



## **RE: CHEYENNE ROAD MULTI-USE PATH ENGINEERING SERVICE CONTRACT WITH OLSSON ENGINEERING**

### **ORDINANCE #2023-51**

#### **Background:**

In May of this year, the Council passed Resolution #2023-20 authorizing the City Administrator to apply for and accept Transportation Alternatives Program grant funds and to utilize ARPA monies for the Cities portion of a Multi -Use trail from the Cheyenne Valley development to Summitt Elementary School.

In September, a Program Agreement was passed by Ordinance for Transportation Alternative Project funds to be made available for an 80% cost share through the Federal Highway Administration, the Missouri Department of Transportation, and the Ozarks Transportation Organization. Providing an opportunity to complete this proposed multi-use trail at a fraction of the \$880,000.00 plus estimate.

We are now at the Engineering phase of the Federal Funding process.

#### **Analysis:**

An Engineering Request for Qualifications (RFQ) was advertised with five firms replying. Criteria for this selection was experience, technical competence, capacity & capability, and past record of performance. Olsson was chosen as the best qualified for this project.

#### **Recommendation:**

It is staffs recommendation that Council pass this Ordinance and enter into this Engineering Service Contract with Olsson for the multi-use path along Cheyenne Road.

#### **MEMO PREPARED BY:**

**Jeff Roussell** | Street Superintendent

jroussell@nixa.com | 417-725-2353

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE AN ENGINEERING SERVICES CONTRACT WITH**  
3 **OLSSON ENGINEERING FOR THE MULTI-USE PATH ALONG CHEYENNE ROAD.**  
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6 **WHEREAS** City Council, by its adoption of Resolution 2023-30 in May of 2023,  
7 authorized the City Administrator to apply for and accept Transportation Alternatives  
8 Program Grant funding to help fund a multi-use path from the Cheyenne Valley  
9 subdivision to Summit Elementary School; and  
10

11 **WHEREAS** in September 2023, by passage of Ordinance 2329, the City Council  
12 authorized the execution of a Program Agreement to authorize an 80% cost share to  
13 complete the project; and  
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15 **WHEREAS** the City Council desires to authorize the City Administrator to execute  
16 the Contract attached hereto as “Council Bill Exhibit A” with Olsson Engineering to provide  
17 engineering services related to the project.  
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19 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
20 **NIXA, AS FOLLOWS, THAT:**  
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22 **SECTION 1:** The City Administrator, or designee, is hereby authorized and  
23 directed to execute the contract document attached hereto as “Council Bill Exhibit A” with  
24 Olsson Engineering. Said Contract shall be in substantially similar form as the document  
25 attached hereto, and incorporated herein by this reference, as “Council Bill Exhibit A.”  
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27 **SECTION 2:** The City Administrator and the officers of the City are hereby  
28 authorized to do all things necessary or convenient to carry out the terms and intent of  
29 this Ordinance.  
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31 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final  
32 passage by the City Council and after its approval by the Mayor, subject to the provisions  
33 of section 3.11(g) of the City Charter.  
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47 **ADOPTED BY THE COUNCIL THIS 11th DAY OF December, 2023.**

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ATTEST:

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52 \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

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55 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

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ATTEST:

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MAYOR

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CITY CLERK

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63 APPROVED AS TO FORM:

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CITY ATTORNEY

**SPONSOR:** City of Nixa  
**LOCATION:** Cheyenne Road  
**PROJECT:** TAP 9901-(860)

*THIS CONTRACT* is between the City of Nixa Missouri, hereinafter referred to as the "Local Agency", and *Olsson Engineering* hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Transportation Alternative Program*, coordinated through the Missouri Department of Transportation ("MoDOT"), the Local Agency intends to Construct a multi-use path and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A under this Article.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 5% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 5% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Shaffer & Hines 731 W Mt. Vernon Nixa Mo. 65714	Survey	\$15,400.00	\$15,400.00	6.38%

**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

## **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

## **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. Plans, Specifications, and Estimates (“PS&E”) Approval by MODOT shall be completed by October 1<sup>st</sup>, 2024.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$15,505.06, with a ceiling established for said design services in the amount of \$142,815.88, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$11,179.63, with a ceiling established for said inspection services in the amount of \$98,548.8, which amount shall not be exceeded.

Construction Engineering costs within this Engineering Service Contract are dependent on selected consultant meeting timelines that have been pre-determined by the Ozarks Transportation Organization and Federal Highway Administration for project TAP 9901-860.

- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 56.55% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at 113.85% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress

report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one- and one-half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Shaffer & Hines	731 W Mt. Vernon Nixa, MO 65741	Survey

### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

### **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by the Federal Highway Administration ("FHWA"). Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

## **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**



The Local Agency will determine the acceptability of work performed under this contract and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. The Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

#### **ARTICLE XX – INSURANCE**

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary  
Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

**[Remainder of Page intentionally left blank. Signature Page follows.]**

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



## ATTACHMENT A

### Scope of Services

**STATEMENT OF SCOPE.** It is expected that the selected firm/consultant will perform the following services:

#### **Task 1: Preliminary Engineering and Design**

Activities necessary to complete the environmental document (including FHWA concurrence and approval), conduct public involvement, complete preliminary design, and coordination with utilities. This work will include, but is not limited to the following activities:

- Respond to MoDOT Environmental requests for information and finalize the MoDOT Request for Environmental Review.
- Perform initial surveys, soil investigations, etc. as needed for preliminary design.
- Determine the limits of the project.
  - Hold a meeting with City of Nixa and other stakeholders to discuss alternatives for preliminary design preparation
- Prepare preliminary design plans.
  - Prepare an initial opinion of construction costs based on preliminary design to discuss budget and make modifications as needed.
- Prepare utility location and conflict plans.

This task will be considered complete upon receiving environmental approval from FHWA and MoDOT, and Nixa approval of all deliverables.

#### **Task 2: Final Design**

Design activities to prepare final construction plans, specifications, and estimates; further coordination with and execution of contracts with utilities for adjustments and relocations per the conflict plans; preparation of right of way plans and final right of way acquisition if needed; preparation of final mitigation plans and submittal of appropriate permits.

This work will include, but is not limited to the following activities:

- Engineering, geotechnical services and surveying activities necessary to prepare final design plans, specifications and estimates (PS&E). The PS&E will consist of, but not be limited to the following:

- o Typical Sections, Horizontal and vertical alignments, Trail Cross sections, Drainage/Structure Details, Erosion Control Plans, Stabilization Plan, Traffic Control Plans, Construction Details, Quantities, Signing/Marking Plan.
- o The PS&E will include all applicable items shown in the Missouri Department of Transportation, Local Public Agency – Final PS&E Submittal Checklist –136.9.1
- o Associated permitting/compliance, including any coordination with permitting agencies to obtain permits.
- o Preparation of a Storm Water Pollution Prevention Plan
  - o Preparation of bid and contract documents and receive approvals as applicable.
- o Assisting the City of Nixa in advertising, bidding and contract award.
- o Attend any pre-bid meetings and be available for questions and clarifications prior to the bid opening.

This task will be considered complete upon delivery and approval of final construction plans,

specifications, estimates, certifications and permits, and upon MoDOT and City of Nixa approval of all deliverables.

### **Task 3: Construction Engineering**

Work with the construction contractor on behalf of the City of Nixa to assist with preconstruction conference(s). Assist with construction questions throughout project. .

- Structure layout
- Excavation and backfilling
- Driving pile
- Checking of reinforcing steel prior to concrete placement
- Concrete batching and pouring
- Placement of girders
- Placement of surfacing materials
- Conduct inspection and testing of construction materials
- Check shop drawings submitted by contractor
- Verifying work indicated in invoices from the contractor has been completed
- Assist in any needed review of design related questions during construction.
- Prepare and approve any change orders needed as a result of needed design modifications during construction.
- Issue stamped revisions of the construction plans if needed.
- Review and Approve submittals/shop drawings as needed for the project.
- Perform final walk through of the project with City of Nixa inspectors.
- Prepare record drawings and provide in digital format acceptable to the City of Nixa. .
- Other special engineering services as required to complete the project.

This task will be considered complete upon completion of construction, final inspection and acceptance of Nixa, Nixa approval of final contractor invoice, and upon MoDOT, Nixa and OTO approval of all deliverables.

**TIMELINE CONSIDERATIONS.** The following dates represent key milestones for the project:

- October 1st , 2023 - Consultant Selected
- December 4, 2023 - Contract Signed
- July, 2024 - Task 1 Completed and all deliverables provided
- October, 2024 - Task 2 Completed and all deliverables provided, including PS&E submittal and final approval
- December, 2024 – Construction project Bid
- January, 2025 – Bids opened
- February, 2025 – Bid Awarded
- April, 2025 – Task 3 begins
- April, 2025 – Construction begins if possible.

**DELIVERABLES.** The consultant will have provided the following deliverables at the conclusion of the project:

**Task 1:**

- Survey data
- Project Limits
- Conceptual Plans for Alternatives to consider, including cost comparisons.
- Finalized MoDOT Request for Environmental Review
- FHWA and MoDOT approved Environmental Document
- Preliminary design plans (including ROW and Utilities Plan sheets)

- **Engineer's estimate of probable construction cost and any spreadsheets, hand calculations, notes, or other supporting information.**
- **Required Permits**
- **Meeting Minutes and Materials**

**Task 2:**

- **Final Plans, Specifications and Estimate (PS&E)**
- **Bid Documents**
- **Award of construction contract**
- **Construction Notice to Proceed is issued by MoDOT**

**Task 3:**

- **Bi-weekly reports of work completed**
- **Monthly meetings to verify work completed as submitted in contractor invoices**
- **Record drawings and provide in digital format acceptable to the City of Nixa.**
- **Upon completion of the project, all project diaries.**

**ATTACHMENT B**

<b>Exhibit B</b> <b>ESTIMATED COST PLUS FIXED FEE</b> <b>Cheyenne Road Trail</b>	 <b>Olsson By: JWP</b>  <b>Date: 10/23/2023</b>
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Task	Description	Hours	Direct Labor
1	Project Management	84	\$ 4,486.00
2	Survey Services (See Subconsultant)	0	\$ -
3	Request for Environmental Review	62	\$ 2,290.00
4	Preliminary Plans (50%)	396	\$ 16,426.00
5	Right-of-Way Plans (60%)	39	\$ 1,594.00
6	Final Plans	344	\$ 14,048.00
7	Final PS&E and Bidding	47	\$ 2,114.00
8	Construction Inspection	878	\$ 29,532.00

**Total Hours 1850**  
**Estimated Direct Labor Cost \$ 70,490.00**

**Summary by Job Classification**

Classification	Hours
Team Leader	14
Project Manager	155
Project Engineer	77
Associate Engineer	361
Designer	96
Senior Technician	265
Senior Scientist	20
Associate Scientist	40
Sr. Const. Manager	82
<u>Asst. Const. Mngr.</u>	<u>740</u>
<b>Total</b>	<b>1850</b>

**ESTIMATED DIRECT LABOR COSTS \$ 70,490.00**

**Payroll Additives (Direct Overhead) 56.55% \$ 39,862.10**  
**General and Administrative (Indirect Overhead) 113.85% \$ 80,252.87**  
**Fixed Fee 14.00% \$ 26,684.69**

**Subtotal = \$ 217,289.65**

**Facilities Capitol Cost of Money =**

**0.70% \$ 493.43**

**Subtotal (A) = \$ 217,783.08**

Subconsultants (B)	Service	DBE	% of Job	Fee
Shaffer & Hines	Survey	Yes	6.38%	\$ 15,400.00
				<b>Subtotal (B) = \$ 15,400.00</b>

**Direct Expenses (C)**

Plots	100 Plots @	\$ 0.50	=	\$50.00
Mileage	13878 Miles @	\$ 0.56	=	\$7,771.68
Meals	5 Meals @	\$ 12.00	=	\$60.00
Misc (incidentals, postage, etc.)	1 LS @	\$ 300.00	=	\$300.00
				<b>Subtotal (C) = \$ 8,181.68</b>

**ESTIMATED TOTAL FEE (Engineering Services) (A) + (B) + (C) = \$ 241,364.76**



MAN-HOUR ESTIMATE - Cheyenne Road Trail



Hourly Rate	\$75.00	\$62.00	\$52.00	\$42.00	\$39.00	\$32.00	\$45.00	\$31.00	\$50.00	\$30.00				
Task No.	Description of Work Items / Tasks	TL	PM/SE	Project Engineer	Associate Engineer	Designer	Senior Technician	Senior Scientist	Associate Scientist	Sr. Constr. Manager	Assist. Const. Manager	Total Manhours	Total Labor Fee	Subtotal
<b>100</b>	<b>Project Management</b>													
	Project Management & General Coordination		12									12	\$744	\$744.00
	Utility Review/Coordination (Assume 1 virtual meeting)		12		12							24	\$1,248	\$1,248.00
	Project Meetings (Assume 12 virtual meetings)		12		12							24	\$1,248	\$1,248.00
	Public Meeting & Prep (Assume 1 meeting)	6	6		4		8					24	\$1,246	\$1,246.00
		6	42	0	28	0	8	0	0			84		\$4,486.00
<b>200</b>	<b>Survey Services (See Subconsultant)</b>													
		0	0	0	0	0	0	0	0			0		\$0.00
<b>300</b>	<b>Request for Environmental Review</b>													
	Environmental/Historical Review (PCE)	2						20	40			62	\$2,290	\$2,290.00
		2	0	0	0	0	0	20	40			62		\$2,290.00
<b>400</b>	<b>Preliminary Plans (50%)</b>													
	Review As-builts & Existing Conditions		1		4		4					9	\$358	\$358.00
	Trail Geometrics & Modeling		12		96							108	\$4,776	\$4,776.00
	Preliminary Design													
	Title Sheet		1				8					9	\$318	\$318.00
	Typical Sections		2		4		8					14	\$548	\$548.00
	General Notes Sheet		1				4					5	\$190	\$190.00
	Survey control and alignment sheet		1		4		4					9	\$358	\$358.00
	Demolition Sheets				4		8					12	\$424	\$424.00
	Plan & Profile Sheets		4		16		60					80	\$2,840	\$2,840.00
	Details Sheets		2		4		12					18	\$676	\$676.00
	Cross Sections		4		12		20					36	\$1,392	\$1,392.00
	Structures - Pedestrian Crossing		4	12								16	\$872	\$872.00
	Drainage Analysis			12	24							36	\$1,632	\$1,632.00
	Prepare Quantities & Estimate		2	4	4	24						34	\$1,436	\$1,436.00
	Conduct Quality Control Review	2	4	4								10	\$606	\$606.00
		2	38	32	172	24	128	0	0			396		\$16,426.00
<b>500</b>	<b>Right-of-Way Plans (60%)</b>													
	Refine Trail Design and Modeling and address Comments		4		12		12					28	\$1,136	\$1,136.00
	Update Quantities & Estimate		1		2	8						11	\$458	\$458.00
		0	5	0	14	8	12	0	0			39		\$1,594.00
<b>600</b>	<b>Final Plans</b>													
	Finalize Modeling & Trail Geometrics		2		32							34	\$1,468	\$1,468.00
	Final Design Plans													
	Title Sheet		1				2					3	\$126	\$126.00
	Summary of Quantities Sheet		1		4		16					21	\$742	\$742.00
	Survey control and alignment sheet						1					1	\$32	\$32.00
	Demolition Plan						4					4	\$128	\$128.00
	Typical Sections Sheets						1					1	\$32	\$32.00
	General Notes Sheets		1				1					2	\$94	\$94.00
	Plan & Profile Sheets		2		2	4	24					32	\$1,132	\$1,132.00
	Structures - Pedestrian Crossing		4	16	24	60						104	\$4,428	\$4,428.00
	Detail Sheets		1		1		8					10	\$360	\$360.00
	Traffic Control Plans (General Phasing & TA)				24							24	\$1,008	\$1,008.00
	Signing & Striping				8							8	\$336	\$336.00
	Sediment and Erosion Control Sheets				4		16					20	\$680	\$680.00
	Cross Sections		1	1			12					14	\$498	\$498.00

MAN-HOUR ESTIMATE - Cheyenne Road Trail



Task No.	Hourly Rate	\$75.00	\$62.00	\$52.00	\$42.00	\$39.00	\$32.00	\$45.00	\$31.00	\$50.00	\$30.00	Total Manhours	Total Labor Fee	Subtotal
	Description of Work Items / Tasks	TL	PM/SE	Project Engineer	Associate Engineer	Designer	Senior Technician	Senior Scientist	Associate Scientist	Sr. Constr. Manager	Assist. Const. Manager			
	Finalize Quantities and Estimate		1		4							5	\$230	\$230.00
	Conduct Quality Control Review	4	4	4								12	\$756	\$756.00
	Permits - SWPPP		1		4		24					29	\$998	\$998.00
	Specifications & Job Special Provisions		4	8	8							20	\$1,000	\$1,000.00
		4	23	29	115	64	109	0	0			344		\$14,048.00
<b>700</b>	<b>Final PS&amp;E and Bidding</b>													
	Address Final Roadway Review Comments		2		8		8					18	\$716	\$716.00
	Final Quantities & Opinion of Cost (100%)		1		4							5	\$230	\$230.00
	Answer RFIs		4		8							12	\$584	\$584.00
	Prepare Addenda		4		8							12	\$584	\$584.00
		0	11	0	28	0	8	0	0			47		\$2,114.00
<b>800</b>	<b>Construction Inspection</b>													
	Attend Pre-Construction Meeting		2							2		4	\$224	\$224.00
	Review Shop Drawings		4							10		14	\$748	\$748.00
	Prepare Change Orders		2							2		4	\$224	\$224.00
	Prepare Revision Sheets				4							4	\$168	\$168.00
	Answer Design Questions		8	12								20	\$1,120	\$1,120.00
	Conduct Site Visits		4	4								8	\$456	\$456.00
	Review and Certify Pay Requests									8		8	\$400	\$400.00
	Construction Inspection									30	640	670	\$20,700	\$20,700.00
	Construction Testing		16							30	100	146	\$5,492	\$5,492.00
		0	36	16	4	0	0	0	0	82	740	878		\$29,532.00
	<b>Total Manhours</b>	14	155	77	361	96	265	20	40	82	740	1,850		
	<b>Total Labor</b>	\$1,050	\$9,610	\$4,004	\$15,162	\$3,744	\$8,480	\$900	\$1,240	\$4,100	\$22,200		\$70,490	\$70,490.00



## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.



6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Olsson, Jonathan Peitz

**Project Owner (LPA):** City of Nixa, Jeff Roussell

**Project Name:** Cheyenne Road Multi-Use Path

**Project Number:** TAP 9901(860)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

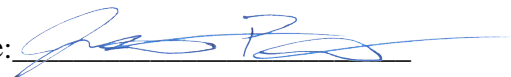
LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: Jonathan Peitz

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 11/20/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

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).

<b>PRODUCER</b> HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT NAME:</b> Molly Harmon <b>PHONE (A/C No. Ext):</b> 402-964-5598 <b>E-MAIL ADDRESS:</b> molly.harmon@hubinternational.com	<b>FAX (A/C, No):</b> 402-557-6325
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Olsson, Inc. 550 St. Louis Street 417-890-8802 Springfield MO 65806	<b>INSURER A :</b> QBE Specialty Insurance	
	<b>INSURER B :</b> Amerisure Mutual Insurance Company	
	<b>INSURER C :</b> Amerisure Insurance Company	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 11515 23396 19488

**COVERAGES**

CERTIFICATE NUMBER: 965471609

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
B	<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 OTHER:			CPP21194510202	1/1/2023	1/1/2024	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 \$
C	<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			CA 21194500201	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU 21194520102	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 21194530101	1/1/2023	1/1/2024	<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
A	Professional Liability Claims Made			HUN00059-02	1/1/2023	1/1/2024	PL Each Claim 5,000,000 PL Aggregate 5,000,000 PL Ded Per Claim 500,000

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

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation are underlying policies of the Umbrella Liability.  
 City of Nixa is listed as additional insured as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Nixa  
 PO Box 395  
 715 W. Mt. Vernon  
 Nixa MO 65714

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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