

## APPRAISER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_ day of \_\_\_\_\_, 2011, by and between the City of Overland Park, Kansas, (hereinafter, the "City") and **Right of Way Associates**, (hereinafter, the "Appraiser").

WITNESSETH:

WHEREAS, the City desires to acquire easements and right-of-way for the **Metcalf and Shawnee Mission Parkway Bus Corridor Improvements Project (TIGER) (ST-1346)**, (hereinafter, the "Project"); and

WHEREAS, the Appraiser is willing to provide the referenced services for the Project; and

WHEREAS, the City has requested that the Appraiser submit an engagement letter to outline services Appraiser is proposing to provide and the cost related thereto; and

WHEREAS, having received the engagement letter, the City desires to retain Appraiser to provide the services for the Project; and

WHEREAS, the City and the Appraiser desire to enter into an agreement setting forth the terms and conditions of their understanding as regards the services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### SECTION 1. SCOPE OF SERVICES

The Appraiser agrees to appraise, provide review appraisals, and negotiate for rights-of-way and easements as set forth in Exhibit A attached hereto and incorporated herein by reference, (hereinafter the "Services").

### SECTION 2. STATUS

Appraiser is an independent contractor and as such is not an agent or employee of the City.

### SECTION 3. COMPENSATION

- A. Total Fee. City agrees to pay Appraiser an amount not to exceed **fifty-five thousand eight hundred fifty dollars (\$55,850)**. The fee is based on the performance of the Services, and shall be billed using rates as set forth in Exhibit A. All work shall be completed on or before **August 1, 2011**. If any additional services beyond the Services outlined in Exhibit A are deemed to be necessary, the compensation for said services shall be agreed upon in writing by both parties.
- B. Manner of Payment. Invoices for fees will be submitted every four (4) weeks and are to be paid within thirty (30) days of receipt of an undisputed invoice.

### SECTION 4. TERMINATION

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement in whole or in part, with or without cause, subject to written notice

Appraiser. If the City terminates the Agreement prior to completion of Services, City shall compensate Appraiser for all Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

## **SECTION 5. SUBCONTRACTING OF SERVICES**

The Appraiser shall not subcontract or assign any of the Services to be performed under this Agreement

## **SECTION 6. FEDERAL REQUIREMENTS**

The appraisals furnished by Appraiser shall meet all Federal appraisal regulations, policies and procedures, required for this Project.

## **SECTION 7. OWNERSHIP OF REPORT**

The final report and all documents prepared in connection with the Services shall be the property of the City upon completion of the Services. Appraiser will have no responsibility to update its report for events and circumstances occurring after the date of its report.

## **SECTION 8. INSURANCE**

The Appraiser shall maintain throughout the duration of this contract insurance in, at minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

### **A. General Liability Insurance**

General Aggregate:	\$500,000
Products-Completed Operations Aggregate:	\$500,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

Policy must include the following:

- 1) Broad Form Contractual/Contractually Assumed Liability
- 2) Independent Contractors

**Name City of Overland Park as "Additional Insured".**

### **B. Automobile Liability Insurance**

Policy shall protect the Appraiser against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

- 1) Any Auto

**OR**

- 2) All Owned Autos;  
Hired Autos; and  
Non-Owned Autos.

**Limits**

Each Accident, Combined Single Limits  
Bodily Injury and Property Damage: \$500,000

**Name City of Overland Park as "Additional Insured".**

C. Workers' Compensation and Employer's Liability

This insurance shall protect the Appraiser against all claims under applicable state workers' compensation laws. The Appraiser shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**If Appraiser has no employees, a waiver form provided by the City must be executed.**

- D. Professional Liability: The Consultant shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$ 500,000), and shall provide the City with certification thereof.

E. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of B+ or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Appraiser.

Certification of insurance coverage shall be on the City's standard Certificate of Insurance form or on forms acceptable to the City.

## **SECTION 9. INDEMNITY**

### **A. Definition**

For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this contract whether arising before or after the completion of the work required hereunder.

### **B. Indemnity**

For purposes of this Agreement, Appraiser hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Appraiser, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Appraiser's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Appraiser is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Appraiser, its affiliates, subsidiaries, or assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Appraiser, its affiliates, subsidiaries, or assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **SECTION 10. DISPUTE RESOLUTION**

City and Appraiser agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Appraiser shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

## **SECTION 11. AFFIRMATIVE ACTION/OTHER LAWS.**

- A. Equal Employment Opportunity. During the performance of this contract, the Appraiser agrees as follows:
1. The Appraiser shall comply with the Kansas Act against discrimination and shall not discriminate against any employee because of race, religion, color, sex or national origin and will abide by the provisions of the Age Discrimination in Employment Act of 1967, as amended. The Appraiser will take affirmative action to ensure that applicants are employed and that applicants are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.
  2. The Appraiser will, in all solicitations or advertisements for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin and shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission ("Commission") on Civil Rights.
  3. If the Appraiser fails to comply with the manner in which the Appraiser reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Appraiser shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City.
  4. If the Appraiser is found to have violated the Kansas Act against discrimination under a final decision or order of the Kansas Commission on Civil Rights, the Appraiser shall be deemed to have breached the Contract, and it may be canceled, terminated or suspended, in whole or in part, by the City.
  5. The Appraiser will include all of Subsections 1 through 4 in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
- B. Other Laws. The Appraiser agrees to abide by all other federal, state or local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

## **SECTION 12. GENERAL PROVISIONS**

- A. This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement except such representations as are specifically set forth in this document and each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement.

- B. Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. It is the intention of the parties that this Agreement and the performance hereunder, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Kansas and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this contract, the laws of the State of Kansas shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- E. The titles to sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

### **SECTION 13. FEDERAL TRANSIT ADMINISTRATION FUNDING AND REQUIREMENTS**

**Federal Transit Administration (FTA) is providing Federal assistance for this Project funded through the Transportation Investments Generating Economic Recovery (TIGER), a sub-component of the American Recovery and Reinvestment Act (ARRA). The FTA Federally Required Contract Clauses, are shown in Exhibit B attached hereto and incorporated herein by reference. The Appraiser is required to comply with the provisions of Exhibit B in the course of executing its obligations under this Agreement.**

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**SECTION 14. EXECUTION OF AGREEMENT**

The parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
Carl Gerlach  
Mayor

Approved as to Form:

Attest:

\_\_\_\_\_  
Tammy M. Owens  
Senior Assistant City Attorney

\_\_\_\_\_  
Marian Cook  
City Clerk

RIGHT OF WAY ASSOCIATES

\_\_\_\_\_  
John W. Moser, MAI, SRA

# Right of Way Associates

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*Appraisals ■ Acquisitions ■ Consultation ■ Negotiations*

April 4, 2011

Mr. Brian W. Scovill, *P.E.*  
 Senior Civil Engineer  
 Public Works  
 City of Overland Park  
 8500 Santa Fe  
 Overland Park, KS 66212

Re: Appraisal, Appraisal Review and Acquisition Services  
 Metcalf Avenue/Shawnee Mission Parkway  
 Bus Corridor Improvements

Dear Mr. Scovill:

The following is our price proposal to perform appraisal, appraisal review and acquisition services for the above referenced project. This is an update to a letter submitted on March 31, 2011.

Attached is our schedule of fees for the assignment. Please note that from the original spreadsheet you provided, I split Tract 7, as it is two distinct properties. Also, as you requested, I added a new Tract 21 (the old Tract 21 is now Tract 22), and added Tract 23 as a contingency parcel.

As we discussed, we have not included fees to satisfy the Uniform Standards for Federal Land Acquisitions. Our review of, and experience with, the Federal requirements indicates that such compliance is not required for the types of acquisitions on this project, as compliance could include the complete valuation of improved properties. Any compliance necessary subsequent to completion of the assignment will require a price adjustment.

Time is of the essence for this project, and we propose the following (please note that we have overlapped the acquisition and eminent domain schedules, which will allow ongoing negotiations with the owners):

April-May, 2011	Appraisals/Appraisal Review
June-July, 2011	Acquisitions
July-September, 2011	Eminent Domain

To complete the appraisal portion of the project and maintain the project schedule, I will need to mail notices to the property by April 13<sup>th</sup> of their right to accompany me during the property inspection, with inspections the week of April 25<sup>th</sup>. It is critical that we receive the legal descriptions and any acquisition sketches, updated plans and field staking by April 22<sup>nd</sup>, prior to the property inspections.

We appreciate the opportunity to be of service and we look forward to working with you on this project.

Sincerely,  
 Right of Way Associates

John W. Moser, *MAI, SRA*  
 President



**Appraisal, Appraisal Review and Acquisition Fees  
Metcalf & SMP Bus Corridor Improvements Project (TIGER)**

**EXHIBIT A**

Date: 4-4-11

	General Location	Easement Type			Address	Owner	Appraisal Fee	Appraisal Review	Acquisition Fee
		Temp.	S/W	P/E					
	<b>Overland Park</b>								
1	SE corner of 103rd and Metcalf	X	X				\$1,350	\$675	\$900
2	SE corner of 95th & Metcalf Metcalf South	X	X		9501 Metcalf Ave.	Metcalf South, L.P.	\$1,350	\$675	\$900
3	North of 95th, East side of Metcalf	X	X		9401 Metcalf Ave.	Ninety Five West, L.P.	\$1,350	\$675	\$900
4	NE Corner of 93th & Metcalf	X			9239 Metcalf Ave.	Bob Allen Ford, Inc.	\$1,100	\$550	\$900
5	North of 93rd, East side of Metcalf	X			9201 Metcalf Ave.	M&M Partnership, LLC	\$1,100	\$550	\$900
6	South of 89th, East side of Metcalf	X	X		8955 Metcalf Ave.	S&S Gateway, L.L.C.	\$1,350	\$675	\$900
7	Unplatted NE Corner of 89th and Metcalf	X	X			BP Boulevard Shops, LLC	\$1,350	\$675	\$900
7a	Unplatted SE Corner of 89th and Metcalf	X	X			BP Boulevard Shops, LLC	\$1,350	\$675	\$900
8a, b	E Side & W Side of Matt Ross	X				City of Overland Park	N/A	N/A	\$300
9a, b	Farmers Market - E Side & W Side of Marty	X		X		City of Overland Park	N/A	N/A	\$300
10	SE Corner of 75th and Metcalf	X	X	X		Boatmans First National Bank	\$1,600	\$800	\$900
11	North of 75th, West side of Metcalf	X	X	X	7420 Metcalf Ave.	AVG Partners II, LLC	\$1,600	\$800	\$900
12	Rosanna Square	X			11640 Metcalf Ave.	Privitera Realty Holdings	\$1,350	\$675	\$900
	<b>Mission</b>								
13	NE Corner of Martway & Metcalf	X	X			William L Neff	\$1,350	\$675	\$900
14	East of Metcalf, North side of Martway	X	X		7070 Martway St.	Original Bread Inc.	\$1,350	\$675	\$900
15	NW Corner of Martway & Broadmoor	X	X		5944 Boadmoor St	City of Mission	N/A	N/A	\$500
16	NE Corner of Martway & Broadmoor	X	X		5959 Broadmoor St	White Family LLC	\$1,350	\$675	\$900
17	SW corner of Martway and Barkley	X	X		6665 Martway St.		\$1,350	\$675	\$900
18	SW Corner of Martway and Broadmoor	X				Mission Commons Investors, LLC	\$1,100	\$550	\$900
19	S Side of Martway St. from Sylvester Powell	X	X		6219 Martway St.	Mainstreet Credit Union	\$1,350	\$675	\$900
20	N Side of Martway St. from Sylvester Powell	X		X		City of Mission	N/A	N/A	\$500
21	Mission Mart, west sdie of transit center			x	Nall and Johnson Drive		N/A	N/A	\$900
	<b>Roeland Park</b>								
22	NW corner of Johnson Drive & Roe	X	X	X		City of Roeland Park	N/A	N/A	\$700
	<b>Contingency Parcel</b>								
23	Unknown	X	X	X	Unknown	Unknown	\$1,600	\$800	\$900
	<b>N/A = No appraisals/reviews required for property donations</b>								
						<b>Totals</b>	<b>\$24,300</b>	<b>\$12,150</b>	<b>\$19,400</b>

<u>Project Schedule</u>	
<b>April-May, 2011</b>	<b>Appraisals/Review Appraisals</b>
<b>June-July, 2011</b>	<b>Acquisitions</b>
<b>July-September, 2011</b>	<b>Eminent Domain</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2011

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>  LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	<b>CONTACT NAME:</b> KARLENE GOFF <b>PHONE (A/C, No. Ext):</b> 805-963-6624 <b>FAX (A/C, No):</b> 805-962-0652 <b>E-MAIL ADDRESS:</b> KARLENE@LIABILITY.COM <b>PRODUCER CUSTOMER ID #:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  RIGHT OF WAY ASSOCIATES MOSER & ASSOCIATES, INC. 8410 SAGAMORE ROAD LEAWOOD, KS 66206 114228	<b>INSURER A:</b> LIBERTY INSURANCE UNDERWRITERS, INC.	<b>NAIC #</b> 19917
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	SUBR WVD	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"/> LOC						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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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 DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			LIU010896-005	10/24/2010	10/24/2011	1,000,000 EACH CLAIM 1,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY  
 PROJECT: METCALF AVENUE / SHAWNEE MISSION PARKWAY BUS CORRIDOR IMPROVEMENTS

<b>CERTIFICATE HOLDER</b>  CITY OF OVERLAND PARK ATTN: BRIAN SCOVILL 8500 SANTA FE DRIVE OVERLAND PARK, KS 66212	<b>CANCELLATION</b>  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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2011

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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> Insurance Resources Group 1310 E. Park St Olathe KS 66061-		<b>CONTACT NAME:</b> Lora Ewbank <b>PHONE (A/C, No, Ext):</b> (913) 768-0008 <b>E-MAIL ADDRESS:</b> lora@irgks.com <b>PRODUCER CUSTOMER ID #:</b>		<b>FAX (A/C, No):</b> (913) 768-0327
<b>INSURED</b> Moser & Associates, Inc. DBA Right of Way Associates 8410 Segamore Leawood KS 66206-		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Hartford Casualty Insurance Co.		
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		37SBAAR5876DV	09/28/2010	09/28/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				/ /	/ /	MED EXP (Any one person)	\$ 10,000
					/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				/ /	/ /		\$
A	AUTOMOBILE LIABILITY	Y		37SBAAR5876	09/28/2010	09/28/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				/ /	/ /		\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				/ /	/ /		\$
A	UMBRELLA LIAB			37SBAAR5876	09/28/2010	09/28/2011	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR				/ /	/ /	AGGREGATE	\$ 2,000,000
	EXCESS LIAB				/ /	/ /		\$
	DEDUCTIBLE				/ /	/ /		\$
	RETENTION \$				/ /	/ /		\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			37WECRF8325	09/28/2010	09/28/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A		/ /	/ /	E.L. EACH ACCIDENT	\$ 500,000
					/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE:** Metcalf Avenue/Shawnee Mission Parkway Bus Corridor Improvements. Includes the City of Overland Park as additional insured as respect the general liability and commercial auto, per written contract.

<b>CERTIFICATE HOLDER</b> ( ) - ( ) - Mr. Brian W. Scovill, P.E. City of Overland Park 8500 Santa Fe Overland Park KS 66212-	<b>CANCELLATION</b> 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>[Signature]</i>
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