

# CITY CLERK

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES  
PROJECT/CONTRACT NO. EV0528 – NORTH OAK TRAFFICWAY  
CONSTRUCTION CLAIMS SERVICES PHASES 111-V

RECEIVED  
GENERAL SERVICES  
2014 AUG -7 PM 3:10

## AMENDMENT NO. 2 PUBLIC WORKS DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **ARCADIS U.S., Inc.** (Contractor). The parties amend the Contract entered into on September 20, 2011, as follows:

*[Note: Use the following format to add, delete or delete and replace. Include only those sections and/or subparagraphs that you wish to change. All other sections of the agreement will remain in effect per Sec. 2 below. Delete this note when you are finished.]*

**Sec. 1. Sections Amended.** The Contract is amended as follows:

A. Delete Paragraph A, Sec. 1 Compensation, and replace the following Paragraph A.

A. The amount the City will pay Contractor under this contract will not exceed \$347,026.00. Contractor will be paid on the following basis:

1. Original Contract - \$140,000.00
2. Amendment No. 1 - \$177,880.00
3. Amendment No. 2 - \$ 29,146.00

B. Modify Paragraph V. Phase V Services, Sec 2 to include the following:

B. The Contractor's Scope of Work will also include

1. Participation by Mr. Schumacher with Schiff Hardin in the team's preparation of a very detailed mediation statement and 100+ slide Power Point presentation for the mediation that summarized the City's positions, and three days of intensive preparation meetings immediately prior to the mediation.
2. Detailed research and graphing utility conflicts affecting Loch Sand's storm sewer work to illustrate that our use of a measured mile to adjust Loch Sand's pipe and precast claim downward by \$330,000 was appropriate.
3. Additional graphics for the mediation Power-Point presentation
4. Additional expenses due to an increased number of trips to Chicago to help Schiff Hardin get up to speed and prepare for the mediation, an "expert meeting" with Loch Sand and its attorneys on March 5, 2013, and Mr. Schumacher spending more time in Kansas City immediately prior to the mediation than expected.



**Sec. 2. Sections not Amended.** All other sections of the Contract shall remain in full force and effect.

**Sec. 3. Authorization.** If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$300,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: 8-6-14

By: 

Title: VICE PRESIDENT

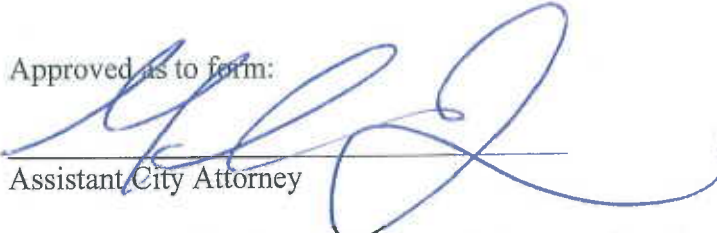
**KANSAS CITY, MISSOURI**

Date: 8-13-2014


By: 

Title: DIRECTOR OF PUBLIC WORKS

Approved as to form:

  
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 8/22/14  
Director of Finance (Date)

DIRECTOR OF PUBLIC WORKS

ORDINANCE NO. 140159

Authorizing a Second Amendment to a contract with ARCADIS, U.S., Inc. for approximately \$29,000.00 for professional claims evaluation services for the North Oak Trafficway Phase II project; and recognizing an emergency.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Public Works Department is authorized to execute a \$29,146.00 Second Amendment to a contract with ARCADIS, U.S., Inc., for claim evaluation services for Project No. 89008000 – North Oak Trafficway Phase II, Contract EV0528, from funds previously appropriated to Account No. 14-3090-898012-B-89008000. A copy of the amendment is on file in the Public Works Department and is incorporated herein by reference.

Section 2. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an emergency measure within the provisions of Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with that section.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.



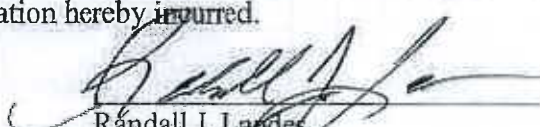
Authenticated as Passed

  
Sly James, Mayor

  
Marilyn Sanders, City Clerk

MAR 06 2014

Date Passed

  
Randall J. Landes  
Director of Finance

Approved as to form and legality:

  
for Mark Jones  
Assistant City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/11/2014

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> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122      FAX (A/C No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Steadfast Insurance Company	NAIC # 26387
	<b>INSURER B:</b> Lexington Insurance Company	NAIC # 19437
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 570054084336**      **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. **Limits shown are as requested**

TRK# LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			<b>SURETY VERIFIED</b> BY: <i>Josephine M Lipari</i>			COMBINED SINGLE LIMIT (Per 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    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory to fill) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			IPR929693800 Poll. Liability SIR applies per policy terms & conditions	06/01/2014	06/01/2015	Each Claim      \$1,000,000 Annual Aggregate      \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Client Project Number: EV0528 - North Oak Trafficway, CCS Phases III-V Amend No. 1 Arcadis Project Number: HD420602.0000.

**CERTIFICATE HOLDER**
City of Kansas City, Missouri  
Attn: Jo Lipari Contract Administrator  
General Services Dept., Procurement  
Services Div., Contract Administration  
Office 17th Floor, City Hall,  
414 East 12th St., Kansas City MO 64106 USA
**CANCELLATION**
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**  
  
*Aon Risk Services South, Inc.*

Holder Identifier :

Certificate No : 570054084336



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/03/2014

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> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	<b>CONTACT NAME:</b> PHONE (AC, No, Ext): (866) 283-7122      FAX (AC, No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>  	
<b>INSURED</b> Arcadis U.S. Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Greenwich Insurance Company	22322
	<b>INSURER B:</b> XL Specialty Insurance Co	37885
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570052563759**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL CORR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		GFC001076112  <b>SURETY VERIFIED</b> BY: <i>Josephine M Depina</i> 8/13/14	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<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 <input checked="" type="checkbox"/> Property Damage to		AEC001075812 AOS AEC001719510 MA	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UEC001075912	01/01/2014	01/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	<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 <input checked="" type="checkbox"/> N N/A	RWD943516308 All other states RWR943516708 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WA STATE-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570052563759

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

RE: Client Project Number: EVD528 - North Dak Trafficway, CCS Phases III-V Amend No.1, Arcadis Project Number: HD420602.0000. City of Kansas City and its agents, officers and employees and any other entities named in 00800SCs are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, with respect to the General Liability, Automobile Liability and Umbrella Liability policies. A waiver of subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Automobile Liability and workers' Compensation policies. General Liability and Automobile Liability policies evidenced herein is primary and non-contributory to other insurance available to an additional insured, but

**CERTIFICATE HOLDER****CANCELLATION**

City of Kansas City, Missouri Attn: Jo Lipari Contract Administrator General Services Dept., Procurement Services Div., Contract Administration Office 17th Floor, City Hall 414 East 12th St., Kansas City MO 64106 USA	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>Aon Risk Services South Inc.</i>
---	--

©1988-2010 ACORD CORPORATION. All rights reserved.



# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Aon Risk Services South, Inc.		<b>NAMED INSURED</b> Arcadis U.S, Inc.	
<b>POLICY NUMBER</b> See Certificate Number: 570052563759			
<b>CARRIER</b> See Certificate Number: 570052563759	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Additional Description of Operations / Locations / Vehicles:**  
 only to the extent required by written contract with the insured.