

RESOLUTION NO. R-18-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INCORPORATED, IN AN AMOUNT NOT TO EXCEED \$151,099.00 FOR THE FINAL DESIGN OF IMPROVEMENTS TO NORTHEAST 76TH STREET FROM NORTH OAK TRAFFICWAY TO NORTH BROOKLYN AVENUE, PROJECT TP1818.

WHEREAS, Gladstone was awarded \$1,200,000 from the Federal Surface Transportation Program to combine with \$1,100,000 in local funds to construct the project; and

WHEREAS, Olsson Associates, Incorporated initiated the design of improvements to Northeast 76th Street in 2002; and

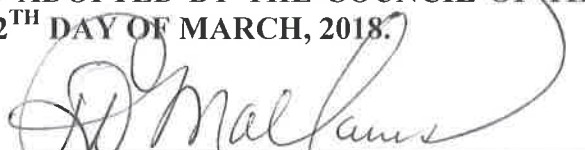
WHEREAS, Gladstone has requested Olsson Associates, Incorporated's assistance to update the design plans to reflect existing conditions and current design standards.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Olsson Associates, Incorporated, for professional engineering services for City Project No. TE1818 in an amount not to exceed One Hundred Fifty-one Thousand and Ninety-nine Dollars and 00/100, (\$151,099.00); and

FURTHER, THAT, funds for such purpose are budgeted in the TST Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 12TH DAY OF MARCH, 2018.


R.D. Mallams, Mayor

Attest:


Ruth Bocchino, City Clerk



Request for Council Action

RES # R-18-22

BILL # City Clerk Only

ORD # City Clerk Only

Date: 3/6/2018

Department: Public Works

Meeting Date Requested: 3/12/2018

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: NE 76th Street Complete Street Improvement Design Contract – Project TE1818.

Background: Olsson Associates, Incorporated, initiated design of improvements to Northeast 76th Street in 2002. This plan has been expanded to include improvements from North Oak Trafficway to North Brooklyn Avenue following the Mid-America Regional Council's (MARC) guide for "Complete Streets", a comprehensive design approach to accommodate multiple forms of transportation. Design of this project will include new curbs, new sidewalks, accessibility improvements, bike lanes, and new asphalt surface along NE 76th Street from N. Oak Trafficway to N. Brooklyn Avenue. Gladstone has been awarded \$1,200,000 from the Federal Surface Transportation Program for this project. The total estimated project cost is \$2,300,000. Construction funds will be available in Federal Fiscal Year 2020.

Budget Discussion: Funds are budgeted in the amount of \$ 2,300,000 from the TST Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$N/A

Public/Board/Staff Input: The Design Agreement with Olsson Associates, at a total cost of \$151,099, will include design services, easement preparation, and construction administration.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator


City Attorney


City Manager

R-18-22

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 12 day of March, 2018 by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Olsson Associates, Inc., hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, Olsson Associates, Inc. completed the design of improvements to NE 76th Street from N. Troost to N. Lydia in 2002; and

WHEREAS, the City desires to expand the limits of the project from N. Oak Trafficway to N. Brooklyn and update the 2002 design plans; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for this work and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

Design of improvements to NE 76th Street from N. Oak Trafficway to N. Brooklyn – Refer to Exhibit A for a detailed scope of services.

ARTICLE II

ENGINEER'S SCOPE OF SERVICES

1. The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.
4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

ARTICLE III

CHANGES IN SCOPE

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

ARTICLE IV

ENGINEER'S FEE

1. Basic Fee and Schedule.

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for design services shall be based upon time and materials expended on the project and shall not exceed \$151,099.00.
- b) **Payment Schedule for Compensation.** The Compensation shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay undisputed invoices within thirty (30) days of receipt of such invoice.
- c) **Schedule.**

| | |
|-------------------------------|----------------|
| Right of Way Plans Completion | June 15, 2018 |
| Final PS&E Completion | March 15, 2019 |
| | |

2. **Payment for Additional Services** - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services.

ARTICLE V

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer. The Engineer shall also deliver all electronic information on USB Flash Drive in Autocad format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer.

ARTICLE VI

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

ARTICLE VIII

DISCLOSURE

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

ARTICLE IX

INDEMNITY

The Engineer agrees to indemnify, and hold harmless the City of Gladstone and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE X

INSURANCE

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

Liability Insurance. Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

ARTICLE XI

DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XII

STANDARD OF CARE

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

ARTICLE XIII

PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

ARTICLE XIV

FORCE MAJEURE

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.

ARTICLE XV

WORKER AUTHORIZATION

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.

ARTICLE XVI

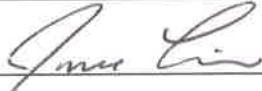
ADMINISTRATION OF AGREEMENT

The City Manager, or his authorized representative, shall administer this Agreement for the City.

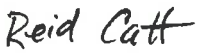

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Gladstone, Missouri

Engineer: Olsson Associates, Inc.

By: 

Title: VICE PRESIDENT

Attest: 

TEAM LEADER


City of Gladstone

Attest:

By: 
Scott Wingerson; City Manager


Ruth Bocchino; City Clerk

Reviewed by the legal department:


Chris Williams; City Attorney

**CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF KANSAS)
) ss.
COUNTY OF Shawnee)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).


BEFORE ME, the undersigned authority, personally appeared James Fain, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is JAMES FAIRY and I am currently the VICE PRESIDENT of Olsson Associates hereinafter "Contractor"), whose business address is 7301 W 133rd St Ste 200 Overland Park, KS 66213, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the design improvements to NE 76th Street from N. Oak Trafficway to N. Brooklyn contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



Affiant

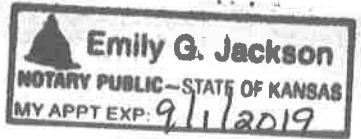
JAMES FAIRY

Printed Name

Subscribed and sworn to before me this 20th day of March, 2018.



Notary Public



SCOPE OF SERVICES
76th Street Improvements, North Oak Trafficway to North Brooklyn Avenue
Gladstone, MO

The Basic Services provided by Olsson Associates shall be as outlined below. The project consists of three separate design areas (east to west):

- North Oak Trafficway to Troost Avenue: limited roadway and pedestrian access design services along approximately 2,500 linear feet of 76th Street.
- Troost Avenue to Woodland Avenue: primarily of survey, roadway, and stormwater design services along approximately 2,600 linear feet of 76th Street.
- Woodland Avenue to Brooklyn Avenue: survey and limited roadway and pedestrian access design services along approximately 1,300 linear feet of 76th Street.

All services will be billed on an hourly basis not to exceed the total amount shown in Exhibit B. Estimated fees per task are outlined therein.

Task 1 – Project Management, Project Kickoff, and General Coordination

1. Conduct detailed kick-off meeting with the City to explore and define project goals, milestones and expectations.
2. Obtain and review existing available records from the City, aerial mapping in digital format, storm and sanitary sewer and water main as-builts, inspection reports and videos; and records of past property owner complaints.
3. Conduct site investigations of the project area; photograph and document findings.
4. Obtain available mapping and other pertinent data from utility companies through a written request at the outset of the project (completed by the City and distributed to Olsson).
5. Distribute design plans and notice of project to utilities located within the project limits.
6. Conduct field checks of utility locations and impacts.

Task 2 – Survey

1. Research utility records available through local companies regarding location of existing utilities. Also, contact Missouri One-Call to locate utilities in the field.
2. Olsson will conduct a topographic survey of a corridor generally 100ft wide or 20ft outside the right of way on either side of 76th Street from Troost Avenue to Brooklyn Avenue with details applicable to construction, planimetrics, and one-foot contours. Topography will include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, grade of existing yards, driveways, etc. to create project mapping.
3. Surveys shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83 – US Survey Foot.
4. Prepare full survey base map in CAD format.
5. Field check survey and all utility information.
6. Right-of-way and easement plans, legal descriptions and easement exhibits will be completed for each effected property for property acquisition by the city staff. It is anticipated that there will be fifty (57) total easements for this project.

Task 3 – Public Involvement

1. In an effort to ensure that all stakeholders are involved in the design of the neighborhood's improvements, two (2) open house public meetings will be conducted:
 - a) Open House No. 1: Upon completion of the right-of-way plans, a public meeting will be held to present the improvement plans and the impacts to property.

- b) Open house No. 2: This meeting will take place once we are ready to go to construction with the project. The contractor will be introduced, and a phasing plan will be displayed.

Task 4 – Preliminary Plans (30% Design)

1. Develop roadway vertical and horizontal alignment design
2. Develop preliminary storm water system design
3. Evaluate in detail constraints imposed by building setbacks, property dimensions, existing utilities, private construction and landscaping.
4. Develop Preliminary Design Plans. Plans will include the following:
 - a) Title Sheet
 - b) General Layout Sheet
 - c) Project Notes and Summary of Quantities Sheet
 - d) Demolition Plans
 - e) Typical Roadway Sections
 - f) Roadway Plan & Profile
 - g) Storm Drainage System Plan
 - h) Preliminary Right-of-Way & Easement Plans
5. Prepare preliminary opinion of probable cost to evaluate costs in relation to budget.

Task 5 – Right-of-Way Plans (60% Design)

1. Update Preliminary plans per comments at field check meeting.
2. Evaluate in detail constraints imposed by building setbacks, property dimensions, existing utilities, private construction and landscaping. Determine all private property impacts and easement/right-of-way requirements.
3. Develop preliminary plans to further detail limits of impacts. Additional plan sheets will include:
 - a) Driveway Profiles
 - b) Storm Drainage System Plan & Profiles
4. Prepare updated opinion of probable cost.

Task 6 - Final Design

1. Develop Final Design Plans. Plans will include the following:
 - a) Title Sheet
 - b) General Layout and Project Survey Control Sheet
 - c) Project Notes and Summary of Quantities Sheet
 - d) Demolition Plans
 - e) Typical Roadway Sections and Standard Details
 - f) Roadway and Storm Sewer System Plan & Profile (1" = 20' scale plan, 1" = 10' vertical)
 - g) Right-of-Way and Easement Plans depicting the land acquisitions with dimensions that coincide with the legal descriptions
 - h) Drive Profiles and Intersection Details
 - i) Sidewalk grading plans (to meet ADA and PROWAG guidelines).
 - j) Watershed Map and Calculations
 - k) Special Construction Details
 - l) Sediment/Erosion Control Plans
 - m) Construction Phasing and Traffic Control
 - n) Roadway Cross Sections
 - o) Incorporate City designed and sealed water main plans

2. Prepare final opinion of probable cost.
3. Prepare documents for the project manual including technical specifications to supplement City Standard Specifications, Bid Form, Standard Construction Contract and Supplemental Conditions to accompany City standard front-end documents.
4. Obtain land disturbance permits prior to bid.
5. Prepare SWPPP to be used by Contractor during construction.

Task 7 – Bidding Services

1. Prepare final project manual and bid documents.
2. Issue bid sets to plan room.
3. Issue addenda as required and answer bidder questions.

Task 8 – Construction Services

1. Prepare for and attend preconstruction meeting including minutes.
2. Assist City in answering contractor's questions (RFI).
3. Participate in final walk-through.
4. Attend progress meetings (assume 2) during construction.

CITY PROVIDED DATA:

1. Available aerial mapping in electronic format/GIS.
2. Records of resident complaints regarding existing infrastructure.
3. As-built drawings for existing water, storm system, and sanitary sewers; mapping of existing water mains impacting the project.
4. Property owner information on parcels where title work is not being completed.

DELIVERABLES:

1. Concept plan layout (PDF).
2. Design memorandum (as required).
3. Preliminary Plans (30% Design) & cost estimate. Electronic media of the model and plans will be provided to the City for water main design.
4. Right-of-Way Plans (60% Design) and Cost Estimate.
5. Final plans (up to four sets), project manuals, and final cost estimate.

ASSUMPTIONS:

1. The design from North Oak Trafficway to Troost Avenue will be a mill & overlay with pedestrian improvements (curb ramp upgrades, broken sidewalk panel replacement, etc.) as necessary. Pedestrian improvements will be determined with a field walk-through with City staff to determine necessary improvements.
2. The design from Woodland Avenue to Brooklyn Avenue will be a mill & overlay with pedestrian improvements (curb ramp upgrades, broken sidewalk panel replacement, etc.) as necessary. Pedestrian improvements will be determined with a field walk-through with City staff to determine necessary improvements.
3. All permit and mitigation fees (if any) will be paid for by the City.
4. Available design plans, inspection reports, videos, aerial photography, and as-built plans of the existing water lines, storm pipes, and sewer mains will be provided to Olsson by the City.
5. All designs will be in conformance with City of Gladstone Design and Construction Standards.
6. Design consultant electronic release contract shall be signed by non-City entities receiving CAD files.
7. No specific plan format or CAD workspace is required.

Exhibit A

8. Plan scales as noted in this scope of service can be adjusted per the discretion of the project manager.
9. All environmental permitting, recording keeping, and coordination will be handled by the City.
10. No cultural resources and threatened and endangered species are located with the proposed project corridor because it is located within a developed urban area.
11. A land disturbance permit will be required by Missouri Department of Natural Resources.
12. Landscaping & Irrigation design will not be required.
13. Lighting design and plans other than minor modification to existing systems will be required.
14. The City will be handling one-on-one property owner meetings and negotiating all right-of-way and easements.
15. Fees are an estimate of the actual work necessary to complete the work and Olsson can shift funds between contract phases and tasks as necessary to complete the work. Fees cannot be shifted to another phases/tasks as necessary to complete the design.
16. Olsson will coordinate all access to properties where to complete survey field work.
17. Olsson will request utility company data at the outset of the project. City will manage utility coordination, distributing plans, and other items to facilitate relocations as necessary.
18. The City will complete the waterline design, including previously designed sections (Olsson will provide the survey and base files for the City's use).
19. As-Built Drawings – Contractor is responsible for providing as-built elevations for tops and flowlines of the storm sewer and sanitary sewer structures, and necessary plans for submittal to the City.

EXCLUSIONS

Anything not specifically outlined in this scope of service, including but not limited to:

1. Water line design
2. Water system modeling and updates
3. As-built survey/drawings
4. Structural design including retaining wall design (>4')
5. Decorative, pedestrian, and street lighting
6. Traffic studies, traffic signal, lighting, and ITS design
7. Utility design (overhead power, gas, and telecommunications)
8. Detention or stormwater quality design
9. Environmental Permitting
10. Permitting Fees of any kind
11. Geotechnical investigation
12. Pavement design
13. Utility Coordination
14. Staking for utility relocation
15. Shop drawing reviews
16. Pre-construction and bid opening meeting attendance
17. Construction Staking
18. Right-of-way monumentation
19. Construction observation, testing, and inspection



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154 | CONTACT NAME: Debi Dodson | | | | | | | | | | | | | | | |
|--|---|---|-------------------------------|--------|---|-------|---------------------------------------|-------|--|-------|--------------------------------------|-------|--|-------|-------------|--|
| | PHONE (A/C, No, Ext): 402.964.5412 | FAX (A/C, No): 402.557.6325 | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: ddodson@ssgi.com | | | | | | | | | | | | | | | | |
| INSURED 5761 Olsson Associates, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Ind. Co. Of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER D : TRAVELERS IND CO OF AMER</td> <td>25666</td> </tr> <tr> <td>INSURER E : ACE AMERICAN INSURANCE COMPANY</td> <td>22667</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Ind. Co. Of America | 25666 | INSURER B : Charter Oak Fire Ins. Co. | 25615 | INSURER C : Travelers Property Casualty Co of Amer | 25674 | INSURER D : TRAVELERS IND CO OF AMER | 25666 | INSURER E : ACE AMERICAN INSURANCE COMPANY | 22667 | INSURER F : | |
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| INSURER E : ACE AMERICAN INSURANCE COMPANY | 22667 | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 974854436

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|--|------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | P-630-8D707184 | 1/1/2018 | 1/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | P-810-1E019141 | 1/1/2018 | 1/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | PSM-CUP-9H235899 | 1/1/2018 | 1/1/2019 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | PVYCNUB-8D98059 | 1/1/2018 | 1/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional Liability Claims Made | | | EON G25589993 | 1/1/2018 | 1/1/2019 | PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carrier AM Best's Ratings A+XV.
 Project: Design of improvements to NE 76th Street from N. Oak Trafficway to N. Brooklyn. 10 days written notice of cancellation provisions apply to certificate holder as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Gladstone, MO PO Box 10719 Gladstone MO 64118 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Debra A. Dodson</i> |
|---|---|

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