

## **CITY OF OLATHE AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Tangram Design, LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs environmental graphic design services for parks, trails and unique places, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

**1. FEES, EXPENSES, AND SCHEDULE.** City agrees to pay Vendor an amount not to exceed \$74,197.00 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. All work must be completed on or before December 31, 2024, and time is of the essence for completion of the work.

**2. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

**3. BILLING.** Vendor may bill City monthly progress billings and reimbursable expenses. Vendor must submit a bill which itemizes the work that has been performed in this progress billing and reimbursable expenses. As this is a lump sum agreement, no supporting documents are needed for reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

**4. PAYMENT.** If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

**5. STANDARD OF CARE.** Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

**6. TERMINATION FOR CONVENIENCE.** City or Vendor may terminate this Agreement for convenience by providing fifteen (15) days' written notice to the other party. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

**7. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

**8. DISPUTE RESOLUTION.** The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with

undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

**9. SUBCONTRACTING.** Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

**10. OWNERSHIP OF DOCUMENTS.** All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

**11. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

**12. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

**13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.** Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

**14. KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be

canceled, terminated, or suspended, in whole or in part, by City without penalty;

- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**15. ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

**16. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**17. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

**18. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

**19. FORCE MAJEURE CLAUSE.** Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**20. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

**21. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

**22. ORDER OF PRECEDENCE.** If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

*[The remainder of this page is intentionally left blank.]*

The Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

Robert S. Gallimore  
City Attorney or Deputy/Assistant City Attorney

Tangram Design, LLC

By: George Lim  
George Lim, Owner/Creative Director  
878 Santa Fe Drive, Unit1  
Denver, CO 80204  
(303) 777-8878

## **Exhibit A**

### **Vendor's Proposal**

#### **WORK PLAN**

The following is our general strategic project approach for providing the appropriate design solutions for any project. The language in this section is geared towards experiential graphic design projects that includes but not limited to wayfinding signage systems, interpretive projects, placemaking and donor programs. Please see attached Sample Schedule, identifying timelines and project deadlines.

#### **TASK 1. PROJECT AND SITE ASSESSMENT**

##### **Project Kick-off Meeting Task 1**

Our design team will conduct a project kick-off meeting with the City's project Steering Committee and any other necessary project stakeholders. This meeting will provide in-depth information that allows our design team to:

- Establish project objectives and guiding principles.
- Understand short/long-term development plans and operational goals.
- Identify project stakeholders.
- Establish schedule and communication procedures.

##### **Existing Conditions - Site Survey Task 1**

In order to properly study and understand the actual signage needs and wayfinding issues encountered by the public, we will perform a comprehensive site survey and analysis of existing conditions. We will analyze and evaluate all environments and circulation pathways of vehicular and pedestrian patterns to assess the needs and function of the areas in which signage would be placed. The site survey will take into consideration the following:

- Existing signage and opportunities for removal
- Physical limitations of sign sizes / mounting heights
- Physical sight-line obstructions
- Existing mounting opportunities in the environment
- Signage clutter within the environment
- Primary destinations/parking
- Viewing distances and angles
- Lighting conditions and engineering considerations
- Common color palettes, finishes, textures, or architecture in surrounding environment
- Reuse or sustainability opportunities
- Opportunities where public space, art, lighting, or landscaping may work better than a sign
- Opportunities for interactive, digital, or social media applications and other signage opportunities

##### **Research / Information Gathering Task 1**

In developing the Signage Guidelines Manual, there are a variety of factors that can affect the success of a wayfinding system. To ensure we are designing a signage program that is appropriate for the city, its community, and the environment, we will also research:

- Master plans or any other comprehensive plans that demonstrate long-term or short-term development goals.
- Zoning plans including any District Oriented Development Zoning Amendments
- Brand or design guidelines
- Various social, economic, and cultural characteristics that make up the city
- Climate conditions
- Local, State, and Federal codes and regulations

Understanding the various social, economic, and cultural characteristics that make up the city, helps us to define the character and environment of the city. We want to ensure that how the signs communicate with the public represent the city in a positive and engaging way that reflects its cultural identity. Utilizing the various characteristics that define the city allows our design team to develop a signage system that is unique and distinctive.

#### [Stakeholder Engagement / Meetings Task 1](#)

Stakeholder groups will be included in the research stage by participating, interacting, and engaging with the design team in project meetings or one-on-one meetings. If not represented at the project kick-off meeting, we will meet individually with the Economic Development Committee and the Development and Planning Related Ad Hoc Committee to obtain information regarding their expectations and/or goals for the wayfinding signage program.

#### [Summary of Phase 1 and 2 Report Task 1](#)

All observations, analysis, stakeholder engagement efforts and other necessary information will be documented into a formal report. This report will provide a general foundation from which the Manual design solutions shall evolve.

### TASK 2. PROGRAM DESIGN AND DEVELOPMENT

#### [Consistent Design of Family of Signs Task 2](#)

Because there are varying generations of signage in the environment, our design team will develop preliminary design solutions that will creatively explore the design parameters and visual aspects of the signage system's sign types. Our design team will refine design elements demonstrated in the signage inventory to create a more consistent signage system. Processes that will be performed in this task include:

- Define branded elements that reinforce identity
- Identify basic elevations of all key signs, including scale references such as people, cars, trees etc.
- Study models of sign form and shapes
- Examine typeface and symbol options
- Analyze material and color palette options

#### [Conceptual Design Review Task 2](#)

All refinements will be documented in a graphic format that will show the basic elevation of the signs and illustrate how they would be typically used in the environment. Written explanations will be supplied to provide rationale for

design choices and materials. A committee meeting will be held to introduce the refinements of the sign types for feedback. We can also meet, as needed, with the individual work groups separately.

## Design Development Task 2

Based on input received from the Steering Committee to proceed further with a specific conceptual design direction, we will begin to apply the refinements to the sign types in the signage inventory, as needed. We will also obtain any additional feedback or concerns that may affect the direction of the development of the Manual.

During design development our design team will go into greater detail of all aspects of the structural and graphic components of the signage program. All design concepts are modified and illustrate the evolution of its informational and visual content. Details and factors that are considered in this task may include, but is not limited to:

- Refine signage graphics and hardware design
- Understand levels of maintenance for signs
- Determine sign and messaging sizing requirements
- Understand levels of digital/media integration
- Analyze illumination requirements
- Develop specifications for signage materials, fabrication, or installation techniques
- Material/Color/Finish samples to be obtained and reviewed by client
- Refine sign location criteria
- Obtain cost estimates
- Confirm signage is complying with all applicable Local, State, and Federal codes and regulations, and ADA guidelines

## TASK 3. WAYFINDING PROGRAMMING

The visual aspects of a sign program are deeply influenced by its informational aspects. The information and content of the wayfinding program is the infrastructure and/or network that ensures a sign program functions successfully. Structuring the content for the wayfinding programming is based on sign inventory, sign nomenclature, sign location plan criteria.

Wayfinding Programming involves a thorough Message Schedule and Nomenclature study to begin establishing the words, syntax, grammar, and destinations that will be used on the signs. In design development, the nomenclature of the signs and sign location criteria are reviewed, refined, and confirmed by the project committee.

Key elements that are evaluated in wayfinding programming include, but are not limited to:

- Understanding sign inventory
- Establishing a well-defined and organized sign nomenclature to ensure messages and/or content is presented in a uniform, concise, and clear manner.
- Developing sign locations – Determined by analyzing circulation routes, decision points, and the physical environment.

## Wayfinding Programming Review Task 3

As the project develops, the Steering Committee will be provided with nomenclature charts, circulation plans, sign location plans, and other documentation that will help establish and define the wayfinding programming of the signage system.

#### **TASK 4. FINAL DESIGN INTENT DRAWINGS**

All refinements of the signage will be documented in a graphic format. Design Intent Drawings will include one if not all of the following, demonstrate scale, 3D models, and views of signs shown within the environment. Specifications for materials, fabrication, or installation techniques will be indicated on the drawings.

##### **Signage Mock-ups and Prototypes Task 4**

As the signage designs are developed, we would recommend having mock-ups and prototypes of key sign types created. Mock-ups and prototypes demonstrate the signage design's scale, dimension, color, finishes, typefaces, and symbols. They allow us to test and validate the signage elements' performance to ensure practicality and aesthetic quality before full implementation.

#### **PROJECT MANAGEMENT**

Tangram aims to always keep interaction with our clients proactive, responsive, timely, comprehensive, and accountable at all times. By facilitating a consensus-decision making approach, providing quality project management, and establishing a practical project schedule, we ensure the client and project stakeholders take ownership in the design process and ultimately the final solutions. It also ensures that the project stays on track, on schedule, and on budget.

##### **Project Coordination**

In having worked with a variety of government agencies and public and private entities, Tangram has developed a system of project management/coordination that has been key in the success of our projects for other clients. To ensure coordination between our offices, our design team, and project partners is maintained, Tangram will:

- Develop formal communication channels for team members, project management, and stakeholders.
- Communicate and coordinate project activities with all client and project stakeholders
- Provide periodic status reporting
- Establish checkpoints to assess preceding or succeeding milestones that have a significant bearing on scope going forward
- Establish and exercise quality assurance checkpoints throughout the life of the project
- Manage project issue resolution and coordinate all stakeholders to bring issues to resolution or develop measures for mitigation of issues
- Develop detailed project plans that are continually updated and used to manage/guide project activities.
- Identify and define detailed project tasks, their duration, and dependencies
- Perform regular engagement meetings with project committee, as necessary for reviews, discussions, and final approvals.

#### **COORDINATION OF PARTNERSHIPS**

##### **Steering Committee**

A Steering Committee's role is to assist in decision making throughout the entire planning, design, and implementation process. The Steering Committee is usually small and includes stakeholder representatives that can



take a leadership role in key areas of the process. Steering committee members are also responsible for communicating decisions to larger stakeholder constituencies.

Our design team will conduct meetings with the Steering Committee throughout the project to:

- Establish project objectives and guiding principles.
- Understand short/long-term development plans and operational goals.
- Identify destinations and terminology
- Provide decision making in planning, design, and implementation.

### General Stakeholder Group

Public projects require community outreach and input to be successful. Reaching out to the broader public requires the development of a stakeholder group consisting of political and community leaders, key destinations, funding agencies, and the media. These groups in turn communicate with the public. General stakeholder groups usually have a very limited say in day-to-day project decisions but should be informed and able to comment on key decisions, particularly related to design. Public input will be obtained through a public meeting.

The most successful projects are the result of an active working relationship between the client, project stakeholders and the design team. Project efforts can be derailed, due to a lack of an accord amongst constituents. To avoid this, we utilize a consensus decision-making approach to build trust and create ownership and commitment. It is an inclusive process that engages all participants so that decisions are made in the best interest of the whole. This type of interaction allows for input from every participant to be carefully considered and helps to address all legitimate concerns, it also provides:

- Buy-in from all members about the purpose or goal of the project
- Empowers a group to link their thoughts together so that people can formulate a common idea
- Creates understanding through discussion that bridges differences
- Helps secure financial support, stir community action, or ease the approval process

### Project Schedule

Key to project coordination amongst all involved in the project is maintaining a detailed and up-to-date project schedule. Schedule discipline is achieved by developing a comprehensive and realistic schedule at the beginning of the project. This schedule must reflect the input of all stakeholders and other critical third parties. Once a final project schedule is determined, the schedule must be rigorously adhered to or updated realistically if project conditions, or client requirements change in the course of the project. There must be sufficient time between review and submittals to incorporate client comments before the next task or submittal begins.

The Sample Schedule shown identifies the approximate time frames in which specific work would take place within the monthly schedule. The schedule is subject to change if requirements of the project scope are altered or revised or if a different start time is proposed by the Airport. It may also be modified if more flexible time frames need to be supplied for reviews by approving agencies like the Department of Transportation, City Council, or other approving agencies.

## Fee Proposal: Wayfinding Signage Master Plan.



The below chart provides work hours, hourly rates, and total cost per each task. Hourly rates are based on an average sum of the principal and staff hourly loaded rates combined. The budget below is a **not to exceed lump sum total** based on the scope of work outlined in the RFP. If additional project details or information is supplied after the award of the contract, this may alter the project scope and prices may be subject to change.

TASK	WORK HOURS	HOURLY RATE	TOTAL COST
<b>1. Project &amp; Site Assessment</b>			
Project Kick-off Meeting (Prep / Presentation) 2 People	8	\$112	\$896
Stakeholder / Community Engagement 2 People	8	\$112	\$896
Existing Conditions - Site Survey (3 days on site) 3 People	72	\$112	\$8,064
Research (Gathering and reviewing all documents)	20	\$112	\$2,240
<b>Total Cost for Task 1</b>			<b>\$12,096</b>
<b>2. Program Design and Development</b>			
Conceptual Design (Minimal 3 concepts) <b>A Citywide Branded Wayfinding Signage System and a Wayfinding Plan for Parks Trails and Unique Places</b>	180	\$112	\$20,160
Concept Presentation & Stakeholder / Community Engagement (3 People)	24	\$112	\$2,688
Design Development (Develop final concept selection)	60	\$112	\$6,720
Cost Estimating	20	\$112	\$2,240
<b>Total Cost for Task 2</b>			<b>\$31,808</b>
<b>3. Wayfinding Programming</b>			
Nomenclature List / Circulation Plans	40	\$112	\$4,480
Preliminary Sign Location Plan / Message Schedule	40	\$112	\$4,480
Final Draft Sign Location Plan / Message Schedule	20	\$112	\$2,240
Pilot Project Development / Programming	40	\$112	\$4,480
<b>Total Cost for Task 3</b>			<b>\$15,680</b>
<b>4. Final Design Intent Drawings</b>			
Design Intent Drawings	40	\$112	\$4,480
Bid Preparation	10	\$112	\$1,120
Cost Estimating	10	\$112	\$1,120
<b>Total Cost for Task 4</b>			<b>\$6,720</b>
<b>Sub-total of all Phases</b>			<b>\$66,304</b>
<b>REIMBURSABLE EXPENSES</b>			
		<b>RATE</b>	<b>TOTAL COST</b>
Flight (9 Round trip flights)		\$325 / trip / person	\$2,925
Rental Car (8 Days)		\$100 / day	\$800
Lodging (16 night GSA Rate)		\$125 / day	\$2,000
Meals and Incidentals (16 days GSA Rate)		\$64 / day	\$1,024
Parking (Public Parking Garages and Lots) (8 Days)		\$18 / day	\$144
Miscellaneous Project Expenses		N/A	\$1,000
<b>Total for Reimbursable Expenses</b>			<b>\$7,893</b>
<b>TOTAL COST</b>			<b>\$74,197</b>

## Exhibit B

### CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

**A. Insurance.** Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

**Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

**Limits:** All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

**Limits:** \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

**Limits:** Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

**Limits:** Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

**B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

**C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

**D. Verification of Coverage**

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

**E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

**F. Subcontractor's Insurance:** If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2024

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> Fucci & Friedman Inc. 186 W Main Street, Suite 9  Sayville NY 11782	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (631) 218-9700 <b>FAX (A/C, No):</b> (631) 218-9707 <b>E-MAIL ADDRESS:</b> daffatigato@ffinc.com
<b>INSURED</b> Tangram Design LLC 878 Sante Fe Drive Unit 1 Denver CO 80204	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentinel Insurance Co <b>INSURER B:</b> Hartford Casualty Ins Co <b>INSURER C:</b> Philadelphia Indemnity Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL2432020196**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" 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:			12SBAUJ9024	05/21/2023	05/21/2024	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	
						Hired Non Owned Auto \$ 1,000,000	
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	12WECBE7JAM	03/19/2024	03/19/2025	<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				
C	Professional Liability			PHSD1787042	05/13/2023	05/13/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Environmental Graphic Design Services

City of Olathe is included as an additional insured as respects General Liability if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**City of Olathe  
1385 S. Robinson Dr.

Olathe

KS 66061

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

*Eric P. Fucci*

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