design build, the process for the selection of owner's representatives is at the discretion of the City.

On January 20, 2026, staff recommended proceeding with the selection of an owner representative for the Smith's Fork Park project. An owner's representative (OR) will assist staff with the development of the project, estimates, contractor selection, and work through the various alternative delivery methods and RFQ processes.

An OR acts as the City's advocate and technical resource from project planning through construction. The OR does not perform construction work but instead provides independent expertise to assist staff in navigating project delivery options and evaluating the most appropriate path forward. This includes guidance related to cost estimating, scheduling, constructability, and risk management, as well as assisting with procurement processes and ensuring fiscal accountability. The OR would also support collaboration among the City, design professionals, and construction partners while helping protect the City's interests throughout the life of the project

On April 9, staff invited two Owner Representative Firms to interview to assist the City with the Smith's Fork Park Project. Both firms participate in cooperative purchasing agreements in which the city participates. Navigate Building Solutions and Project Advocates met with an interview committee which included Alderman Leeah Shipley (also a member of the Parks and Recreation Committee), Parks Committee Member Shaunna Houghton, City Administrator Cynthia Wagner, and Parks and Recreation Director Matt Denton. The committee recommended that the City enter into an agreement with Navigate Building Solutions.

The agreement will be through The Interlocal Purchasing System (TIPS), a Purchasing Cooperative, that offers access to competitively purchasing contracts. The first three phases will cost a total of \$87,878 for planning, consultant onboarding and preconstruction phase services. Navigate shall be paid a fixed monthly fee of \$11,812 for construction phase services. Construction phase services commence upon award of contractor's contract.

PREVIOUS ACTION

N/A

POLICY ISSUE

N/A

FINANCIAL CONSIDERATIONS

Funding is allocated in the Parks and Stormwater Sales Tax fund.

Board of Aldermen Request for Action

ATTACHMENTS

- Ordinance
- Resolution
- Staff Report
- Other:

- Contract
- Plans
- Minutes

RESOLUTION 1596

A RESOLUTION APPROVING THE AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS FOR OWNER’S REPRESENTATION FOR THE SMITH’S FORK PARK PROJECT

WHEREAS, the improvements to Smith’s Fork Park were included in the Parks and Recreation Master Plan; and

WHEREAS, the Parks and Stormwater Sales Tax includes funds for the project; and

WHEREAS, the City Code Section 105.080.C authorizes staff to utilize cooperative purchase agreements; and

WHEREAS, the firm selected was reviewed and recommended by an interview committee that include both staff, Parks and Recreation Committee member and Board of Aldermen representative; and

WHEREAS, the agreement through the cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) was reviewed by legal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT, the Agreement with Navigate Building Solutions regarding the Smith’s Fork Park Project in substantially the form attached hereto as **Exhibit A**, incorporated into this Resolution as if fully set forth herein, is hereby approved and the appropriate official of the City is authorized to execute the same on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 7th of July 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



ON-CALL OWNER REPRESENTATIVE - MASTER AGREEMENT

DATE: July 7, 2026

OWNER:

City of Smithville, Missouri
107 West Main
Smithville, MO 64089

OWNER REPRESENTATIVE (hereinafter NAVIGATE):

NAVIGATE Building Solutions, LLC
8419 Manchester Road
St. Louis, MO 63144

Cooperative Purchasing Agreement:

The Interlocal Purchasing Systems (TIPS): NAVIGATE Vendor #8613, Contract #240601

PROJECT(s) (hereinafter Project)

As defined by each Task Order and authorized by the Owner.

SCHEDULE:

This master agreement is in effect from June 2, 2026 through June 2, 2031 and may be extended by written authorization of the Owner.

The schedule for services shall be defined by each Task Order.

SCOPE OF OWNER REPRESENTATIVE'S SERVICES:

For each Task Order NAVIGATE shall, in general, have primary management responsibility for the Project and shall coordinate all Project matters. As such, NAVIGATE shall serve as the Owner's Principal point of contract and liaison between the Architect, Engineers, Contractors and other consultants/vendors throughout each Project. NAVIGATE shall advocate for the Owner's interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with contractors.

NAVIGATE shall perform those specific services as defined by Task Order which may include some or all services identified on Exhibit B – Scope of Services.

OWNER'S RESPONSIBILITIES

The Owner shall identify a single representative authorized to act on the Owner's behalf with respect to the Project.

NAVIGATE is not providing the services of an Architect, Engineer, attorney, insurance agent or construction contractor under this Agreement. As such, the Owner shall retain all professional design consultants, architects, engineers, legal support and construction contractors required for the Project(s). In the role of Owner Representative, NAVIGATE does not assume any responsibility for design errors/omissions, preliminary project estimates or work performed by the design professionals, legal support and/or contractors contracted by the Owner.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

When NAVIGATE is requested to perform construction phase services, any construction contracts issued by the Owner (after the date of the Task Order authorizing such services) for the Project identified in the Task Order shall include: 1) an indemnity provision in favor of and protecting the Owner and NAVIGATE; 2) a provision requiring that the Owner and NAVIGATE be named as additional insured on the general liability, auto liability, pollution liability and excess liability insurance policies carried by the Contractors.

NAVIGATE makes no representations, warranties or promises of any kind with regard to whether or not the Project is eligible for receipt of incentives, grants, reimbursements or any other kind of monetary relief or assistance from any federal, state, local or other governmental agency. NAVIGATE shall be paid for its services regardless of whether the Owner receives any such assistance from governmental agencies.

CLAIMS AND DISPUTES

NAVIGATE shall indemnify and hold harmless the Owner, together with its elected officials, employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of NAVIGATE, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract.

NAVIGATE and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and NAVIGATE shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, they shall litigate the dispute unless otherwise mutually agreed.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers, directors or members shall be subject to personal liability or damages arising out of or connect in any way to a Task Order / Project associated with this Agreement.

Notwithstanding any other provision of this Agreement, Owner agrees that, to the fullest extent permitted by law, NAVIGATE's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through NAVIGATE under this Agreement, shall not exceed the amount of NAVIGATE's Insurance Limits stated below. This limitation of liability shall apply to all phases of NAVIGATE services performed in connection with a Task Order / Project associated with this Agreement, whether subsequent to or prior to the execution of this Agreement.

INSURANCE

NAVIGATE shall provide insurance with the coverage stated below.

- a. Commercial General Liability Insurance: \$1,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for anyone person in a single accident or occurrence.
- b. Workers compensation Insurance: Per State Statutory Requirements
- c. Automobile Liability Insurance: \$1,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for anyone person in a single accident or occurrence.
- d. Professional Liability Insurance: \$3,000,000 for each claim.
- e. Umbrella Liability Insurance: \$3,000,000 for each occurrence and aggregate.

TERMINATION OR SUSPENSION

If the Owner fails to make payments to NAVIGATE in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at NAVIGATE's option, cause for suspension of performance of services under this Agreement. If NAVIGATE elects to suspend services, NAVIGATE shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, NAVIGATE shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, NAVIGATE shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project, NAVIGATE shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, NAVIGATE shall be compensated for expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

The Owner may terminate this Agreement, for any reason, upon not less than 60 days' written notice to NAVIGATE. In the event of termination, NAVIGATE shall be compensated for services performed prior to termination plus the cost of all staff assigned to your Project during the sixty-day notice period to cover re assignment costs.

EMPLOYMENT PROVISION

In the event that a NAVIGATE employee is solicited to work in a position as an employee of the Owner, and in the event that the NAVIGATE employee accepts the position of employment with the Owner, the following conditions will apply:

1. NAVIGATE will require a four-week notice period subsequent to the employee's written notice to NAVIGATE, and
2. The Owner will be required to pay an employment and restaffing fee of \$90,000 for the employee to NAVIGATE upon receipt of this notice.

If a former NAVIGATE employee shall be hired as an employee within 90 days of leaving NAVIGATE, there shall be a presumption that NAVIGATE employee was solicited to work as an employee of the Owner and the above fees shall be payable to NAVIGATE.

MISCELLANEOUS PROVISIONS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or NAVIGATE.

Unless otherwise required in this Agreement, NAVIGATE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

NAVIGATE shall from time to time provide estimates of the Project costs. Any such estimate shall be viewed as a projected cost and not a guaranteed cost.

Exhibit A

Available Scope of Services

PRE DESIGN SERVICES

Project Financial Feasibility Studies
Facility Maintenance Planning
Conceptual Budget / Schedule Development
Site Evaluation / Selection / Acquisition Support
Rolls and Responsibility Planning
Consultant Procurement (RFQ, RFP, Contract Development, Fee Negotiation)
Community Engagement, Presentation Development and Outreach
Alternative Approach Consultation
 Design Build Job Order Contracting
 [CM@Risk, CMA](#) Design-Bid-Build
 Energy Performance Contracting
Pre Referendum - Educational Support

DESIGN PHASE SERVICES

Scope of Work and Bid Package Development
Design/Build Criteria Consultant per State Statutes
Project Documentation and Filing
Project Meeting Scheduling, Attending, Recording
Comprehensive Master Schedule Development and Maintenance
Detailed Construction and Phasing Schedules
Long Lead Items Procurement
Detailed Unit Cost/Qty Estimates via editable software (utilizing inhouse resources)
Total Program Budget Development and Maintenance
Cash Flow Projections for Financing
Governmental Agency and Utility Company Coordination
Assistance in Obtaining Building Permits and Special Permits
Constructability Input to Design
VE Opportunities to Design
Licensed Architect and Engineering PEER Reviews
Owner Direct Vendor Procurement, Contracting and Coordination
Material/Vendor Availability Analysis
Furniture Design/Procurement Coordination and Oversight
Audio Visual and Security Design/Procurement Coordination and Oversight
IT and Phone Design/Procurement Coordination and Oversight
Site Logistics and Community Impact Planning and Management
Operational Impact Planning and User Group Coordination/Liaison
Agency Wide "Standard" Contracts - Development and Negotiation (ALL Project Delivery Methods)
Project Specific" Contracts - Development and Negotiation (ALL Project Delivery Methods)
Agency Wide "Tool Box of Resources" - Program Development (w/ Vendor and Supplier Onboarding)
State Statute - Process Compliance Audits
Bonding and Insurance Application Support
Progress Reporting - Executive, Staff, Community
Diversity Planning and Implementation
Sustainable Design and LEED Certification Consultation
Bidder Marketing and Project Awareness Initiatives
Public Bidding Oversight
Bid Receipt and Documentation Facilitation
Bid Results and Second Tier Contract Analysis
Final Contract Negotiations

CONSTRUCTION PHASE SERVICES

Total Project Management
Community Liaison
User Group / Stakeholder Liaison
Project Documentation and Filing
Site Observation and Reporting
Direct Management of Owner Direct Purchases
RFI Tracking and Processing
Shop Drawing / Submittal Tracking and Processing
Contract Compliance
OAC Meeting Administration Including (Agenda, Meeting Minutes)
Contingency Management
Allowance Management and Verification of Use
Unit Cost and Material Delivery Tracking
Change Request Program Administration
Change Order Scope/Price Analysis and Negotiation
Third Party, Independent, Daily Report Review
Third Party, Independent, QA/QC Oversight
Third Party, Independent, Schedule Oversight
Regulatory Compliance Oversight
MBE/WBE Compliance Tracking
Contractor's Payment Application Review:
Certified Payroll Compliance
MODOT LPA Representation / Daily Inspections
Progress Reporting - Executive, Community, User Groups
Field Documentation
Budget Review and Forecasting
Schedule Review and Forecasting
Testing and Inspection Coordination
Third Party, Independent, Punch List Creation, Review, Oversight
Commissioning Coordination and Oversight
Close Out Compliance - Final Completion Submittals:
 Record Drawings
 Equipment Data & Maintenance Manuals
 Consent of Surety
 Final Lien Waivers and Releases
 Guarantees, Warranties and Affidavits
 Final Contract Negotiations
 Mediation/Arbitration/Litigation Support

MOVE-IN / START-UP PHASE SERVICES

Furniture, Fixture & Equipment Items (FF&E)
 Installation Scheduling, On Site Coordination, Closeout
User Group Move-In Scheduling and Coordination
Final Testing & Systems Startup Coordination and Documentation
Building Operator /User Group Training Coordination
Coordinate Contract Close-Out w/ Contractor
Coordinate Contract Close-Out with Design Professionals
Coordinate Building Operator Training
Master Key System Oversight
Phone, IT, Data, AV Systems Flush Out

City of Smithville, Missouri

TASK ORDER NUMBER TO1

DATE: July 7, 2026

MASTER AGREEMENT:

Task Order Number TO1 is issued in compliance with the Master Services Agreement made between the City of Smithville, Missouri and NAVIGATE Building Solutions, LLC and utilizing:

COOPERATIVE PURCHASING AGREEMENT:

The Interlocal Purchasing Systems (TIPS):

NAVIGATE Building Solutions Vendor #8613, Contract #240601 – Consulting Services

PROJECTS:

Smith Fork Park Improvements

SCOPE OF SERVICES:

A. Planning

1. Preliminary Information Gathering
 - a. Kick Off Meeting with Administration
 - b. Gather all available project documentation
 - c. Additional Site Analysis
2. Utility Exploration
 - a. Meet with City, Platte Clay Electric Cooperative and Spire Gas to define utility availability and sources.
3. Park-Wide Infrastructure
 - a. Define any Park-Wide improvements that should be considered prior to the construction of the 4 Plex or Courts.
4. Planned Park Improvements (4 Plex and Courts)
 - a. Define the complete program for each of these improvements (as stand-alone projects).
 - b. Estimate and schedule each improvement
 - c. Prepare the total program cost for each improvement
 - d. Build a list of Value Engineering options for each improvement.
 - e. Clearly define schedule and phasing considerations for each improvement
5. Financial Planning
 - a. Develop Cash flow projections
 - b. Meeting with City Financial Team to review financing options
 - c. In coordination with City staff, develop a plan and assist with Grant Applications (targeting August to November submission deadlines)
6. Implementation Planning

- a. Build an implementation plan for the first phase of work. Including:
 - Total combined cost
 - Schedules
 - Operational Impact and Logistic Plans
 - Roles and Responsibility Matrix
 - Contracting and Procurement recommendations
 - Next steps.

B. Consultant Procurement

- 1.0 Based upon the Roles and Responsibilities Matrix prepare Request for Qualifications as required to onboard design consultants.
 - a. Prepare a Design Services RFQ(s)
 - b. Prepare, in collaboration with the Owner's Legal Counsel, a draft Design Services Contract (s)
 - c. Assist with the issuance of the RFQ and response to RFQ inquiries.
 - d. Assist with the review of the responses and shortlisting of the firms for interview.
 - e. Assist with interviews and recommendations to the City Council.
 - f. Assist with final contract negotiations and firm onboarding.

C. Preconstruction Phase Services

- 1.0 Attend regular meetings with the Design Team and Owner during design development.
- 2.0 Maintain an organized filing system on behalf of the Owner for Project documents and records.
- 3.0 Collaborating with the Design Team, continuously update and monitor the design and construction schedules for the Projects, the various major activities to be undertaken in connection with each Project, and the approximate timing of the commencement and completion of such activities.
- 4.0 Prepare and update detailed cost estimates for each project at end of the Schematic and Design Development phases of design evolution. Each Project Cost Estimate shall include separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts and evaluate pricing for alternative building and engineering systems.
- 5.0 In consultation with the Design Team, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies.
- 6.0 Provide ongoing recommendations to the Owner and Design Team regarding construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget, and Schedule, and possible cost reductions and economies if and when necessary, to reconcile the Project Budget, Program, and Schedule.
- 7.0 Provide Site Logistics and Operation Impact Plans for each project and for inclusion in the Bid Documents.
- 8.0 Coordinate and assist the Design Team in the preparation of bid documents.

- 9.0 Assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.
- 10.0 Collaborate with the Owner's procurement representative to review bids, prepare analyses and make recommendations to Owner for the award of a contract for the Project.
- 11.0 Assist with the procurement and coordination of project items not included in the General Contractor Bid Package such as: FF&E (Furniture, Fixtures, and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, and other Owner Directly Procured building systems.

D. Construction Phase Services

- 1.0 Provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
- 2.0 Conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise Owner regarding the negotiation of business terms of each Project construction contract; and advise Owner on the acceptability of Contractor for the Project.
- 3.0 File vendor insurance certificates and surety bonds.
- 4.0 Make recommendations regarding the timely and economical purchases of materials and equipment; and monitor the purchase of such items.
- 5.0 After Owner awards each Project construction contract and before the Contractor commences work on the site, assist Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.
- 6.0 Represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.
- 7.0 Manage the processing of change orders, (i) advise Owner concerning the change orders necessity and recommended cost of change orders, and (ii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
- 8.0 Review applications for payment by the Contractor and make written recommendations to the Owner concerning the payment.
- 9.0 Direct the Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, NAVIGATE shall make recommendations to Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.
- 10.0 Coordinate the Architect's review and approval of shop drawings, product data and other submittals by the Contractor.
- 11.0 In conjunction with the Contractor who has prime contractual responsibility, NAVIGATE shall additionally review and advise the Owner concerning the adequacy of

- the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.
- 12.0 Enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although NAVIGATE shall not guarantee the performance by Contractor, NAVIGATE shall recommend courses of action to the Owner when Owner or NAVIGATE becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.
 - 13.0 Notify the Owner in writing, with photos and supporting documentation if NAVIGATE becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, NAVIGATE shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. NAVIGATE shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which NAVIGATE becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the NAVIGATE shall reject work that does not conform to the requirements of the applicable Contract Documents.
 - 14.0 Advise the Owner concerning the procurement of building materials by the Contractor regarding budget and schedule implications.
 - 15.0 Attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when NAVIGATE believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
 - 16.0 Coordinate with the Architect in the review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. NAVIGATE will consult with the Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
 - 17.0 Obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.
 - 18.0 Together with the Architect and Owner, NAVIGATE shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.
 - 19.0 Complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, and/or (iv) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

SCHEDULE:

The Scope of Services shall be completed based upon the following durations:

- A. Planning Services 2 Months
- B. Procurement Services 2 Months
- C. Preconstruction Services and Project Bidding 8 Months
- D. Construction Services TBD – Based Upon Contractor Bids.

Construction Phase Services commence upon award of contractor’s contract and are deemed completed 1 month after the issuance of the Final Completion Notice.

COMPENSATION and PAYMENT:

NAVIGATE shall be paid a fixed total fee of Eighty-Seven Thousand, Eight Hundred and Seventy-Eight dollars (\$87,878) for Planning, Consultant Onboarding and Preconstruction Phase Services.

NAVIGATE shall be paid a fixed monthly fee of Eleven Thousand, Eight Hundred and Twelve Dollars (\$11,812) for Construction Phase Services.


 _____ 05/20/26
 Signature Date

Name: Todd Sweeney

Title: Member

NAVIGATE Building Solutions, LLC.

 Signature Date

Name: _____

Title: _____

City of Smithville, Missouri