

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 200-14

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** October 20, 2014

**Re:** Professional Engineering Services Agreement for the Garth Avenue Sidewalk Project

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** Maps

## Executive Summary

Authorizing the City Manager to execute a Professional Engineering Services agreement with Shafer, Kline and Warren, Inc., related to the Garth Avenue Sidewalk project. Tasks include design engineering of pedestrian push buttons and signals, ramps, crosswalks to meet ADA requirements, and sidewalk along the east side of Garth Avenue from Worley Street north to the existing sidewalk.

## Discussion

The Garth Avenue Sidewalk project consists of approximately 560 linear feet of sidewalk on the east side of Garth Avenue, bounded to the south by Worley Street, and the north by the northernmost entrance to Oak Towers. The sidewalk will be either five feet wide with a minimum of two feet of green space, or six feet wide at the back of curb where necessary due to space limitations. The project also includes a crosswalk across Noble Court, reconstruction of seven (7) private driveways to meet ADA requirements, and pedestrian pushbutton upgrades at the northeast corner of Garth Avenue and Worley Street.

This project has been endorsed by the Columbia Housing Authority, and the design of the project is funded by a Community Development Block Grant (CDBG). The grant funds for the design portion must be spent by October 2015. The construction concept cost estimate for this project is \$123,000, and the start date of construction will depend on future funding.

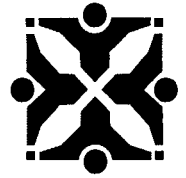
## Fiscal Impact

**Short-Term Impact:** The engineering agreement is for a not to exceed amount of \$23,585.32, and will be funded by CDBG. The construction concept cost estimate is \$123,000, and although the construction portion is currently unfunded, additional CDBG funds are anticipated to be received in August of 2016.

**Long-Term Impact:** The increase in maintenance costs will be approximately \$600 annually.

# City of Columbia

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## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Infrastructure

## Suggested Council Action

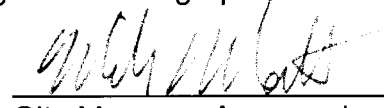
Authorize the City Manager to execute a Professional Engineering Services agreement with Shafer, Kline and Warren, Inc. for the Garth Avenue Sidewalk project.

## Legislative History

4/28/2014 - Project endorsed by Columbia Housing Authority

5/15/2013 - Public Works applied for CDBG funding for the design portion of this project

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_ Council Bill No. R 200-14

**A RESOLUTION**

authorizing an agreement for professional engineering services with Shafer, Kline & Warren, Inc. for design of the Garth Avenue sidewalk project, between Worley Street and Sexton Road.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional engineering services with Shafer, Kline & Warren, Inc. for design of the Garth Avenue sidewalk project, between Worley Street and Sexton Road. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**AGREEMENT  
For  
PROFESSIONAL ENGINEERING SERVICES  
Between  
THE CITY OF COLUMBIA, MISSOURI  
And  
SHAFER, KLINE & WARREN, INC.**

THIS AGREEMENT made as of \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Shafer, Kline & Warren, Inc., hereinafter called the ENGINEER.

WITNESSETH, that whereas the CITY intends to make improvements as described below, hereinafter called the PROJECT, consisting of the following:

**GARTH AVENUE SIDEWALK PROJECT (WORLEY STREET TO SEXTON ROAD). This project includes the construction of new concrete sidewalk on the east side of Garth Avenue within the limits above, which will also include, as appropriate, modifications to existing private drives, Noble Court intersection, utilities, grading, and curbs including associated easements and right-of-way acquisition as required.**

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

ENGINEER shall serve as CITY's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

**SECTION 1 - AUTHORIZATION OF SERVICES**

1.1 ENGINEER shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

**SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated 09-18-2014.

2.1.2 The ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. The ENGINEER shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of the ENGINEER without the written approval of the CITY.

<u>Name and Title</u>	<u>Assignment</u>
<b>Steve Schultz, P.E., Area Engineer</b>	<b>Project Manager / Leader</b>
<b>Jerry Johnson, P.E., Principal</b>	<b>Principal &amp; QA/QC</b>
<b>Daryl Taylor, P.E., Sr. Project Manager</b>	<b>Project Designer</b>
<b>David Ausmus, E.I., Survey Manager</b>	<b>Survey Coordinator</b>

All of the services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 The ENGINEER shall furnish such periodic reports as the CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by the CITY to assure proper accounting for all project funds. These records must be available to the CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

### SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

#### 3.1 General

If authorized in writing by CITY, and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

- 3.1.1 Financial Consultation  
Consult with CITY's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements
- 3.1.2 Property Procurement Assistance  
Provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 3.1.3 Obtaining Services of Others  
Provide through subcontract the services or data set forth in Attachment A.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services  
Services not specifically defined heretofore that may be authorized in writing by CITY.

#### SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to CITY's requirements for the PROJECT.
- 4.2 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Basic Services," dated 09-18-2014.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.
- 4.6 Designate John Glascock, P.E., as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies

and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

#### SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed by June 5<sup>th</sup>, 2015. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

#### SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective for the duration of the project, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ENGINEER.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ENGINEER.

6.1.1.5 For time spent by outside individual professional consultants employed by ENGINEER in providing services to CITY, the cost to ENGINEER. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein shall not exceed **\$23,585.32**.

## 6.2 Payments

6.2.1 The ENGINEER shall submit an invoice for services rendered to the CITY not more than once every month. Upon receipt of the invoice and progress report, the CITY will, as soon as practical, pay the ENGINEER for the services rendered, provided the CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by the CITY, the five percent (5%) of these services retained by the CITY will be paid to the ENGINEER.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

7.1.1 ENGINEER'S INSURANCE: ENGINEER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ENGINEER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ENGINEER under this contract

**Commercial General Liability** ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability



or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

**Professional Liability** ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two **(2)** years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

**Business Automobile Liability** ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation Insurance & Employers' Liability** ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the ENGINEER shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Excess/Umbrella Liability** The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

**Additional Insured** ENGINEER agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

**Waiver of Subrogation** ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENGINEER agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** ENGINEER agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

**Right to Revise or Reject** CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2                    **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by

law, ENGINEER shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of ENGINEER, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ENGINEER or a subcontractor for part of the services), of anyone directly or indirectly employed by ENGINEER or by any subcontractor, or of anyone for whose acts the ENGINEER or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require ENGINEER to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.1.3                    **Professional Oversight Indemnification**

The ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER's representations that ENGINEER is a skilled professional and fully able to provide the services set out in this Agreement. In addition

to any other indemnification set out in this Agreement, ENGINEER agrees to defend, indemnify and hold and save harmless the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY's alleged negligence in hiring or failing to properly supervise the ENGINEER.

The insurance required by this Agreement shall include coverage which shall meet ENGINEER's obligations to indemnify the CITY as set out above and the CITY shall be named as co-insured for such insurance.

## 7.2 Professional Responsibility

7.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER's failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER's services for the PROJECT.

7.2.2 In addition, ENGINEER will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

## 7.3 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

## 7.4 On-Site Services

PROJECT site visits by ENGINEER during construction shall not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the plans and specifications.

## 7.5 Changes

CITY shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation, upon execution of

a mutually acceptable amendment or change order signed by an authorized representative of the CITY and the President or any Vice President of the ENGINEER.

#### 7.6 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in his services or if CITY fails to make any payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER's bill therefor, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

#### 7.7 Termination

Services may be terminated by the CITY at any time and for any reason, and by the ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by the CITY through no fault of the ENGINEER, by ten (10) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of CITY's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of the CITY become its property.

Further, the ENGINEER shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by ENGINEER and the CITY may withhold any payments due the ENGINEER for the purpose of set-off until such time as the exact amount of damages to the CITY, if any, is determined.

#### 7.8 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the PROJECT. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to ENGINEER. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ENGINEER's activities pertaining to any such publication shall be paid entirely by ENGINEER.

#### 7.9 Nondiscrimination

During the performance of this Agreement, ENGINEER agrees to the following:

7.9.1. ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 ENGINEER shall, in all solicitation or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

7.9.3 ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

CITY and ENGINEER each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens

7.14            Employment of Unauthorized Aliens Prohibited

7.14.1           ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2           As a condition for the award of this contract ENGINEER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3           ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15            No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

7.16            Entire Agreement

This Agreement represents the entire and integrated Agreement between ENGINEER and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to ENGINEER's services described herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.  
*440-8300-523.40-23, 000602*

\_\_\_\_\_  
Director of Finance

ENGINEER

By: *Steven R. Schultz*  
Steven R. Schultz, P.E.,  
Area Engineer / Office Manager

By: *Gerald C. Johnson*  
Gerald C. Johnson, P.E.  
Vice President  
Manager, Infrastructure Services

## **NOTICE TO VENDORS**

### **Section 285.525 – 285.550 RSMo Effective January 1, 2009**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).





Company ID Number: 178216

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Shafer, Kline and Warren, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 178216

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: Shafer, Kline and Warren, Inc.

Janet Jakobe-Gray

Name (Please Type or Print)

Human Resources Manager

Title

*Electronically Signed*

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/09/2009

Date

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

**Effective 1/1/2009**

County of Boone )  
 ) ss.  
State of Missouri )

My name is Janet Jakobe-Gray. I am an authorized agent of Shafer, Kline & Warren, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

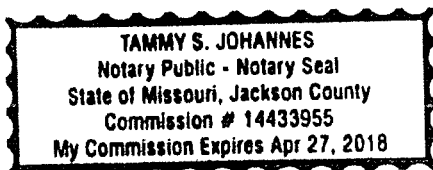
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Janet Jakobe-Gray  
Affiant

Janet Jakobe-Gray  
Printed Name

Subscribed and sworn to before me this 20<sup>th</sup> day of August, 2014.

Tammy S. Johannes  
Notary Public



## **ATTACHMENT A**

### **SCOPE OF BASIC SERVICES - GARTH AVENUE SIDEWALK** (09-18-14)

Attached to and made a part of the **AGREEMENT For PROFESSIONAL ENGINEERING SERVICES** dated \_\_\_\_\_, by and between the City of Columbia, MO and Shafer, Kline & Warren, Inc., in respect to **Garth Avenue Sidewalk**, the “Project” described therein.

#### **SCOPE OF BASIC SERVICES**

For the compensation outlined in this Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW’s work and SKW assumes no responsibility to perform any services not specifically listed.

- **PROJECT DESCRIPTION**

The project generally consists of designing 560 lineal feet of sidewalk on the east side of Garth Avenue bounded to the south by Worley Street and the north by the northernmost entrance to Oak Towers. There is not currently a sidewalk in the project area. The sidewalk will either be 5’ wide and a minimum of 2’ off the back of street curb, and/or a combination of 6’ wide sidewalk abutting the street curb. The project sidewalk will cross 7 private entry driveways and the intersection of Noble Drive. The design will be in accordance with City of Columbia standards including ADA Design Guides.

There is one gutter storm inlet along Garth Avenue that may be replaced or adjusted. No additional stormwater design or improvements are required.

Utilities in the project area includes, but not limited to: Water, Electric, Stormwater, and Sanitary Sewer. Utility relocation or adjustment may be required.

Partial funding for the project is through the Community Development Block Grant (CDBG) which requires project completion by September 1, 2015. The City will manage the CDBG project requirements including bid manual and environmental review. The City will also provide bid phase services, construction administration and observation. The City will provide standard technical details and specification for the project except for non-standard instances. Any and all permits and clearances will be the responsibility of the City.

Temporary and Permanent Easement acquisition will be the responsibility of the City. SKW will provide the legal description of the temporary and permanent easement(s). Coordination of any driveway closures and communication with the affected parties will be the responsibility of the City.

- **SURVEY & EASEMENTS** - The Engineer will:

1. conduct topographic, property surveys, utility surveys, and title searches sufficient to develop plans for the project;
2. request MO One-Call utility locates;
3. data collection including existing street plans, existing plat maps, and aerial images;
4. arrange for a Title Search of up to 8 properties, on a subcontract basis;
5. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the City by writing up to 8 easements needed for the project;
6. provide horizontal and vertical control;

- **PRELIMINARY DESIGN PHASE** - The Engineer will:

1. In conjunction with the City, determine the needs for the project;
2. arrange for a Phase 1 Environmental Report, on a subcontract basis;
3. develop property owner letter for use by the City;
4. study the project site including existing utilities;
5. develop preliminary plans (22" x 34") in AutoCAD and recommend to the City the best overall general design based on these studies including:
  - i. Cover Sheet
  - ii. Plan and Profile Sheet
  - iii. Erosion Control
  - iv. Sidewalk Details
  - v. Construction Details
6. submit preliminary plans, estimates and studies for review to the City;
7. Attend 4 meetings including kick-off, utility coordination, site meeting, and interested parties;
8. Prepare exhibits for the interested parties meetings on foam core showing the plan view of the project.

- **FINAL DESIGN PHASE** - The Engineer will:

1. Prepare for the City's review a detailed set of construction plans (22" x 34") in AutoCAD including:
  - i. Cover
  - ii. Plan & Profile Sheet
  - iii. Private Drive and Street Profile
  - iv. Traffic Control
  - v. Erosion Control
  - vi. Cross Section 1
  - vii. Cross Section 2
  - viii. Sidewalk and Ramp Details
  - ix. Construction Details
  - x. Quantities Sheet
  - xi. Crosswalk Signalization Design
2. Prepare final plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
3. Provide documents in digital format and submitted electronically to the City.
4. Modification of the existing ramp/signal at the intersection of Garth and Worley including electrical design.

### **ADDITIONAL SERVICES**

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

1. Stormwater analysis or design.
2. Permit Fees and/or Acquisition.
3. Environmental Permits, Clearances, or Review beyond the Phase I environmental study conducted by a subcontractor.
4. Shop Drawing Review.
5. Structural design including retaining walls.
6. Landscape or Arborist consultation.
7. Preparation of the Project Manual, Bidding Services, Contract Administration and Construction Observation.

### **EXCLUDED SERVICES**

In addition to the Basic Services outlined above, SKW has offered and recommended certain other services which are deemed necessary or advisable for the Project. The client has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement.

1. N/A.

### **TIME FOR COMPLETION**

1. See attached Schedule of Completion for general Completion Schedule. Generally:
  - a. Notice to Proceed (10-08-14)
  - b. Field Survey Completed (11-06-14)
  - c. Preliminary Plans Completed (12-30-14)
  - d. Final Plans Completed (06-05-15)



Garth Avenue Sidewalk - Design Fee Estimate  
City of Columbia, MO  
(09-18-14)

TOTAL FEE ESTIMATE:	\$ 23,585.32
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[illegible]

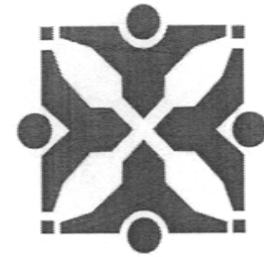
TOTAL FEE ESTIMATE:	\$ 23,585.32
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# Garth Avenue Sidewalk

## Estimated Schedule

### 09-18-14



SHAFER, KLINE & WARREN, INC.

ID	Task Name	Duration	Start	Finish	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15
1	<b>CONTRACT</b>	<b>30 days</b>	<b>Wed 9/17/14</b>	<b>Tue 10/28/14</b>													
2	<b>Scope / Contract</b>	<b>30 days</b>	<b>Wed 9/17/14</b>	<b>Tue 10/28/14</b>													
3	Meet with City Staff to define project scope	1 day	Wed 9/17/14	Wed 9/17/14			SKW / City										
4	Submit Preliminary Engineering Contract	1 day	Fri 9/19/14	Fri 9/19/14			SKW										
5	Staff Review & Comment of Contract	10 days	Mon 9/22/14	Fri 10/3/14			City										
6	City Approval of Contract	15 days	Mon 10/6/14	Fri 10/24/14				City / MoDOT									
7	Notice to Proceed	1 day	Mon 10/27/14	Mon 10/27/14				City									
8	Revise Project Schedule	1 day	Tue 10/28/14	Tue 10/28/14				SKW									
9	<b>PRELIMINARY ENGINEERING SERVICES</b>	<b>98 days</b>	<b>Wed 10/29/14</b>	<b>Fri 3/13/15</b>													
10	<b>Data Acquisition / Kick Off Meeting</b>	<b>16 days</b>	<b>Wed 10/29/14</b>	<b>Wed 11/19/14</b>													
11	Kick Off Meeting	1 day	Wed 10/29/14	Wed 10/29/14													
12	Contract Phase 1 Environmental	15 days	Thu 10/30/14	Wed 11/19/14													
13	MO One-Call	10 days	Wed 10/29/14	Tue 11/11/14				SKW									
14	Obtain original roadway plans if available	5 days	Wed 10/29/14	Tue 11/4/14				City									
15	Contract with Title Company	5 days	Wed 10/29/14	Tue 11/4/14				SKW / City									
16	<b>Site Survey</b>	<b>20 days</b>	<b>Wed 10/29/14</b>	<b>Tue 11/25/14</b>													
17	Obtain Existing Plat	5 days	Wed 10/29/14	Tue 11/4/14				SKW									
18	Perform Title Search	15 days	Wed 11/5/14	Tue 11/25/14				SKW									
19	Survey / Topo Project Area	10 days	Wed 11/12/14	Tue 11/25/14				SKW									
20	Utility Meeting	1 day	Wed 11/12/14	Wed 11/12/14													
21	<b>Preliminary Design</b>	<b>87 days</b>	<b>Thu 11/13/14</b>	<b>Fri 3/13/15</b>													
22	Layout Draft Design of Sidewalk	5 days	Thu 11/13/14	Wed 11/19/14				SKW									
23	Prepare Draft Plans and review with staff	20 days	Thu 11/20/14	Wed 12/17/14					SKW								
24	Revise Draft Design	1 day	Thu 12/18/14	Thu 12/18/14					SKW / City								
25	Prepare Exhibits for Interested Parties Meeting	5 days	Thu 12/18/14	Wed 12/24/14					SKW								
26	Prepare Construction Cost Estimate	5 days	Fri 12/19/14	Thu 12/25/14					SKW								
27	Provide Preliminary Plans and Construction Estimate	10 days	Fri 12/26/14	Thu 1/8/15					SKW								
28	Review/Comment/Approve Design	3 days	Fri 1/9/15	Tue 1/13/15						City							
29	Revise Preliminary Design / Project Schedule / Budget	3 days	Wed 1/14/15	Fri 1/16/15						SKW							
30	Public Hearing	40 days	Mon 1/19/15	Fri 3/13/15													
31	<b>FINAL DESIGN SERVICES</b>	<b>85 days</b>	<b>Mon 3/16/15</b>	<b>Fri 7/10/15</b>													
32	<b>Plans / Specifications / Easements / Property Acquisition</b>	<b>85 days</b>	<b>Mon 3/16/15</b>	<b>Fri 7/10/15</b>													
33	Prepare Easements and Property Acquisition Docs as required	5 days	Mon 3/16/15	Fri 3/20/15						SKW							
34	Acquire Easements and/or Property for project as required	80 days	Mon 3/23/15	Fri 7/10/15												City	
35	Prepare Detailed Plans	20 days	Mon 3/23/15	Fri 4/17/15													
36	Prepare Detailed Specifications	5 days	Mon 3/23/15	Fri 3/27/15						SKW							
37	Prepare Bid Documents per City standard formats	5 days	Mon 3/23/15	Fri 3/27/15						SKW							
38	Review Plans/Specifications/Bid Docs	5 days	Mon 3/30/15	Fri 4/3/15						City							
39	Revise Plans/Specifications/Bid Docs	5 days	Mon 4/6/15	Fri 4/10/15							SKW						
40	Deliver Electronic Files for bidding	1 day	Mon 4/13/15	Mon 4/13/15								SKW					

Date: Thu 9/18/14





### HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170	Administrative Assistant	\$70
Client Liaison	135	Secretarial/Clerical	55
Engineer VI	150	Engineering Technician V	105
Engineer V	135	Engineering Technician IV	95
Engineer IV	125	Engineering Technician III	80
Engineer III	115	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	55
Landscape Architect IV	125	Construction Observer IV	90
Landscape Architect III	110	Construction Observer III	85
Landscape Architect II	100	Construction Observer II	75
Landscape Architect I	85	Construction Observer I	65
Landscape Designer	70	Registered Land Surveyor III	120
Planner IV	120	Registered Land Surveyor II	110
Planner III	110	Registered Land Surveyor I	95
Planner II	100	Survey Crew	145
Planner I	85	Survey Crew Leader	85
GIS Consultant V	125	Survey Crew Member	60
GIS Consultant IV	115	Survey Technician V	100
GIS Consultant III	100	Survey Technician IV	90
GIS Consultant II	85	Survey Technician III	80
GIS Consultant I	70	Survey Technician II	70
Controls Technician III	90	Survey Technician I	60
Controls Technician II	80	Data Technician	60
Controls Technician I	60	Hydrographic Specialist	100
 Equipment Costs (Hourly Rate)			
GPS Survey Receiver			\$20
High Definition Scanner			\$150
Hydro-Survey Boat (Prowler)			\$150

*Note #1*

*The hourly rate shown for Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.*

*Note #2*

*All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 10% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of truck/van mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.*

Effective January 1, 2014

Client#: 52

SHAFEKLINE

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/03/2014

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 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 <b>Marsh &amp; McLennan Agency, LLC</b> 7015 College Blvd., Suite 400 Overland Park, KS 66211 913 491-1999	CONTACT NAME: <b>Lindsay Pusateri</b>	
	PHONE (A/C, No, Ext): <b>913 491-1999</b>	FAX (A/C, No): <b>913-906-0088</b>
INSURED <b>Shafer, Kline &amp; Warren, Inc.</b> <b>SKW Enterprise Solutions, Inc.</b> 11250 Corporate Ave. Lenexa, KS 66219-1392	E-MAIL ADDRESS: <b>lindsay.pusateri@haakeins.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Massachusetts Bay Insurance Com</b>	NAIC #: <b>22306</b>
	INSURER B: <b>The Hanover Insurance Company</b>	<b>22292</b>
	INSURER C: <b>Accident Fund Ins Co of America</b>	<b>10166</b>
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<b>ZDK923131303</b>	<b>08/01/2014</b>	<b>08/01/2015</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<b>ADK922598303</b>	<b>08/01/2014</b>	<b>08/01/2015</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>NIL</b>		<b>UHK923131603</b>	<b>08/01/2014</b>	<b>08/01/2015</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N/A</b>	<b>WCV60676940</b>	<b>08/01/2014</b>	<b>08/01/2015</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**Project: Garth Avenue Sidewalk Project**


City of Columbia is listed as an Additional Insured in regards to project listed. Waiver of Subrogation applies to General & Auto Liabilities and to Workers' Compensation as allowed by law.

**CERTIFICATE HOLDER****CANCELLATION**

**City of Columbia**  
**PO Box 6015**  
**Columbia, MO 65205**

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



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Client#: 18926

SHAKLIPC

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/03/2014

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 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).

<b>PRODUCER</b> Holmes Murphy-Kansas 6300 W. 143rd Street Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223		<b>CONTACT NAME:</b> Monica Wilks <b>PHONE (A/C, No, Ext):</b> 913 660-1220 <b>E-MAIL ADDRESS:</b> mwilks@holmesmurphy.com <b>FAX (A/C, No):</b> 866 501-3940	
<b>INSURED</b> Shafer, Kline & Warren, Inc. 11250 Corporate Ave. Lenexa, KS 66219		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: XL Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

## COVERAGES

## CERTIFICATE NUMBER:

## 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 SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9718208	09/06/2014	09/06/2015	\$2,000,000 per claim \$2,000,000 annl aggr

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

Re: Garth Avenue Sidewalk Project (Worley Street to Sexton Road)

## CERTIFICATE HOLDER

## CANCELLATION

City of Columbia, Missouri Public Works Department 701 E. Broadway Columbia, MO 65205-6015	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>Karen Boyer</i>
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## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps



