

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
April 9, 2015**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Cross ____ Troutner ____ Brown
2. **Welcome**
3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Agenda Approval
5. City Council Meeting Minutes March 26, 2015

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Business Requiring Action

8. **CONSIDER AGREEMENT BETWEEN JOHNSON COUNTY, KANSAS, AND THE CITY OF EDGERTON, KANSAS, FOR THE PUBLIC IMPROVEMENT OF EDGERTON ROAD & 207TH STREET FROM 199TH STREET TO 207TH STREET AND ½ MILE WEST OF EDGERTON ROAD TO BNSF RAILROAD**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER GUARANTEED MAXIMUM PRICE PROPOSAL FOR WAVERLY ROAD PROJECT**

Motion: _____ Second: _____ Vote: _____

10. **PUBLIC HEARING PUBLIC HEARING FOR FIRST AMENDMENT TO MASTER RESOLUTION OF INTENT RESOLUTION AMENDING A MASTER RESOLUTION OF INTENT**

11. **CONSIDER RESOLUTION NO. 04-06-15A CONSENTING TO THE AMENDMENT OF A MASTER RESOLUTION OF INTENT EVIDENCING THE CITY'S INTENT TO ISSUE ITS INDUSTRIAL REVENUE BONDS FOR THE LOGISTICS PARK -- KANSAS CITY PROJECT**

Motion: _____ Second: _____ Vote: _____

12. PUBLIC HEARING FOR RESOLUTION AUTHORIZING FIRST AMENDMENTS TO PERFORMANCE AGREEMENTS

13. CONSIDER RESOLUTION 04-09-15B AUTHORIZING THE CITY TO EXECUTE AND DELIVER A FIRST AMENDMENT TO PERFORMANCE AGREEMENT FOR THE ELHC I, ELHC IV, ELHC XI AND ELHC XII PROJECTS

Motion: _____ Second: _____ Vote: _____

14. Report by the City Administrator

- Draft 2016 Budget Calendar
- Presentation of Truck Route Analysis – April 23rd
- Presentation of Animal Control Programs – April 23rd

15. Report by the Mayor

16. Future Meeting/Event Reminders:

- April 14th 7:00 PM – Planning Commission Meeting
- April 15th Noon – Senior Lunch
- April 23rd 7:00 PM – City Council Meeting
- April 28th - Citywide Garage Sale
- May 9th - Citywide Clean Up

17. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
March 26, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on March 26, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Clay Longanecker	present
Frances Cross	present
Cindy Crooks	present via phone
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn
 Community Development Director Kenny Cook
 City Attorney Patrick Reavey

Consultants in attendance: Johnson County Sheriff's Department

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda approval
- City Council Meeting Minutes February 26, 2015
- City Council Meeting Minutes March 12, 2015

Motion by Cross, seconded by Brown, to approve the Consent Agenda.

Motion was approved, 5-0.

4. PUBLIC COMMENTS

Bill Braun, 102 E. Martin, was present to address the Mayor and council. He would like an update on the truck route, he stated that the chip and seal on Second Street is mostly gone due to the big trucks. He also asked about the traffic count and would like more information about it.

Shelly George, 412 E. McCarty, was present to address the Mayor and council. Ms. George asked about the truck route and why something was not done before now. She also asked about the spay/neuter day. She was informed the flyer for the spay/neuter day is posted on the front door of City Hall with all the information. The last item that Ms. George questioned was the

trap/neuter/release program. She asked if the program was still in operation or if it had been discontinued. The Mayor stated that at a workshop the council decided not to continue with the trap/neuter/release program.

Jeff Skidmore was present about items on the agenda.

5. DECLARATIONS BY COUNCIL MEMBERS

None

6. ORDINANCE NO. 996 ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 25.07 ACRES OF LAND (LOCATED ON THE EAST SIDE OF HOMESTEAD LANE AND NORTH OF INTERSTATE 35) IN EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO CITY OF EDGERTON C-2, HEAVY SERVICE COMMERCIAL DISTRICT WAS CONSIDERED.

Kenneth Cook, Community Development Director, presented information to the Mayor and council about an application for rezoning from Paul V. and Marie E. Middleton requesting to rezone approximately 25.07 acres. This property was annexed into the City of Edgerton in January of 2015. The Planning Commission recommended approval of the application with the following stipulations: there must be a Site Plan where all requirements of the City shall be met; all infrastructure requirements shall be met; the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Motion by Longanecker, seconded by Brown, to approve Ordinance No 996 adopting a recommendation by the City Planning Commission to approve rezoning of approximately 25.07 acres of land (located on the east side of Homestead Lane and north of Interstate 35) in Edgerton, Kansas from Johnson County RUR, rural zoning to City of Edgerton C-2, Heavy Service Commercial District.

Motion was approved, 6-0 with the Mayor voting.

7. ORDINANCE NO 997 ADOPTING A RECOMMENDATION BY THE CITY PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 63.35 ACRES OF LAND (LOCATED ON THE EAST SIDE OF HOMESTEAD LANE AND SOUTH OF 199TH STREET) IN EDGERTON, KANSAS FROM JOHNSON COUNTY RUR, RURAL ZONING TO A COMBINATION OF CITY OF EDGERTON C-2, HEAVY SERVICE COMMERCIAL (19.38 ACRES) AND L-P, LOGISTICS PARK (43.97 ACRES) DISTRICTS WAS CONSIDERED.

Kenneth Cook, Community Development Director, presented information to the Mayor and Council about an application for rezoning from Paul and Naomi Middleton requesting to rezone approximately 63.35 acres, this property was annexed into the City of Edgerton in January of 2015. The Planning Commission recommended approval of the application with the following stipulations: there must be a Site Plan where all requirements of the City shall be met; all infrastructure requirements shall be met; the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Motion by Longanecker, seconded by Brown, to approve Ordinance No 997 adopting a recommendation by the City Planning Commission to approve rezoning of approximately 63.35 acres of land (located on the east side of Homestead Lane and south of 199th Street) in Edgerton, Kansas from Johnson County RUR, Rural Zoning to a combination of City of Edgerton C-2, Heavy Service Commercial (19.38 acres) and L-P, Logistics Park (43.97 acres) districts.

Motion was approved 6-0, with the Mayor voting

8. REPORT BY CITY ADMINISTRATOR

NONE

9. REPORT BY THE MAYOR

The Mayor had no report, but requested Council member Troutner give a report on the Kansas Rural Water Association Conference. Council member Troutner informed that he and Mike Mabrey, Utility Superintendent; Cody Ferris, public works employee; and Janeice Rawles, City Clerk, attended the conference this week. Everyone that attended learned a lot and attended several different classes on different topics. He thanked the City for allowing the attendees to have this valuable educational opportunity. The Mayor stated that this year was the 48th year for the KRWA conference and it is the third largest in the nation.

10. FUTURE MEETING/EVENT REMINDERS:

- March 28th 9am to 1 pm – Low Cost Vaccine Clinic at 307 E. Nelson
- April 7th Election Day
- April 9th 7:00 pm – City Council Meeting
- April 14th 7:00 pm-- Planning Commission Meeting
- April 15th Noon – Senior Lunch
- April 23rd 7:00 pm-- City Council Meeting

Mayor Roberts recessed the meeting for five minutes.

Meeting recessed at 7:27 pm.

Meeting reconvened at 7:34 pm.

Mayor Roberts called the meeting to order.

11. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (B) (4) FOR CONFIDENTIAL AND PROPRIETARY INFORMATION TO INCLUDE BOND COUNSEL, FINANCIAL ADVISOR AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Cross, seconded by Troutner to recess into executive session for confidential and proprietary information to include bond counsel, financial advisor, and city administrator for one hour.

Motion was approved, 5-0.

Meeting recessed at 7:38 pm.

Council member Crooks, attending by phone and stated that “no one else is present and that will continue for the remainder of the meeting.”

City Attorney Patrick Reavey left the meeting.

Motion by Cross, seconded by Brown, to reconvene the meeting, no action taken.

Motion was approved, 5-0.

Meeting reconvened at 8:38 pm.

Motion by Cross, seconded by Troutner, to recess into executive session for same reason and with the same people present for forty five minutes.

Motion was approved, 5-0.

Meeting recessed at 8:40 pm.

Motion by Cross, seconded by Brown, to reconvene the meeting.

Motion was approved, 5-0.

Meeting reconvened at 9:25 pm.

12. RESOLUTION 03-26-15A AMENDED AND RESTATED PROJECT AGREEMENT AND PUBLIC INFRASTRUCTURE FINANCING PLAN FOR INTERMODAL FACILITY/LOGISTICS PARK KANSAS CITY WAS CONSIDERED.

Motion by Brown, seconded by Longanecker, to approve the amended and restated project agreement and public infrastructure financing plan for Intermodal Facility/Logistics Park Kansas City and to approve Resolution 03-26-15A with revisions to exhibit “C” and to include item #14.

Motion was approved, 5-0.

Council member Cross would like an update at the next meeting on the Railroad crossings at Nelson Street and 207th. She indicated the smell is back at the Big Bull Creek Wastewater Treatment Plant. There will be information about this issue on the next agenda.

13. ADJOURN

Motion by Cross, seconded by Troutner, to adjourn the meeting.

Motion was approved, 5-0.

Meeting adjourned at 9:35 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Agreement Between Johnson County, Kansas, And The City Of Edgerton, Kansas, For The Public Improvement Of Edgerton Road & 207th Street From 199th Street To 207th Street And ½ Mile West Of Edgerton Road To BNSF Railroad

Department: Public Works

Background/Description of Item: On July 10, 2014, City Council approved Resolution No. 07-10-14A regarding the joint overlay project for Edgerton Road (207th Street to Nelson Street) and 207th Street (½ mile west of Edgerton Road to BNSF Railroad). The project is a joint project submitted by Johnson County and the City of Edgerton for 2015 County Assistance Road System (CARS). The project area is shaded green on the attached map.

The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials. Each year the cities submit a 5-year road improvement plan to Johnson County. Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs. Types of projects eligible for the CARS program are: Capacity Improvements (additional lanes), Major Maintenance (overlays, patching), System Management (intersection improvements, traffic signals, turn lanes), Bridges (replacement or rehabilitation), and Route Enhancements (sidewalks, bike paths, lights.)

Johnson County would administer the project and bid/let the project with their larger overlay project for 2015. This would likely afford Edgerton a better price by bundling the project with other county roadways and not require Edgerton to oversee any administration of the project. Johnson County staff estimate the total project cost at \$169,678. CARS program would fund 50% or \$84,839. The remaining 50% would be split evenly between Johnson County and Edgerton. The total cost for the project for Edgerton would be \$42,419.50.

Enclosed is the agreement with Johnson County for administration and payment of the project. City Attorney has reviewed and approved the agreement. Funding for this project was included in the approved 2015 Budget from the Special Highway Fund. The annual receipts of that fund match the funding needed for the project.

Enclosure: Draft Agreement Between Johnson County, Kansas, and The City Of Edgerton, Kansas
Resolution 07-10-14A
Map
Special Highway Fund 2015

Related Ordinance(s) or Statute(s):

Recommendation: Approve Agreement Between Johnson County, Kansas, And The City Of Edgerton, Kansas, For The Public Improvement Of Edgerton Road & 207th Street From 199th Street To 207th Street And ½ Mile West Of Edgerton Road To BNSF Railroad

Funding Source: Special Highway Fund

Prepared by: Beth Linn, City Administrator

Date: April 6, 2015

**Agreement between Johnson County, Kansas,
and the City of Edgerton, Kansas,
for the Public Improvement of Edgerton Road & 207th Street
from 199th Street to 207th Street and ½ mile west of Edgerton Road to BNSF
Railroad
(320001101)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015,
by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), and the
City of Edgerton, Kansas ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public
in making certain public improvements to Edgerton Road & 207th Street from 199th Street to 207th
Street and ½ mile west of Edgerton Road to BNSF Railroad (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to
cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this
Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and
K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an
eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to
execute any and all Agreements for County participation in any CARS Program project which has
been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for
which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of Edgerton did approve and authorize its Mayor to
execute this Agreement by official vote of said body on the _____ day of
_____, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter
contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.
2. **Estimated Cost and Funding of Project**
 - a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement is One Hundred Seventy Thousand Dollars (\$170,000).
 - b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Eighty Five Thousand Dollars (\$85,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 1. Land acquisition, right-of-way acquisition, or utility relocation;
 2. Legal fees and expenses, design engineering services, Project administration, or financing costs;
 3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;

4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the

costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- b. The City shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

- 4. **Administration of Project.** The Project shall be administered by Edgerton acting by and through its designated representative who shall be the City's public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Edgerton. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to

determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas ("Finance Director"), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that, to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to the exceptions and liability limits, it shall indemnify and hold the Board harmless for and from any costs, expenses, liabilities or obligations which result from negligent acts or omissions of the City or their respective employees, relating to or in connection with the administration or construction of the Project.

In addition, the City shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. Duration and Termination of Agreement

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed

and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.

- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

- 7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Edgerton, Kansas

Ed Eilert, Chairman

Donald Roberts, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

RESOLUTION NO. 07-10-14A

A RESOLUTION APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM

WHEREAS, the City is desirous of obtaining County funds for certain street improvement projects within the City; and

WHEREAS, in order to have projects considered for the 2012-2016 CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit a written five year road improvement program request; and

WHEREAS, all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, that the attached Five-Year City/County Street Improvement Program has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2012-2016 CARS Program request.

This Resolution will become effective upon its adoption by the Governing Body.

ADOPTED July 10, 2014

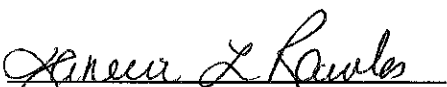
CITY OF EDGERTON, KANSAS




Mayor, Donald Roberts

(SEAL)

ATTEST:


City Clerk, Janeice Rawles

APPROVED AS TO FORM:


Patrick G. Reavey, City Attorney

CARS Form A
2015--2019 Project Application for the
County Assistance Road System (CARS) Program

Submit one form for each project. Make copies of this form as needed.

*Complete & Return **by March 12, 2014***

Submitting City: _____ **Number 1 Priority (Y/N)** _____

Project Location: _____

Joint Project With: _____ **Administrating City:** _____

Contact Name & Title: _____ **County Commission District(s) #:** _____

Estimated Project Schedule: Start Date (mo/yr): _____ **Completion Date (mo/yr):** _____

Current Average Daily Traffic (ADT): _____ **Accident History (Prior 3 Years):** _____

Project Type: Capacity Major Maintenance Bridge Replacement Bridge Rehabilitation
Route Enhancement System Management

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects): _____ **Pavement Condition: Good** ☐ **Fair** ☐ **Poor** ☐

Detailed Description of Existing Facility:

Detailed Description of Project Scope:

Project Cost Information *

- | | | |
|----|--------------------------------|-------|
| 1. | Design Cost: | _____ |
| 2. | Right-of-way acquisition cost: | _____ |
| 3. | Utility relocation Cost: | _____ |
| 4. | Construction cost: | _____ |
| 5. | Construction engineering cost: | _____ |
| | Total project cost: | _____ |

Calculation of CARS Eligible costs:

- | | | | |
|----|-------------------------------|-----|-------|
| A. | Sum item # 4 & 5 above | (+) | _____ |
| B. | Federal Aid Participation | (-) | _____ |
| C. | State Aid Participation | (-) | _____ |
| D. | Other Non-local Participation | (-) | _____ |

Subtotal (CARS eligible costs) _____

CARS Funding request _____

(Request cannot exceed 50% of the CARS eligible costs)

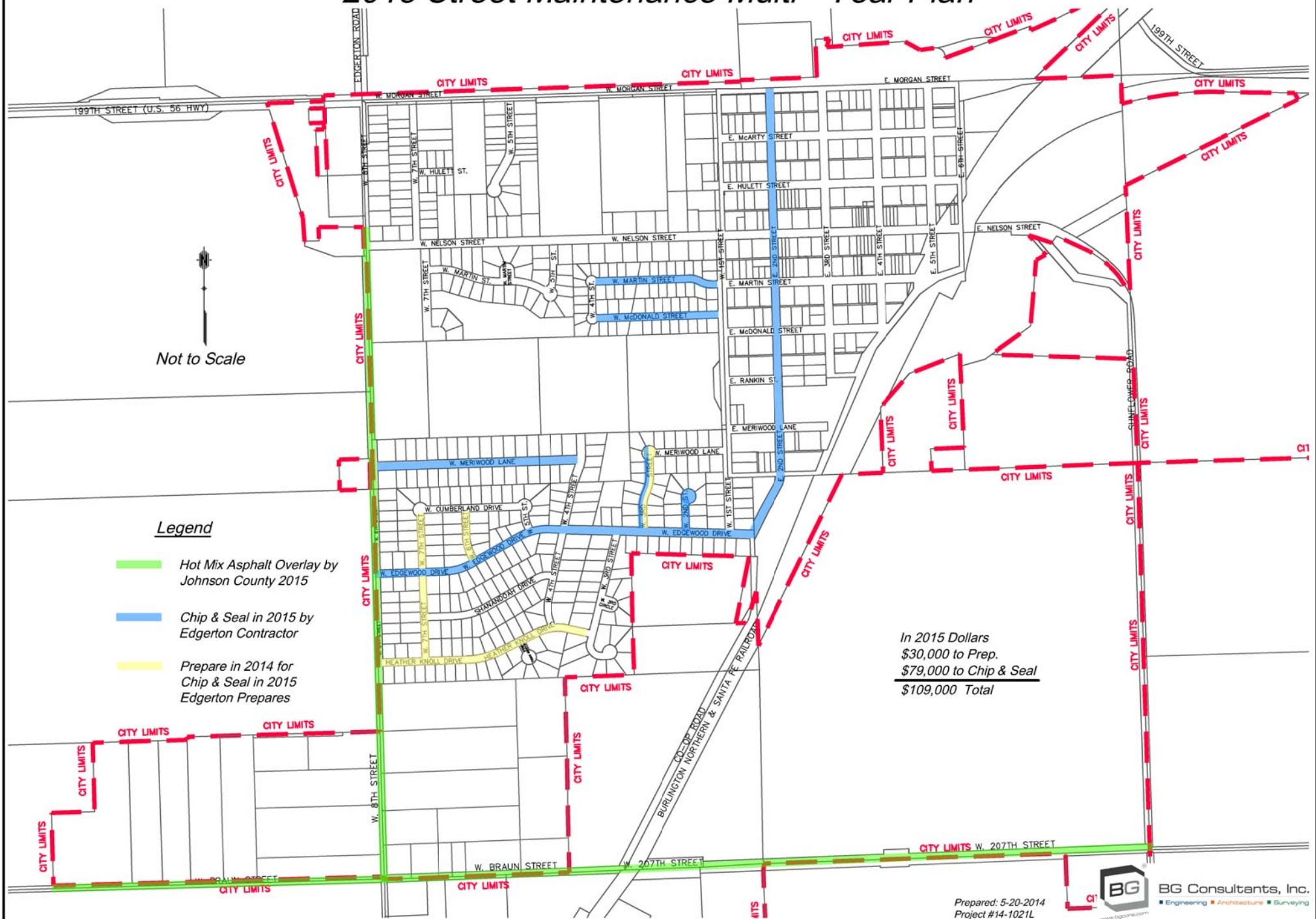
Funding participation by other cities:

City Name: _____ Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal construction cost estimates for upcoming fiscal year projects (i.e., 2014 Program Projects). A copy of the sealed estimates **must** be furnished for all 2014 CARS Program requests.

*City of Edgerton Kansas
2015 Street Maintenance Multi - Year Plan*



City of Edgerton
Special Highway Fund
2015 Budget

	<u>2014 Estimate</u>	<u>2015 Proposed</u>
Beginning Balance 1/1	\$ 168,128	\$ 131,992
Revenues	\$ 43,340	\$ 43,690
Expenditures	<u>\$ (79,476)</u>	<u>\$ (100,453)</u>
Revenues Over (Under Expenditures)	\$ (36,136)	\$ (56,763)
Ending Balance, 12/31 Projected	<u><u>\$ 131,992</u></u>	<u><u>\$ 75,229</u></u>

Expenditure Detail:

2014 Chip & Seal	\$ 51,859	
Edgewood Cut Outs	\$ 27,617	
2015 Chip Seal		\$ 28,033
CARS Project w/Johnson County (Edgewood/207th)		\$ 42,420
Prepwork at 7th/6th/Heather Knoll)		\$ 30,000
	<u><u>\$ 79,476</u></u>	<u><u>\$ 100,453</u></u>

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Guaranteed Maximum Price Proposal For Waverly Road Project

Department: Public Works

Background/Description of Item: In February 2015, the Edgerton City Council approved Resolution No. 02-12-15A approving an Agreement with the Secretary of the Kansas Department of Transportation (KDOT) and BNSF Railway Company for a grant for construction of Waverly Road adjacent to Logistics Park Kansas City. Additionally, the Edgerton City Council approved a Design-Build Agreement with Clarkson Construction Company to complete that project. The project includes construction of approximately three miles of concrete roadway and a grade separation at the BNSF Railway Intermodal tracks leaving the Logistics Park Kansas City.

The Design-Build Agreement states the Contractor shall design the project to approximately 30% of the Project, which will enable the Contractor to determine a Guaranteed Maximum Price (GMP) for construction of the project and a Project Progress Schedule. The GMP is to include a Cost of the Work and must be agreed upon by both the City and the Contractor. The City must also agree to the Project Progress Schedule. Clarkson has submitted its Guaranteed Maximum Price Proposal for the City Council to consider.

To prepare this GMP, the Design-Build team has completed design of the project to thirty percent (30%); prepared Project Design Criteria that have been reviewed and approved by the City Engineer and staff; and finalized the matrix of permits required for construction of the project.

Please find enclosed the following items submitted by Clarkson for consideration by City Council:

- **Cover Letter:** This summarizes the items included in the GMP proposal.
- **Guaranteed Maximum Price (GMP):** The GMP totals \$28,724,625.13. A detailed item breakdown of this price proposal is included. This does not include the contract for preliminary work (\$675,374.87) to develop the GMP or funding allocated for city administrative expenses (\$600,000).
- **Scope of the Work:** This includes description of the scope of work in areas such as remaining design (both bridge and roadway), utility coordination, permitting, construction, project management, etc.
- **Project Schedule:** The project schedule states that project will be open to traffic before December 31, 2015 with a few exceptions to include permanent seeding, permanent pavement markings, polymer overlay and final cleanup/punch list. These exceptions are needed due to anticipated weather requirements for placement. All work will be completed by June 1, 2016.

Staff has provided the GMP proposal to KDOT for review/comment as required by the Agreement with KDOT for the grant. Additionally the proposal has been reviewed by staff and City Engineer. Staff will present a summary of the project during April 9, 2015 city council meeting. Additionally, City Engineer and Design-Build team will be present for questions.

Enclosures: Guaranteed Maximum Price (GMP) Proposal
 Design-Build Agreement with Clarkson Construction Company
 Project Maps from City Council Work Session (under separate cover)

Related Ordinance(s) or Statute(s):

Recommendation: Approve Guaranteed Maximum Price Proposal in the amount of \$28,724,625.13, Scope of Work and Project Schedule and authorize the Mayor to execute Exhibit C.

Funding Source: Kansas Department of Transportation Grant

Prepared by: Beth Linn, City Administrator
Date: April 6, 2014



Road and Bridge Infrastructure Improvements on Waverly Road

US 56 Highway to 199th Street, Edgerton, KS



April 2, 2015

Ms. Beth Linn
City Administrator
City of Edgerton, Kansas
404 East Nelson Street
Edgerton, KS 66021

RE: Waverly Road Design-Build Project, Edgerton, Kansas

Dear Ms. Linn:

We are submitting herewith our Guaranteed Maximum Price (GMP) Proposal for the referenced project. Our Proposal is in conformance with the Design-Build Agreement between the City of Edgerton and Clarkson Construction Company, dated February 12, 2015. Our Proposal includes the "Scope of Work" as set out in "Exhibit A" which is included with this Proposal. We are also including with our Proposal the following information:

1. Proposal Plans
2. Project Design Criteria
3. Current status of permitting as detailed in the "Permitting Matrix"
4. Project Schedule

Our Guaranteed Maximum Price Proposal for the Project is \$28,724,625.13. This proposed amount does not include the Preliminary Guaranteed Maximum Price of \$675,374.87, included in the Design-Build Agreement and \$600,000.00 for the City of Edgerton's costs associated with the Project.

We are attaching an item-by-item breakdown of our Proposal totaling \$28,724,625.13.

Our Proposal is based on completing the work and opening Waverly Road to traffic in 2015 with exceptions of the following:

1. Permanent Seeding due to planting time restrictions
2. Permanent Pavement Markings due to temperature restrictions
3. Polymer Overlay on bridge due to temperature restrictions
4. Final clean-up and punch list items

This work will be completed no later than June 1, 2016.



4133 Gardner Avenue P.O. Box 34315 Kansas City, Missouri 64120-4315
Tel. 816-483-8800 • Fax. 816-241-6823
www.clarksonconstruction.com
"An Equal Opportunity Employer"



In order to meet this schedule, our proposal needs to be approved by the Edgerton City Council at its April 9, 2015 council meeting.

We look forward to continuing to work with the City of Edgerton during the final design and construction of this Project.

Sincerely,

CLARKSON CONSTRUCTION COMPANY

A handwritten signature in blue ink, appearing to read 'T. F. Kellerman', with a long horizontal flourish extending to the right.

T. F. Kellerman, Project Sponsor

CCC
TFK:mt

Attachment

Waverly Road Project
City of Edgerton, KS

Biditem	Description	Quantity	Units	Unit Price	Totals
10	DESIGN	1.000	LS	2,339,141.37	\$2,339,141.37
20	MOBILIZATION & PROJECT MANAGEMENT	1.000	LS	3,028,451.67	\$3,028,451.67
30	REMOVAL OF IMPROVEMENTS	1.000	LS	72,843.48	\$72,843.48
40	KANSAS GAS RELOCATION	1.000	LS	85,000.00	\$85,000.00
50	GARDNER WATER CASING & RELOCATION	1.000	LS	50,000.00	\$50,000.00
60	GARDNER ELEC RELOCATION TO LIFT STA	1.000	LS	93,600.00	\$93,600.00
70	WATER DIST #7 CASING & RELOCATION	1.000	LS	140,000.00	\$140,000.00
80	EROSION CONTROL	1.000	LS	196,250.00	\$196,250.00
90	CLEARING & GRUBBING	1.000	LS	46,503.30	\$46,503.30
100	GRADING	1.000	LS	2,457,072.03	\$2,457,072.03
110	FLOWABLE FILL	900.000	CY	190.03	\$171,027.00
120	18" RCP PIPE	6,573.000	LF	55.15	\$362,500.95
130	24" RCP PIPE CL III	3,368.000	LF	67.21	\$226,363.28
140	30" RCP PIPE CL III	223.000	LF	87.70	\$19,557.10
150	36" RCP PIPE CL III	598.000	LF	107.74	\$64,428.52
160	48" RCP PIPE CL III	977.000	LF	165.99	\$162,172.23
170	54" RCP PIPE CL III	442.000	LF	211.09	\$93,301.78
180	38" x 48" RCP PIPE CL III	101.000	LF	222.11	\$22,433.11
190	60" x 38" RCP PIPE CL III	85.000	LF	271.87	\$23,108.95
200	18" RCP FES	8.000	EA	1,188.82	\$9,510.56
210	24" RCP FES	3.000	EA	1,376.02	\$4,128.06
220	36" RCP FES	6.000	EA	2,111.60	\$12,669.60
230	54" RCP FES	1.000	EA	4,450.52	\$4,450.52
240	38" x 48" RCP FES	2.000	EA	3,246.97	\$6,493.94
250	60" x 38" RCP FES	2.000	EA	4,216.52	\$8,433.04
260	INLETS	104.000	EA	4,357.48	\$453,177.92
270	MANHOLES	2.000	EA	5,515.22	\$11,030.44
280	RCB 8x7	80.000	LF	1,530.30	\$122,424.00
290	RCB 2-6x5	90.000	LF	1,699.80	\$152,982.00
300	RCB 3-16x8	148.000	LF	5,064.48	\$749,543.04
310	HANDRAIL ON RCB	310.000	LF	100.51	\$31,158.10
320	SLOPE PROTECTION (RIP RAP)	3,924.000	CY	68.85	\$270,167.40
330	LIME TREATED SUBGRADE (6")	73,380.000	SY	7.18	\$526,868.40
340	LIME	908.000	TON	195.94	\$177,913.52
350	CEMENT TREATED BASE (4")	73,380.000	SY	13.71	\$1,006,039.80
360	AGGREGATE SURFACING (6")	3,500.000	SY	9.45	\$33,075.00
370	CONCRETE PAVEMENT (12")	70,860.000	SY	67.89	\$4,810,685.40
380	CONCRETE SAFETY BARRIER SPECIAL (42")	600.000	LF	269.58	\$161,748.00
390	TYPE 2 BARRIER (42")	900.000	LF	111.90	\$100,710.00
400	MOMENT SLAB	670.000	SY	65.92	\$44,166.40
410	CONCRETE MASONRY COATING	325.000	SY	10.76	\$3,497.00
420	SIMULATED STONE MASONRY STAIN	250.000	SY	71.02	\$17,755.00
430	CONCRETE DRIVEWAYS	500.000	SY	58.50	\$29,250.00
440	APWA CURB & GUTTER	30,500.000	LF	19.60	\$597,800.00
450	SIDEWALK	14,914.000	SY	35.39	\$527,806.46
460	ADA SIDEWALK RAMPS	29.000	EA	1,170.00	\$33,930.00
470	TRAFFIC SIGNAL CONDUIT	1.000	LS	29,250.00	\$29,250.00

Biditem	Description	Quantity	Units	Unit Price	Totals
480	BRIDGE LIGHTING	1.000	LS	222,300.00	\$222,300.00
490	PAVEMENT MARKING	1.000	LS	146,250.00	\$146,250.00
500	SIGNS	1.000	LS	29,250.00	\$29,250.00
510	FENCE	250.000	LF	70.20	\$17,550.00
520	MAINTAIN ACCESS	1.000	LS	206,850.02	\$206,850.02
530	SEEDING & MULCHING	1.000	LS	38,610.00	\$38,610.00
540	TRAFFIC CONTROL	1.000	LS	29,250.00	\$29,250.00
550	MSE WALLS	32,000.000	SF	70.20	\$2,246,400.00
560	GROUND IMPROVEMENTS	7,316.000	CY	19.45	\$142,296.20
570	2' CONCRETE GUTTER	400.000	LF	50.43	\$20,172.00
580	CLASS III EXCAVATION	462.000	CY	127.63	\$58,965.06
590	CONCRETE (GRADE 4.0) (AE)	919.600	CY	890.10	\$818,535.96
600	CONCRETE (GRADE 4.0) (AE) (SA)	1,865.800	CY	710.02	\$1,324,755.32
610	REINFORCING STEEL (GRADE 60)	230,000.000	LBS	1.22	\$280,600.00
620	REINFORCING STEEL (GRADE 60) (EPOXY COATED)	450,000.000	LBS	1.13	\$508,500.00
630	DRILLED SHAFT AND ROCK SOCKETS	286.000	LF	1,108.99	\$317,171.14
640	SONIC TEST (DRILLED SHAFT) (SET PRICE)	1.000	EA	11,407.50	\$11,407.50
650	PILES (STEEL) (HP 14X89)	639.000	LF	142.98	\$91,364.22
660	PRESTRESSED CONCRETE BEAM NU 70	4,296.000	LF	372.23	\$1,599,100.08
670	MULTI-LAYER POLYMER CONCRETE OVERLAY	3,920.000	SY	46.80	\$183,456.00
680	EXPANSION JOINT (STRIP SEAL)	54.500	LF	453.90	\$24,737.55
690	BRIDGE DRAINAGE SYSTEM	1.000	LS	10,050.56	\$10,050.56
700	BRIDGE BACKWALL PROTECTION SYSTEM	206.000	SY	30.99	\$6,383.94
710	AGGREGATE DRAIN SYSTEM	203.000	CY	212.57	\$43,151.71
720	NEOPRENE BEARING PADS	72.000	EA	1,273.59	\$91,698.48
730	BRIDGE FENCE	1,446.000	LF	128.70	\$186,100.20
740	BRIDGE APPROACH SLAB	303.000	SY	263.25	\$79,764.75
750	CONCRETE MASONRY COATING	573.000	SY	10.76	\$6,165.48
760	SIMULATED STONE MASONRY STAIN	573.000	SY	71.02	\$40,694.46
4000	187TH STREET EXTENSION	1.000	LS	352,676.13	\$352,676.13
	GRAND TOTAL				\$28,724,625.13

EXHIBIT A

SCOPE OF WORK

DESIGN

I. GENERAL SCOPE OF SERVICES AND PROJECT LIMITS

The scope of work covered by this proposal includes the final design of the roadway grading, paving, drainage and structural features required to complete improvements as part of the Waverly Road Project within the limits indicated below:

- 1) 197th Street from Sta. 65+50 to Sta. 89+42.94 (cul-de-sac at Sta. 65+50)
- 2) Waverly Road from Sta. 89+42.94 to Sta. 202+02.13
- 3) 185th Street from Sta. 0+00 to Sta. 39+42.89
- 4) Rail served from Sta. 9+50 to Sta. 21+10 (partial paving only to Conservation Corridor)
- 5) 191st Street & Intermodal Parkway tie-in work and miscellaneous entrances. This includes leg of the 191st Street/Waverly Road intersection north to a point near the BNSF Transcontinental Tracks in Edgerton, Kansas.

In general, the project is divided into two segments for delivery. The South Segment is considered all work lying completely south of the intersection between Waverly Road and 191st Street. The North Segment is considered all work north of this intersection, including the intersection itself.

The scope of services includes developing the following deliverables for the Contractor:

- 1) Project Permitting
- 2) Right-of-Way plans (Right-of-Way Acquisition by Others)
- 3) Early grading plans
 - a. South Segment
 - b. North Segment
- 4) Paving plans
 - a. South Segment
 - b. North Segment
- 5) Crossroad drainage plans
 - a. South Segment
 - b. North Segment
- 6) Storm sewer plans
 - a. South Segment
 - b. North Segment
- 7) Reinforced Box Culvert Plans (scope is for KDOT Standard Plans/RCB's)
 - a. RCB 1
 - b. RCB 2
 - c. RCB 3
- 8) Bridge plans for Waverly Road over BNSF Intermodal Tracks (Existing & Future)
- 9) Signing & Striping plans
 - a. South Segment
 - b. North Segment
- 10) Erosion Control plans
 - a. South Segment
 - b. North Segment

The following additional project management, project coordination and construction phase services are also included in this scope of services:

- 1) Utility coordination (utility relocation design By Others)
- 2) Railroad coordination (railroad agreement By Others)
- 3) Construction services during construction
 - a. Response to Requests for Information (RFI)
 - b. Review and process Shop Drawings

- c. Preparation of as-built drawings from redlined set of drawings, RFI & shop drawings. Managing, assembling and tracking redline drawings, RFI's and shop drawings to be incorporated into as-built drawings shall be the responsibility of the Contractor.
- 4) Project management
- 5) Project meetings

Project specific design criteria previously approved by the City will be the basis of design. This approved design criteria will take precedent over other codes and criteria where in conflict.

II. PROPOSED ROADWAY ENGINEERING SERVICES AND ASSUMPTIONS

A. ROADWAY

A1. EARLY GRADING AND DRAINAGE PLANS

Early Grading and Drainage (G&D) Plans will be prepared based on the preliminary plans (Proposal Plans). The design will be completed in accordance with the project specific design criteria. MSE Walls will be constructed at both the north and south abutments of the new bridge over the BNSF Intermodal Lead Tracks. G&D plans will accommodate proposed 3-lane roadway, intersections, sidewalk, private entrances, storm drainage systems, roadway culverts, utility easements, drainage ditches, bridge embankment, retaining walls, lighting equipment (at the proposed bridge only), and conduits for the future signals as per the preliminary plans. Light level analysis for bridge lighting and construction sequencing concepts will be refined, and lighting layout sheets and traffic control plans will be developed and be included in the Early G&D Plans.

G&D Plan Submittal

The following sheets will be developed for the Early G&D Plan submittal:

- Title Sheet
- Typical Section Sheets
- Plan Sheets
- Profile Sheets
- Entrance Profile Sheets
- MSE Wall Sheets
- Intersection Layout Sheets
- Permanent Erosion Control Sheets
- Temporary Erosion Control Sheets
- Cross Section Sheets
- Signal/Utility Conduit Layout
- Lighting Layout
- Construction Sequencing Sheets
- Traffic Control Sheets
- Traffic Control Cross Sections
- G&D Plan Standard Drawings

Submittals will be made for the Early G&D plans at 60% and at Issued for Construction phase (IFC).

A2. PAVING PLANS

Paving plans will be developed from the Early G&D Plans. The design will be completed in accordance with the project specific design criteria. ADA compatible sidewalk ramps will be included at pedestrian crossings with the pertinent pavement markings at crosswalks. Decorative fencing will be installed atop concrete barriers on the West side of Waverly Road between Intermodal Parkway and Rail Served Road. Decorative lighting will be installed on the bridge only. Handrails will be included atop the headwalls of Box Culverts adjacent to sidewalk facilities.

Paving Plan Submittal

The following sheets will be developed for the Paving Plan submittal:

- Title Sheet
- Typical Section Sheets
- Jointing Sheets
- Pavement Marking Sheets
- Signing Sheets
- Fencing Sheets
- Seeding Sheets
- Supplemental Intersection Detail Sheets
- Paving Plans Standard Drawings

Submittals will be made for the Paving Plans at 60% and at IFC.

B. UTILITY COORDINATION

HDR will setup utility coordination meetings to facilitate the utility relocation process. Negotiation of utility agreements and necessary utility easements will be the responsibilities of the City of Edgerton (City).

Design of the utility relocations will be the responsibility of the respective utilities. **RIGHT-OF-WAY PLANS.**

Right-of-Way (ROW) plans will be prepared based on the Proposal Plans. Plans will show existing and proposed ROW, existing and proposed utility easements, temporary easements, ownership information, and section lines.

It is assumed that the proposed ROW will be 100' wide and centered on the section line along Waverly Road and 80' wide and centered along 185th Street Realignment. 10' shared utility easements will be required adjacent to both sides of the ROW. Permanent easements for private utilities and drainage will also be included as the negotiations are completed with the utilities and landowners. Temporary easements will be delineated to encompass the limits of construction and expire one year after project completion.

ROW Exhibits for use with the negotiation and acquisition of ROW and easements will be developed by others. Negotiation of ROW and easements will be handled by the City.

Right-of-Way Plan Submittal

The following plan set will be developed for the Right-of-Way Plan submittal:

- Title Sheet
- ROW Plan Sheet

Submittals will be made for the ROW plans at 60% and at IFC.

C. LIST OF SUBMITTALS AND DELIVERABLES – NORTH AND SOUTH SEGMENTS

- 100% Right-of-Way Plans
- Final Right-of-Way Plans
- 60% Grading and Drainage Plans
- IFC Grading and Drainage Plans
- 60% Paving Plans
- IFC Paving Plans

III. PROPOSED DRAINAGE ENGINEERING SERVICES AND ASSUMPTIONS

This scope of work defines the proposed engineering services to be provided by HDR Engineering, Inc. (HDR) for the Drainage Discipline. The scope of services includes drainage plans for the scope of work defined in Section I – General Scope of Services and Project Limits.

D. DRAINAGE PLANS AND DESIGN

Final drainage plans will be prepared based on the Proposal Plans. Special provisions and supplemental specifications that pertain to the drainage design will be updated during the final design phase.

The drainage design within the project limits includes the following items:

- 1) Revise curb inlets, manholes and trunk line system for final design
- 2) Update spread widths, inlet captures and bypass (10 year, 25 year, 100 years)
- 3) Final/detail sizing of grate inlets adjacent to MSE Walls
- 4) Prepare pipe profiles (include HGL)
- 5) Evaluate 1% storm curb depths and overflow paths
- 6) Energy dissipation design at storm sewer outfalls
- 7) Submit no-rise calculations and floodplain development permits
- 8) Obtain final LOMR Model (north of 183rd Street)
- 9) Verify 100 year overtopping depths (7" or less) at all culverts
- 10) Verify ditch sizing (left and right)
- 11) Prepare BNSF RR culvert sizing memo
- 12) Prepare culvert profiles (2 culverts)
- 13) Prepare standard RCB Sheets & coordinate with Structures Discipline
- 14) Prepare project hydraulic memo/report

E. STORM SEWER PLANS

Storm sewer plans will be developed from the G&D Plans. The design will be completed in accordance with the project specific design criteria. The inlet spacing will be developed based on not exceeding the spread width requirements during a 10 year design. The ponding depth on a 25 year storm will be calculated to verify flow will not cross the crown. The hydraulic grade line of storm sewers will be calculated and held to no higher than top of pipe during the 10 year storm. The hydraulic grade line will also be calculated for the 25 year and 100 year storms to assist with the ponding depth calculations. The hydraulic grade line for storms larger than the 10 year return interval may surcharge the pipe.

Storm Sewer Plan Submittal

The following sheets will be developed for the Paving Plan submittal:

- Title Sheet
- Plan and Profile Sheets
- Culvert Penetration Details
- Custom Grate Inlet Details (next to MSE wall)
- Standard Curb Inlet and Junction Box Details
- Pipe Bedding and Standard Storm Sewer Details

Submittals will be made for the Storm Sewer Plans at 60% and at IFC. Energy dissipation is based on out-letting the storm pipes into the side of a box culvert (3 penetrations). One rock rip rap apron/flume will be sized near the railroad service drive on the north side of the viaduct.

F. CULVERT PLANS

Culvert (cross pipe) plans will be developed from the G&D Plans. The design will be completed in accordance with the project specific design criteria. Standard KDOT boxes, wing walls and pipe flared end sections will be used. Structural sheets detailing the wall thickness, rebar and layout will be supplied in MicroStation format from KDOT. The scour protection is based on

installation of a rock rip rap apron at the outlet of each culvert. The rock rip rap apron stone size shall be sized based on KDOT criteria.

The conceptual design of the culvert under the viaduct for a future BNSF rail spur will be developed. The conceptual design will consist of one plan and profile sheet. The sizing of this culvert will be documented in a standalone BNSF sizing memo. The culvert size will be based on meeting BNSF hydraulic capacity standards for the 100 year and 50 year return interval. The hydrology will be based on future detained upstream flows following APWA criteria.

Culvert Plan Submittal

The following sheets will be developed for the Paving Plan submittal:

- Culvert Plan and Profile
- Structural Sheets
- Outlet Protection and Erosion Control
- Culvert Standard Drawings

Submittals will be made for the Culvert Plans at 60% and at IFC.

IV. PROPOSED BRIDGE ENGINEERING SERVICES AND ASSUMPTIONS

The scope of work covered by this proposal includes the final design of the new Waverly Road Bridge carrying Waverly Road over the BNSF Intermodal Lead Tracks. This scope also includes coordination with the Drainage and Roadway Disciplines to design and detail RCB and culverts in three locations. This scope also includes coordination with the Roadway Discipline for two MSE wall layouts at both abutments of the overpass bridge. Coordination and consultation with the BNSF for the new overpass bridge is also included.

G. BRIDGE PLANS

Final bridge plans will be prepared based on the Proposal Plans. Special provisions and supplemental specifications that pertain to the bridge design will be updated during the final design phase of the project.

Waverly Road Bridge

Proposed Work: New structure is a 6 span prestressed girder bridge (Spans 132.6-114.3-136-107.5-110-90). The structure will accommodate non-phased construction. Abutments will be integral and founded on steel piles behind MSE walls. Abutments will use U-shaped wings. The piers (except Pier 1) will be round column bents with crash walls or grade beams founded on drilled shafts. Pier 1 will be an inverted T Straddle bent founded with large diameter columns founded on drilled shafts.

Bridge Plans

The following plan sheets will be developed to match the anticipated construction for the bridge:

- General Notes and Summary of Quantities
- Contour Map
- Construction Layout Sheet
- Engineering Geology
- Abutment Details
- Pier Details
- Bearing Device Details
- Beam Layout
- Beam Details
- Diaphragm Details
- Slab Plan and Details
- Camber and Pavement Elevations
- Superstructure Details (Plan)

- Superstructure Details (Sections)
- Expansion Joint Details
- Barrier Curb Details
- Conduit Details
- Fencing Details
- Lighting Details
- Bill of Reinforcing Steel and Bending Diagrams
- Bridge Standards

Bridge rating for the bridge will be done per the latest guidelines in the KDOT Bridge Design Manual. Rating will include superstructure limits only.

Deliverables

HDR will provide full size PDF for review at 60% and IFC.

Bridge rating report (xml and BWS report) will be provided for the bridge at IFC.

Revisions to Office Check Plans

HDR will make revisions to the plans per the 60% review.

H. RR COORDINATION AND MEETINGS

Structures will coordinate with the BNSF RR, Contractor and the City of Edgerton to develop the RR Crossing Agreement for the new Waverly Road Bridge over the Lead Tracks. This scope includes meetings with the railroad as well as developing the plans for railroad submittals. Scope includes assistance in developing the crossing agreement to be submitted to the BNSF RR.

I. DRAINAGE DESIGN, DETAILS AND DRAINAGE COORDINATION

Structures will coordinate with the Drainage design and help develop designs and details for the three RCB/culverts on the Waverly Road project.

J. MSE WALL LAYOUTS AND ROADWAY COORDINATION

Structures will coordinate with the Roadway design and help with the development of the MSE Wall plans and details on the Waverly Road project. Structures will help Roadway develop details for the standard MSE details, MSE drainage and other features for the MSE walls.

Structures will coordinate with the Roadway design and help with the development of the approach slabs for the bridge. Standard KDOT approach slab details will be developed and modified as required for the approach slabs on each end of the Waverly Road Bridge over the lead tracks.

V. PROPOSED ENVIRONMENTAL PERMITTING SERVICES AND ASSUMPTIONS

This scope of work defines the proposed engineering services to be provided by HDR Engineering, Inc. (HDR) for the Environmental Permitting Discipline. The scope of work covered by this proposal includes the continuation of preliminary design phase permitting for construction of the road, bridge and culvert work for the project.

K. MEETINGS AND COORDINATION

Participate in project coordination meetings and ongoing coordination support. One environmental personnel to attend each meeting for approximately 3-month duration until final design is complete.

L. 404/401 PERMIT APPLICATION PREPARATION AND SUBMITTAL

Request Nationwide Permit #14 under Section 404 of the Clean Water Act. Complete the Section 404 Permit Application USACE ENG Form 4345 or PCN letter or full individual permit application submittal. Submit the 404 permit application to the USACE.

Prepare cover letter and supporting information to USACE for review. Permitting information potentially includes, but not limited to: design plans provided, construction methods, avoidance and minimization, and impacts.

USACE 404 permit request letter and Permit Application with attachments.

NWP #14 USACE 404 permit can be obtained if project impacts (loss of waters of the U.S.) are at or under 0.5 acre. Wetland and stream impacts greater than 0.5 acre will require an Individual Permit. One copy of the Section 404/401 Permit Application will be provided to City. Mitigation is not anticipated.

A Nationwide Permit can typically be obtained within approximately 60 day of submittal.

Design components (plans, profiles, cross sections, construction limits widths, etc.) provided internally by HDR design engineers to determine environmental impacts.

M. KS DEPT. OF AGRICULTURE – DIVISION OF WATER RESOURCES – STREAM OBSTRUCTION AND FLOODPLAIN FILL PERMITS

Prepare Stream Obstruction and Floodplain Fill Permits from KDA- DWR for a new culvert and related embankment fill. Application also covers occasional coordination such as telephone calls, emails, and standard mail.

N. AGENCY COORDINATION – CORPS, KDA-DWR, KDHE, CITY OF EDGERTON AND JOCO STORMWATER

Coordinate with agencies as necessary. Record coordination via phone notes, emails, memo of findings of coordination.

CITY OF EDGERTON AND JOHNSON COUNTY SWPPP'S AND LAND DISTURBANCE APPLICATIONS.

Prepare City and County Stormwater Pollution Prevention Plans (SWPPP) and Land Disturbance Permit applications and related submittals for stormwater runoff from construction activities specific to construction of the project in conformance with City and County Land Disturbance Permit Requirements for construction activities. Prepare Land Disturbance applications and SWPPP's and submit. Maintenance of the SWPPP's during construction, including SWPPP and **FLOODPLAIN DEVELOPMENT PERMIT.**

Coordinate and prepare complete floodplain permit applications to be submitted to Johnson County and/or City floodplain administrators based on county regulations for work within Zone A 100-year floodplains (base elevations and flood hazards factors undetermined). No-rise certification is assumed by a licensed professional Kansas engineer.

**O. FAA FORM 7460-1 NOTICE TO PROPOSED CONSTRUCTION OR ALTERATION
FLOODPLAIN DEVELOPMENT PERMIT**

Prepare and submit FAA Form 7460-1 clearances for bridge and crane lighting obstructions in navigable airspace.

VI. DESIGN CONSTRUCTION PHASE SERVICES

P. BRIDGE CONSTRUCTION PHASE SERVICES

The scope of services is for design services during construction including: project administration, bi-weekly meetings, answering construction requests for information, shop drawing reviews, and developing as-built drawings for the structures on the project (bridge, RCB, etc.).

Q. ROADWAY & DRAINAGE CONSTRUCTION PHASE SERVICES

Design services during construction include Project administration that includes: bi-weekly meetings, answering construction requests for information, shop drawing reviews and developing as-built drawings for the Roadway and Drainage components of the project.

VII. PROJECT MANAGEMENT AND ADMINISTRATION

R. DESIGN PHASE MEETINGS

Bi-weekly project design meetings will be conducted until the design phase of the project is completed. Meetings will be documented with a list of attendees, date/time/location of the meeting, major items discussed and decisions reached. Meeting minutes will be prepared and stored in the project files on ProjectWise.

S. ADMINISTRATION

Project administration will include project scheduling and directing overall design of the project including the work product of subconsultants.

Documenting and recording quality control reviews and confirming design compliance with contract requirements.

VIII. SUBMITTALS

T. BRIDGE SUBMITTALS AND DELIVERABLES

- 60% Bridge Plans
- 60% RCB Plans
- IFC Bridge Plans
- IFC RCB Plans
- CAD Conformed MicroStation DGN Files Bridge rating report (xml and BWS report) at IFC

U. ROADWAY AND DRAINAGE SUBMITTALS AND DELIVERABLES

- 60% Right-of-Way Plans
- Final Right-of-Way Plans
- 60% Grading and Drainage Plans
- IFC Grading and Drainage Plans
- 60% Paving Plans
- IFC Paving Plans

- All submittals include submittals for the North Segment and South Segment

IX. SCHEDULE OF SERVICES

The design phase of the project is scheduled to be completed by July 31, 2015. The goal of the project is to achieve substantial completion of construction by December 31, 2015.

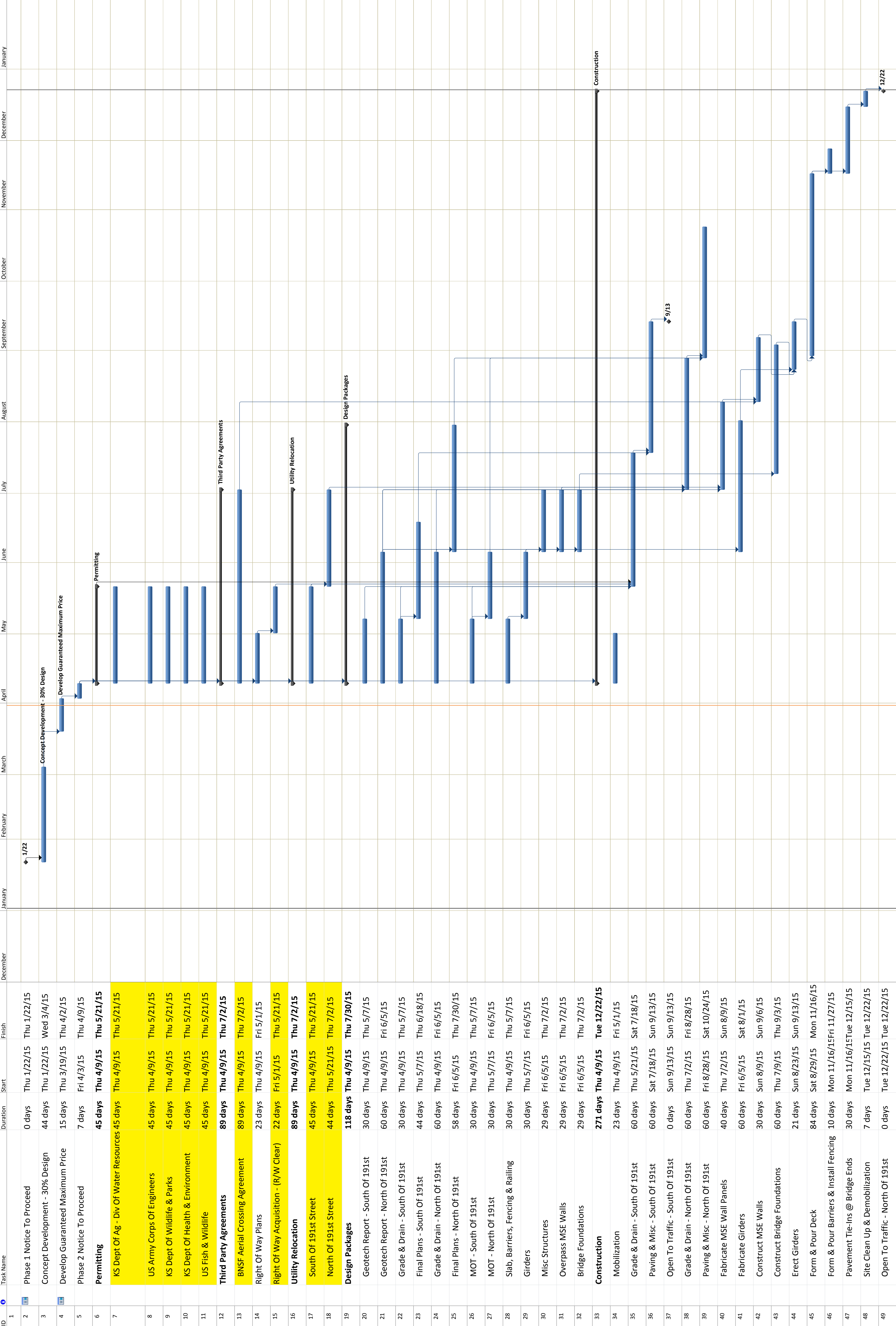
CONSTRUCTION

Contractor shall provide all necessary labor, equipment, material and project administration to oversee the design and to perform construction of the work in accordance with the design plans and the project schedule. Contractor shall provide a construction office on, or near, the site for use by all Project personnel and City representatives but not to include the City's inspection and testing personnel.

Construction will begin work upon plan approval of the Guaranteed Maximum Price by the City. Construction will begin before all plans are complete if the Contractor presents satisfactory plans for specific portions of the work that are not impacted by regulatory approval, right-of-way acquisition, utility relocations, and other design considerations that will affect the remainder of the Project.

PROJECT CLOSEOUT

Contractor will be responsible for monitoring progress of construction through daily observation and recordkeeping. The Contractor shall submit monthly construction pay requests, certifying to their accuracy and appropriateness. Upon completion of all construction, final inspection and addressing of punch-list items, the Contractor shall provide all required Project closeout documents.



DESIGN-BUILD AGREEMENT

THIS AGREEMENT made as of _____, 2015, between the City of Edgerton, Kansas, a Kansas municipality (hereafter called "City") and Clarkson Construction Company, a corporation (hereafter called the "Design-Build Contractor").

WHEREAS, the City has selected Design-Build Contractor to design and build improvements to Waverly Road from south of Highway 56 to 199th Street ("Project"). There may also be other areas determined by the City to be necessary or desirable to support the street improvements described above and, when so determined, will become a part of the Project; and

WHEREAS, Design-Build Contractor has selected HDR Engineering, Inc. ("Engineer") as its design teammate for the Project; and

WHEREAS, the Design-Build Contractor has sufficient experience and qualified personnel to perform, and the City desires the Design-Build Contractor to perform, the design-build services herein described; and

WHEREAS, the City has determined that, of those who responded to the City's solicitation, the Design-Build Contractor is the best qualified to provide the design-build services described herein; and

NOW, THEREFORE, the City and the Design-Build Contractor, in consideration of their mutual covenants herein, agree in respect to the performance of design-build services by the Design-Build Contractor for the City as set forth below.

ARTICLE I Scope of Services

The Design-Build Contractor shall provide the City with design-build services listed in attached Exhibit A: Basic Services and Related Matters.

The Design-Build Contractor shall prepare and the City shall agree to a Preliminary Guaranteed Maximum Price ("PGMP") to design approximately 30% of the Project, which will enable the Design-Build Contractor to determine a Guaranteed Maximum Price ("GMP") for its services for the Project and to prepare a Project Progress Schedule. The Scope of Work for the PGMP is described on Exhibit D. The GMP shall consist of the Cost of the Work (as defined in Exhibit B hereto) and shall be agreed to by the City and the Design-Build Contractor. The Project Progress Schedule shall also be agreed to by the City and the Design-Build Contractor.

In the event the GMP is acceptable to the City, Exhibit C shall be completed and signed by the parties, and the Design-Build Contractor shall proceed to complete the design of the Project and proceed with construction within the accepted GMP. In the event that the GMP is not acceptable to the City, the parties shall negotiate in good faith to reach an acceptable GMP. In the event negotiations fail, the City shall reimburse the Design-Build Contractor for its costs to complete the PGMP, and these costs shall include payments made or to be made to the Engineer. Reimbursement to the Design-Build Contractor for the PGMP plans shall not exceed the amount set forth on Exhibit D. Upon receipt of such reimbursement by Design-Build Contractor, this agreement shall be terminated and of no further force and effect.

The City may request additional design-build services to extend this agreement to provide Project-related design-build services not anticipated at the time of this agreement. At the City's request the Design-Build Contractor shall submit a written scope of the additional work including an estimate of additional costs and additional time, if applicable, for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written Change Order which may be duly entered into by the parties to this Agreement.

ARTICLE II **Compensation**

City shall pay to Design-Build Contractor the PGMP and the GMP as described in Article I. Any work outside the PGMP or the GMP that is not specifically provided for in this Agreement must be pre-approved by the City by means of written Change Order. Compensation for work outside the GMP shall be calculated as follows:

Direct cost of self-performed work plus 10%, which includes overhead, profit and Design-Build Contractor fee. Unit prices shall be provided with each Change Order, for approval by the City.

For Subcontracted work included in a Change Order, compensation will include subcontract price plus 5% for the Design-Build Contractor fee.

For all payments, whether inside or outside of the PGMP or the GMP, Design-Build Contractor will submit monthly pay requests to the City for approval. Upon approval, payment will be made within 30 calendar days thereafter. For payments that are late and not received by Design-Build Contractor within 45 calendar days, interest shall accrue thereon at 18% per annum.

ARTICLE III **Time and Liquidated Damages**

Time is a critical consideration of the terms of this Agreement. In the event the GMP is acceptable to the City, the Design-Build Contractor agrees to substantially complete the design-build services outlined in Exhibit A, Basic Services and other Matters, by the date set forth on Exhibit C. The contract time includes reasonable review time by the City, and other governmental agencies. Modifications to the completion date may be made if agreed to by Change Order.

Design-Build Contractor may request extensions of time stating fully the reasons for such request. An extension in time shall be granted to the Design-Build Contractor for delays reasonably recognized by the City as unavoidable. Extensions for unavoidable delays shall be made in accordance with Section 8.3 herein. In absence of written directions to the contrary, receipt of a Change Order shall be the Design-Build Contractor's Notice to Proceed thereon. For Change Orders involving an extension in time only, with no change in project scope, the Design-Build Contractor may request reimbursement from the City of project management expenses directly associated with said time extension at a rate not to exceed documented actual costs.

The Design-Build Contractor and the City acknowledge that in the event that the Design-Build Contractor fails to achieve Substantial Completion of the Project by the date established therefore in the Schedule, as adjusted, City will incur damages, the extent of which may be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that City would incur as a result of late Substantial Completion of the Project.

If the Design-Build Contractor fails to achieve Substantial Completion of the work on or before the date of Substantial Completion set forth in Exhibit C, as adjusted, for any reason other than Excusable Days, the Design-Build Contractor shall pay to City liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for each day the date of Substantial Completion is delayed beyond the date of Substantial Completion set forth in Exhibit C. Substantial Completion shall include all scheduled work, but not fine grading, seeding and sodding, and final clean-up.

Payment of liquidated damages shall be made contemporaneously with City's required payment to the Design-Build Contractor at Substantial Completion, and such payments may be offset against each other.

ARTICLE IV City's Responsibilities

City shall do the following in a timely manner so as not to unreasonably delay the services of the Design-Build Contractor.

1. Attend construction meetings.
2. Provide prompt and expeditious reviews of submitted documents, plans, information, and materials and provide timely communications so as to not unnecessarily delay the Design-Build Contractor's performance of the Work.
3. Negotiate for rights-of-way and easements necessary to complete the project; City shall pay negotiated compensation to property owners for such rights-of-way and easements.
4. City Engineer David Hamby shall be the primary point of contact for the City through whom all communications to the Design-Build Contractor shall be issued.

ARTICLE V Design-Build Contractor's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Design-Build Contractor shall do the following:

Comply with local, state and federal rules, regulations, building codes, and laws pertaining to this Agreement.

1. The services performed by the Design-Build Contractor and its selected Engineer shall be at the risk of the Design-Build Contractor exclusively. To the fullest extent permitted by law, Design-Build Contractor agrees to release, indemnify, save and hold harmless, City, its officers, employees, Mayor and City Council Members, volunteers, and agents (collectively, "Indemnitees") for, from, and against 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 negligent act, error, or omission, of the services of the Design-Build Contractor, its employees, agents, subcontractors and/or suppliers, whether active or passive; unless the Loss is caused by the negligence of the City, its officers, employees, Mayor, and City Council Members, volunteers or agents. "Loss" means any and all loss, lien, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine (including without limitation, court costs, reasonable attorney's fees, consultant's fees, cost of defense, and costs of investigation) or otherwise (collectively "liabilities"), in connection with any action, proceeding, demand or claim, whether real or spurious, 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. Design-Build Contractor's indemnification obligations hereunder shall extend to claims occurring after this contract is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnitees for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

Maintain throughout the duration of this contract insurance in the amounts set forth on Exhibit G.

2. File acceptable Certificates of Insurance with the City within ten (10) days of the execution of the Contract. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior Written Notice has been given to the City. At the discretion of the City, the Design-Build Contractor shall file copies of endorsed insurance policies with the City prior to commencement of the Work. Copies of the Certificate of Insurance for the Design-Build Contractor are attached as Exhibit G-1.
3. Procure and maintain at its own expense, while this Agreement is in effect, in accordance with the provisions of the law of the State of Kansas, Workers' Compensation Insurance, including occupational disease provisions, for all of Design-Build Contractor's employees at the site of the Project and in case any Work is sublet, the Design-Build Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Design-Build Contractor. In case any class of employees engaged in hazardous Work under these Contract documents at the site of the Project is not protected under Workers' Compensation statute, the Design-Build Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
4. Procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permits, Railroad Crossing Agreements, Corps of Engineers Permits) regardless of who secured the license, permit or agreement.

5. Require the Engineer to maintain Professional Liability Insurance as set forth on Exhibit H, but this insurance shall not relieve Design-Build Contractor of any indemnity obligations set forth herein or liability occasioned by alleged negligence or liability on the part of Engineer. A copy of the Engineer's Certificate of Insurance is attached as Exhibit H-1.
6. Obtain, furnish and deliver to the City, Payment and Performance Bonds prior to, and as a condition precedent to, commencement of the Work on the Site. The Payment and Performance Bonds shall be furnished on behalf of the Design-Build Contractor, shall name the City as obligee, and shall be in the penal sum equal to the Guaranteed Maximum Price. The Payment and Performance Bonds shall be in the forms set forth as Exhibit E and F hereto, and shall be issued by the Surety. All premiums for the Payment and Performance Bonds shall be a Cost of the Work.
7. Employ persons qualified to efficiently perform the obligations and duties of the Design-Build Contractor under this Agreement. If the City shall so direct, the Design-Build Contractor shall remove from the project any engineer, architect, surveyor, appraiser or other person employed by the Design-Build Contractor in connection with the work, and it is agreed that such removal will not have any material impact on the delivery of the Scope by the Design-Build Contractor as outlined in this Agreement, nor shall such removal have any impact on the GMP. The primary point of contact for the Design-Build Contractor through whom all communication is issued shall be Thomas F. Kellerman, P.E.
8. Scopes of Work and Change Orders prepared by the Design-Build Contractor will be delivered to the City.

ARTICLE VI

Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Kansas.
2. Assignment. The rights and obligations of a party under this Agreement shall not be assigned without the approval in writing of the City and Design-Build Contractor.
3. Binding on Successors. The City and the Design-Build Contractor each is hereby bound, and the stockholders, members, partners, successors, administrators and legal representatives of the City and the Design-Build Contractor are hereby bound, to each other party in respect of all covenants and obligations of this agreement.
4. Reuse of Information. The materials provided as part of the PGMP Services ("Preliminary Design Workproduct") represent preliminary design documents prepared by Engineer, and as such are conceptual in nature and not suitable for use as construction documents until such time that all field verification, permitting approvals design inputs, interdisciplinary coordination, quality control review, and City approval of final design ("Final Design Workproduct") is obtained.
 - a. Transfer of Preliminary Design Workproduct and Final Design Workproduct. All reports, design documents, surveys, presentation graphics, creative products and other materials or information created by the Engineer as Preliminary Design Workproduct or Final Design Workproduct will be transferred to City, except for

Excluded IP. Excluded IP is (i) intellectual property owned by Engineer or Design-Build Contractor, their affiliates and subconsultants; and (ii) other intellectual property provided by third parties for use as part of the Project. Design-Build Contractor hereby grants to City a non-exclusive, transferrable, irrevocable, unconditional, paid-up license to use, reproduce, modify, adapt, disclose and sublicense Excluded IP solely for the Project purposes described in this Agreement without transfer of any ownership rights. Design-Build Contractor shall have the right, at its sole cost and risk, to use its Preliminary Design Workproduct and Final Design Workproduct for its other business purposes.

- b. Re-use of Preliminary Design Workproduct and Final Design Workproduct. Subject to the following conditions, City shall have the right to re-use the Preliminary Design Workproduct and Final Design Workproduct, except Excluded IP, without verification or adaptation by the Engineer or Design-Build Contractor in this Project after termination of this Agreement for any reason, in any other project or for any other purpose:
 - i. All re-use shall be at the sole cost and risk of City and/or any other party obtaining access to the Preliminary Design Workproduct or Final Design Workproduct directly or indirectly from City, without liability of Engineer or Design-Build Contractor.
 - ii. No re-use of the Preliminary Design Workproduct or Final Design Workproduct for purposes other than those related to the Project will be made until Engineer's title block, seal and signature have been removed.
 - iii. No additional compensation will be made to the Engineer or Design-Build Contractor for the permitted re-use.

- 5. Taxes. It is the intent of the City to supply the Design-Build Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the Project. The Design-Build Contractor shall omit from its computed costs all Kansas sales and compensation taxes. Two copies of the State of Kansas Project Completion Certificate (Form STD-77) will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to the Design-Build Contractor and must be signed and returned to the City upon completion of the Project. The City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by the Design-Build Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the Design-Build Contractor until the City has received the two Project Completion Certifications from the Design-Build Contractor along with the Consent of Surety Company to Final Payment. If for any reason the exemption certificate number is not furnished the Design-Build Contractor, the City will, upon Written Notice from the Design-Build Contractor, execute a Change Order to compensate the Design-Build Contractor for such sales and compensating taxes which would otherwise be legally exempted by said certificate number.

- 6. Intentionally Omitted

- 7. Warranty.

- 7.1 The Design-Build Contractor shall warrant all Materials and Equipment furnished and Work performed for one year after the City accepts the Work to be free from all defects due to faulty materials, equipment or workmanship, and the Design-Build Contractor shall promptly make corrections as may be necessary by reason of such defects and the repairs of any damage to other parts of the Work, including damages to adjacent existing improvements, utilities, pavement and so forth, resulting from such defects. All materials, equipment or work incorporated in correcting such defects shall also be warranted and guaranteed to conform to the requirements of this Agreement. Additionally, Design-Build Contractor shall provide a one-year warranty for the Project as a whole, said period to begin on the date that the City indicates in writing that the Project is complete and accepted by the City.
- 7.2 The City will give Written Notice to the Design-Build Contractor of observed defects with reasonable promptness. If for any reason the Design-Build Contractor shall fail to make any such repairs, adjustments, including other Work that may be made necessary by such defects, within twenty (20) days after the date such notice is serviced upon the Design-Build Contractor (or if the repairs or adjustments are of a nature that they cannot be completed within twenty (20) days even with Design-Build Contractor diligently pursuing same), the City will have the right and authority to correct or cause the correction of the defects, including that which may be made necessary by said defects, and charge the Design-Build Contractor for all costs thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.
8. Termination for Default.
- 8.1 Default. If the Design-Build Contractor refuses or fails to perform any of the provision of this Agreement with such diligence as will ensure its completion within agreed times, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Design-Build Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Design-Build Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- 8.2 Compensation. The City shall pay the Design-Build Contractor the costs and expenses and reasonable profit for design-build services performed by the Design-Build Contractor and its subcontractors prior to receipt of the notice of termination; however, the City will withhold such sums as the City deems to be reasonably necessary to protect the City against loss caused by the Design-Build Contractor because of the default.
- 8.3 Excuse for Nonperformance or Delayed Performance. The Design-Build Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if the Design-Build Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as, acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, material shortages, or other labor disputes beyond the control of Design-Build Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Design-Build Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable

from other sources in sufficient time to permit the Design-Build Contractor to meet the terms of the Agreement. Upon request of the Design-Build Contractor, the City shall ascertain the facts and extent of such failure, and, if the City determines that any failure to perform was occasioned by any excusable cause, and that, but for the excusable cause, the Design-Build Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience".

- 8.4 Erroneous Termination for Default. If, after notice of termination of the Design-Build Contractor's right to proceed under the provisions of this Section, it is determined for any reason that the Design-Build Contractor was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the City and the Design-Build Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been pursuant to the Section entitled "Termination for Convenience".

9. Termination for Convenience.

- 9.1 Termination. The City may, when the interests of the City so require, terminate this Agreement in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Design-Build Contractor specifying the part of the Agreement terminated and when termination becomes effective.

- 9.2 Design-Build Contractor's Obligations. The Design-Build Contractor shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Design-Build Contractor will stop work to the extent specified.

- 9.3 Compensation. The City shall pay the Design-Build Contractor the following amounts:

- (a) All costs and expenses incurred by the Design-Build Contractor (including payments to the Engineer) for work accepted by the City prior to the Design-Build Contractor's receipt of the notice of termination, plus a 10% profit for said work.
- (b) All costs and expenses incurred by the Design-Build Contractor for materials ordered and work not yet accepted by the City but performed by the Design-Build Contractor prior to receipt of the notice of termination, plus a 10% profit for said work. The City shall retain possession/ownership of any ordered and stored materials for which payment has been made.

Anticipatory profit for work and service not performed by the Design-Build Contractor shall not be allowed.

10. Disputes.

- 10.1 All disputes between the City and the Design-Build Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the City Administrator or her designee in writing, within 30 days after a written request

by the Design-Build Contractor for a final decision concerning the controversy. Provided, however, that if the City Administrator or her designee does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Design-Build Contractor may proceed as if an adverse decision has been received.

- 10.2 The City shall immediately furnish a copy of the decision to the Design-Build Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- 10.3 Any such decision shall be final and conclusive, unless fraudulent, or the Design-Build Contractor brings an action seeking judicial review of the decision in the Johnson County District Court.
- 10.4 The Design-Build Contractor shall comply with any decision of the City and proceed diligently with performance of this Agreement pending final resolution by the Johnson County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the City, provided, however, that in any event the Design-Build Contractor shall proceed diligently with the performance of the Agreement where the City has made a written determination that continuation of work under the Agreement is essential to the public health and safety.
11. Representations. The Design-Build Contractor certifies that:
 - 11.1 The prices submitted are independently arrived at without collusion.
 - 11.2 The Design-Build Contractor has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.
 - 11.3 The Design-Build Contractor represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
12. Equal Employment Opportunity. During the performance of this Agreement, the Design-Build Contractor agrees as follows:
 - 12.1 The Design-Build Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, or ancestry. The Design-Build Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Build Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required legal notices setting forth the provisions of this non-discrimination clause.
 - 12.2 The Design-Build Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Build Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

- 12.3 The Design-Build Contractor will cause the foregoing Equal Opportunity provisions to be inserted in all subcontracts for any work covered by this Agreement but such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 12.4 The Design-Build Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- 12.5 If the Design-Build Contractor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Design-Build Contractor may be declared ineligible for any further City contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the Design-Build Contractor shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.
- 12.6 The Design-Build Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS §2000d et. Seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C § 12101, and amendments thereto; and the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp.) and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.
- 12.7 The Design-Build Contractor and the City, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.
- 12.8 The Design-Build Contractor will be required to conform to Affirmative Action and Equal Opportunity Requirements prior to the execution of this Agreement.

ARTICLE IX

Exhibits

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A. Basic Services and Related Matters

Exhibit B.	Cost of the Work
Exhibit C.	Guarantee Maximum Price.
Exhibit D.	Preliminary Guaranteed Maximum Price with Scope of Work
Exhibit E.	Payment Bond Form
Exhibit F.	Performance Bond Form
Exhibit G.	Insurance Requirements – Design-Build Contractor
Exhibit G-1.	Design-Build Contractor's Certificate of Insurance
Exhibit H.	Insurance Requirements – Engineer
Exhibit H-1.	Engineer's Certificate of Insurance

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF EDGERTON, KANSAS
404 East Nelson
Edgerton, Kansas 66021

Donald Roberts, Mayor

(Seal)

ATTEST:

Janiece Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

CLARKSON CONSTRUCTION COMPANY
4133 Gardner
P.O. Box 34315
Kansas City, MO 64120-4315

By: _____
W.E. Clarkson, Jr., Vice-President

Attest: _____
L.E. Eikenbary, Jr., Secretary

EXHIBIT A
BASIC SERVICES AND RELATED MATTERS

(The following is illustrative of the types of services to be performed; after completion of PGMP, this Exhibit will be modified by the parties to reflect actual services)

A. Surveys, mapping, and initial utility contacts.

The Design-Build Contractor will set all horizontal and vertical controls, locate all section and property corners, identify proposed boring locations, and perform all surveys to create DTM and aerial mapping planimetric files. Utility location in each corridor shall be identified through information provided by the utility companies.

B. Geotechnical Investigations.

The Design-Build Contractor will obtain, interpret, analyze, and coordinate geotechnical data sufficiently to determine appropriate pavement sections and any specific sub-surface site conditions which could affect or alter the roadway or overpass design. The extent of the Geotechnical Investigations shall be adequate in number and type to provide a comprehensive analysis of all existing soil conditions within the boundaries of the prescribed road improvements and shall not be any less in number or type with what industry standards would require.

C. Preliminary Plans – Deliverable.

The preliminary design will include the establishment of design criteria, identifying typical roadway sections, sidewalk locations, foundation stabilization and improvements required to address access needs of properties adjacent to the Project. Also preliminary drainage plans, lighting and traffic signal layouts, construction sequencing, traffic control plans, and pavement marking concepts shall be developed as part of the Preliminary Plans Deliverable package. The construction limits shall be determined accurately enough to identify necessary right-of-way and easement acquisition. The establishment of the design criteria shall be based upon industry standards for the type and magnitude of anticipated traffic, and per other regulatory agency's requirements such as KDOT and the standards and requirements approved by the City Engineer. The Preliminary Plans – Deliverables will be reviewed by the City and approval by the City is a requirement of this scope.

The preliminary plans phase shall involve bi-weekly meetings with City staff to assure necessary progress and compliance with City criteria. Meetings as necessary will be held with the Kansas Department of Transportation to coordinate details of improvements within the influence areas. A utility coordination meeting will be required in order to begin the utility relocation process.

D. Right-of-Way Services.

The Design-Build Contractor shall prepare right-of-way plans, perform necessary ownership research, and, if not already provided by the City, write legal descriptions as necessary to construct the improvements. The City through its Legal Counsel shall perform the actual acquisition of the right-of-way.

E. Environmental and Permitting Services.

The Design-Build Contractor shall determine any environmental, cultural, and historic investigations that are legally required, and conduct those investigations and studies. The Design-Build Contractor shall prepare any permit applications required by regulatory local, state, and Federal agencies, and the Design-Build Contractor will be responsible for incurring all permitting costs with the GMP.

F. Final Plans.

Final construction drawings shall be prepared based on preliminary plans, comments and approval of the Preliminary Plans by the City. Also, the final construction drawings shall be subject to regulatory review and approved by the City and State agencies. The Final Construction Drawings will include all engineering and geotechnical design efforts, all coordination with on-site development, all coordination with necessary utility relocations, all designs of major structural components such as retaining walls and box culverts, as well as design of traffic signal and street lighting details. Final plans and specifications must be signed and sealed by a registered Kansas Professional Engineer and approved by the City Engineer.

G. Construction.

Construction may begin upon plan approval and receipt of a Notice-to-Proceed from the City. Consideration will be given to issuing a Limited Notice-to-Proceed with the construction even before all plans are complete if the Design-Build Contractor presents satisfactory plans for specific portions of the work that are not impacted by regulatory approval, right-of-way acquisition, utility relocations, and other design considerations that will affect the remainder of the Project. Any work performed under a Limited Notice-to-Proceed shall not be compensated for until establishment of an approved GMP and execution of Exhibit G.

H. Construction Monitoring and Project Close-Out.

The Design-Build Contractor will be responsible for monitoring progress of construction through daily observation and record keeping. Further, if the City and Design-Build Contractor agree, the Design-Build Contractor shall arrange for, coordinate, and pay for material testing and special inspections necessary to assure compliance with City specifications. The Design-Build Contractor shall submit monthly construction pay requests, certifying to their accuracy and appropriateness. Upon completion of all construction, final inspection and addressing of punch-list items, the Design-Build Contractor shall submit two (2) sets of mylar drawings with a certification of conformance to the City for final project acceptance.

EXHIBIT B
COST OF THE WORK

1. "Cost of the Work". The Term "Cost of the Work" shall mean costs incurred by the Design-Build Contractor in the performance of the Work. The following are categories of cost and expense to be approved by the City and paid by City to the Design-Build Contractor as Cost of the Work:
2. Construction Costs
 - 2.1 Labor Costs
 - 2.1.1 Wages of Workers directly employed by the Design-Build Contractor to perform the construction of the Work at the Site or, with the City's agreement, at off-site workshops.
 - 2.1.2 Wages or salaries of the Design-Build Contractor supervisory and administrative personnel when stationed at the Site and wages, and salaries and other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in the Design-Build Contractor's offices, including, but not limited to services rendered during the Design Phase of the Project.
 - 2.1.3 Wages and salaries of the Design-Build supervisory and administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only that portion of their time required for the Work.
 - 2.1.4 Costs paid or incurred by the Design-Build Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 and 2.1.3 above.
 - 2.2 Subcontract Costs

Amounts due Subcontractors and Team subcontractors in accordance with the requirements of the Subcontracts and Team Subcontracts.
 - 2.3 Costs of Materials and Equipment Incorporated in the Completed Construction
 - 2.3.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

Exhibit C

Guaranteed Maximum Price

\$ _____
Completion Date: _____

CITY OF EDGERTON

By: _____
Title: _____

CLARKSON CONSTRUCTION COMPANY

By: _____
W.E. Clarkson, Jr., Vice-President

Exhibit D

PGMP shall not exceed \$ _____

Scope of Work (paid for by PGMP) but for purpose of developing GMP

Preliminary Design-Build Scope of Services required to develop GMP

The project area is along the approximate alignment of Waverly Road shown in Figure 1, bounded by 199th Street on the south end and 56 Highway on the north end.



Figure 1

Design-Build Contractor will provide the following services (paid for by the PGMP) for the purpose of developing the GMP:

- 1) Participation in weekly project team meetings;
- 2) Preparation of up to 2 conceptual alignment and overpass alternatives for Waverly Road from 199th Street to 56 Highway with grade separation of the BNSF Intermodal lead tracks and at grade intersection with the BNSF Transcontinental tracks;
- 3) Preparation for and participation in one Working Session with Edgerton City Council from which one preferred alternative will be determined for further preliminary design with the intent that this alternative be utilized for pricing and scheduling of the final design and design build contract;
- 4) Survey pickup at drainage features and utilities, and possible realignment of 183rd Street.
- 5) Ownership & Encumbrances on adjacent parcels that could impact right of way acquisition
- 6) Approximate pad elevations for adjacent development properties for integration with vertical profile of Waverly Road
- 7) Approximate entrance locations on adjacent development properties for integration with vertical profile of Waverly Road and preliminary location of left turn lanes
- 8) Development of utility base map showing existing utilities, relocation requirements and allowance for known future utilities
- 9) Preliminary design and layout of roadway pavement, turn lanes, and intersections
- 10) Preliminary design of roadway lighting and signalized intersection at 191st Street
- 11) Preliminary layout (plan & elevation) of MSE walls

- 12) Preliminary layout (plan, elevation & typical section of overpass bridge)
- 13) Preliminary design of crossroad drainage features (culverts, RCB's, pipes)
- 14) Preparation of preliminary roadway plan and profile sheets and typical sections
- 15) Advance permitting efforts (such as Rail Crossing, 404, 401, FAA 7460, KDWR, KDHE, USACE, KDWP, USFWS, Floodplain, No Rise permits) to advance permits to the extent possible during the GMP phase including submittal of permit requests to the appropriate agencies. A preliminary permitting approach and schedule document will be developed. Design-Build Contractor will review 400 foot wide corridor centered on the tentative alignment for Waverly Road as well as the offset intersection concept for 183rd and 187th Street to identify environmental constraints and impact areas to be impacted or avoided, including the Kansas City Power & Light wetlands area. The intent of the environmental permitting effort is to obtain nationwide permits and avoid individual permits or impacts that have the potential to complicate USACE approval/permit. Additionally, adverse impacts to the LOMR being processed at this time for the stream north of the Intermodal lead tracks is to be avoided.
- 16) Prepare an exhibit showing the limits of trees which will need to be downed prior to April 1, 2015 in order to accommodate possible restriction of time allowed to remove trees due to Long-Eared Bat. Perform the necessary construction to cut down the trees prior to April 1, 2015 without impacting any required permit requirements.
- 17) The survey will tie into existing horizontal and vertical controls being used within the project corridor. Survey information provided in the Reference Information Documents (RID) will be utilized to the extent possible. If necessary, section and property corners, identity of proposed boring locations, and other supplementary surveys will be provided to generate DTM and aerial mapping planimetric files sufficient for construction of the project. Utility location in each corridor shall be identified through information provided by the utility companies.
- 18) Existing geotechnical data provided in the RID will be reviewed to determine appropriate pavement sections and any specific sub-surface site conditions which could affect or alter the roadway or overpass design. The review of the RID geotechnical information will be adequate to provide general recommendations for bidding during the GMP Phase. Additional field borings necessary to provide a comprehensive analysis of all existing soil conditions within the boundaries of the prescribed road improvements are not included in the work contemplated during the GMP Phase. Field drilling and additional geotechnical investigations are not anticipated during the GMP Phase.
- 19) The preliminary design will include preliminary roadway and bridge plans for the concept selected at the Edgerton City Council Working Session. Utility and right of way base maps will also be prepared with relocations and acquisitions identified. Design criteria will be established, identifying typical roadway sections, sidewalk locations, and improvements required to address access needs of properties along Waverly Road. Also preliminary drainage plans, lighting and traffic signal layouts, construction sequencing, traffic control plans, and pavement marking concepts shall be developed as part of the Preliminary Plans Deliverable package. The construction limits shall be determined accurately enough to identify necessary right-of-way and easement acquisition. The establishment of the design criteria shall be based upon industry standards for the type and magnitude of anticipated traffic, and per other regulatory agency requirements such as APWA and KDOT and the standards and requirements as outlined by City's Request for Qualifications (RFQ). Modifications of the design criteria by the City will be incorporated. Draft environmental permits will be prepared and provided. Agency coordination will be initiated (completed if possible within the GMP Phase) and summarized by letter or memorandum. Permits will be submitted, if sufficiently developed to do so, during the GMP

Phase. A summary memorandum defining the permitting steps, strategy and schedule will also be prepared for review.

- 20) The Preliminary Plans Deliverable package will be reviewed by the City and approved by the City.
- 21) The preliminary plans phase shall involve bi-weekly meetings, or more often if needed, with City staff to assure necessary progress and compliance with City criteria. Meetings as necessary will be held with the Kansas Department of Transportation to coordinate details of improvements within the influence areas. A utility coordination meeting will be required in order to begin the utility relocation process.
- 22) Right-of-way plans will be prepared and the necessary ownership research will be completed. Legal descriptions will be completed for all tracts required for acquisition in order to construct the improvements. The City shall perform the actual acquisition of the right-of-way.
- 23) Environmental, cultural, and historic investigations will be completed along the potential corridor(s). Permit applications required by regulatory local, state, and Federal agencies will be prepared and submitted to the appropriate agencies.

Exhibit E

Payment Bond Form



AIA

Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____ Signature: _____

Name Name

and Title: and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Exhibit F

Performance Bond Form



Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____ Signature: _____

Name

Name

and Title:

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

Exhibit G

Insurance Requirements – Design-Build Contractor

Insurance Requirements:

Design-Build Contractor shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products, completed operations, and personal and advertising injury. Such coverage shall also contain a “per project” aggregate endorsement. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsements CG 2010 and CG 2037, or their equivalent, copies of which are required to be attached to the certificate of insurance.

Design-Build Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the project and maintain Completed Operations for coverage for itself and for each additional insured for at least 3 years after completion of the Work.

Pollution Liability, if applicable, must also be included or separate policy provided reflecting same limits and terms as above.

(2) AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds.

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$1,000,000 Each Accident

\$1,000,000 Policy Limit - Disease

\$1,000,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(4) UMBRELLA / EXCESS LIABILITY

\$4,000,000 Per Occurrence

\$4,000,000 Aggregate

A combined single limit of excess liability to apply over and above General Liability, Pollution Liability (if applicable), Auto Liability, and Employers Liability, with terms and conditions consistent with those of the underlying coverage, not any more restrictive. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured.

(6) WAIVER OF SUBROGATION

Design-Build Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, employees, Mayor, and City Council Members, volunteers and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(7) CERTIFICATE OF INSURANCE

Prior to commencing the work, Design-Build Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Design-Build Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will include a signature of the authorized representative of the participating insurer(s), evidencing the required coverage and endorsements stated above, with copies of the additional insured endorsements attached. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Design-Build Contractor's policies to validate coverage in effect if certificates are ambiguous. Annually, Design-Build Contractor agrees to provide City with a new and replacement formal certificate of insurance. Not less than two days prior to the expiration date, Design-Build Contractor will provide City with new additional insured endorsements, naming City, its officers, employees, Mayor and City Council Members, volunteers, and agents as additional insureds.

If any portion of the work is to be subcontracted, Design-Build Contractor shall require that the subcontractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance provided to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Design-Build Contractor's obligations hereunder. And the fact that insurance is obtained by Design-Build Contractor shall not be deemed to release or diminish the liability of Design-Build Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Design-Build Contractor shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

Exhibit G-1
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

CLARK-4

OP ID: OC

DATE (MM/DD/YYYY)

01/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SRA Insurance Agency, LLC 5201 Johnson Drive, Suite 500 Mission, KS 66205 Steven M. Lange		Phone: 913-831-1777 Fax: 913-831-4730	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																					
INSURED Clarkson Construction Company 4133 Gardner Kansas City, MO 64120		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACIG Insurance Company</td><td>19984</td></tr><tr><td>INSURER B:</td><td>American Contractors Ins. Co.</td><td>12300</td></tr><tr><td>INSURER C:</td><td>National Union Fire Insurance</td><td>19445</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACIG Insurance Company	19984	INSURER B:	American Contractors Ins. Co.	12300	INSURER C:	National Union Fire Insurance	19445	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																							
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INSURER C:	National Union Fire Insurance	19445																							
INSURER D:																									
INSURER E:																									
INSURER F:																									

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL14000005	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CONTRACTUAL			GL14X00005	06/01/2014	06/01/2015	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			AL140000003	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> MCS-90	<input checked="" type="checkbox"/> CA9948					PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR		29157254	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WCA000009514	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: DESIGN BUILD WAVERLY ROAD PROJECT - IT IS AGREED THAT THE CITY OF EDGERTON, ITS OFFICERS, EMPLOYEES, MAYOR, AND CITY COUNCIL MEMBER, VOLUNTEERS AND AGENTS ARE ADDITIONAL INSUREDS ON ALL LINES LISTED EXCEPT WORK COMP/EMPL LIAB ON A PRIMARY NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. *** CONTINUED ON PAGE 2 ***

CERTIFICATE HOLDER**CANCELLATION**

EDGER-2

City of Edgerton Kansas
404 East Nelson Street
Edgerton, KS 66021

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

NOTEPAD:

HOLDER CODE **EDGER-2**
INSURED'S NAME **Clarkson Construction Company**

CLARK-4
OP ID: OC

PAGE 2
DATE 01/29/15

WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND ALLOWED
BY LAW.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you have agreed to and/or are required by contract to name as an additional insured.

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

With respect to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2013

Policy No.: GL13000003

Endorsement No.: 9

Policy Effective: 6/1/2013

Premium \$

Insured: Clarkson Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2013

Policy No.: GL13000003

Endorsement No.: 15

Policy Effective: 6/1/2013

Premium \$

Insured: Clarkson Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2014

Policy No.: GL14000005

Endorsement No.: 19

Policy Effective: 6/1/2014

Premium \$

Insured: Clarkson Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2014

Policy No.: AL14000003

Endorsement No.: 9

Policy Effective: 6/1/2014

Premium \$

Insured: Clarkson Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2014

Policy No.: AL14000003

Endorsement No.: 8

Policy Effective: 6/1/2014

Premium \$

Insured: Clarkson Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section III - BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

All rights of recovery against others are waived hereunder to the extent required by contract executed prior to "accident" or "loss" and with respect to such insurance provided by this policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2014

Policy No.: AL14000003

Endorsement No.: 10

Policy Effective: 6/1/2014

Premium \$

Insured: Clarkson Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization who the named insured is required by written contract to waive rights of recovery against. However, the written contract must be executed before any loss involving the person or organization occurs.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/2013 Policy No. WCA000008313

Endorsement No. 8

Policy Effective Date: 06/01/2013 to 06/01/2014

Premium \$

Insured: Clarkson Construction Company

DBA:

Carrier Name / Code: ACIG Insurance Company

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2014

Policy No. WCA 0000095 14

Endorsement No.

Insured Clarkson Construction Company

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

Exhibit H

Insurance Requirements – Engineer

Engineer shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products, completed operations, and personal and advertising injury. Such coverage shall also contain a “per project” aggregate endorsement. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance. Engineer shall maintain this coverage for itself and for each additional insured for the duration of the project.

(2) AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds.

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$1,000,000 Each Accident

\$1,000,000 Policy Limit - Disease

\$1,000,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(5) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$1,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors and omissions resulting in claim(s) for damages related to the work involving the operations of Engineer. Engineer will require similar insurance coverage to be provided by its sub engineers and consultants..

(6) WAIVER OF SUBROGATION

Engineer, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, employees, Mayor, and City Council Members, volunteers and agents for recovery of damages to the extent that these damages are covered by

commercial general liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(7) CERTIFICATE OF INSURANCE

Prior to commencing the work, Engineer shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Engineer's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will include a signature of the authorized representative of the participating insurer(s), evidencing the required coverage and endorsements stated above, with copies of the additional insured endorsement attached. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Engineer's policies to validate coverage in effect if certificates are ambiguous. Annually, Engineer agrees to provide a new/replacement formal certificate of insurance. Not less than two days prior to the expiration date, Engineer will provide such document with new additional insured endorsement, naming City, its officers, employees, Mayor and City Council Members, volunteers, and agents as additional insureds. If any portion of the work is to be subcontracted, Engineer shall require that the subcontracted Engineer(s) shall comply with the same insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Engineer's obligations hereunder. And the fact that insurance is obtained by Engineer shall not be deemed to release or diminish the liability of Engineer including, without limitation, liability under any indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Engineer shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

Exhibit H-1

Engineer's Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)

2/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	
	INSURER B: Travelers Property Casualty Co of America	
INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	INSURER C: New Hampshire Insurance Company	
	INSURER D: Lexington Insurance Company	
	INSURER E: National Union Fire Ins Co Pittsburgh PA	
	INSURER F:	
	NAIC #	
	19682	

COVERAGES HDRIN01

CERTIFICATE NUMBER: 13341677

REVISION NUMBER: XXXXXXXX

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU0950	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSE1160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<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 \$ \$0	Y	Y	ZUP-10R64084-14-NF (EXCLUDES PROF. LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C C E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <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
D	<input checked="" type="checkbox"/> ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

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

PRELIMINARY DESIGN WORK FOR GUARANTEED MAXIMUM PRICE (GMP) DEVELOPMENT STAGE. DESIGN SERVICES REQUIRED TO DEVELOP GMP PROPOSAL PLANS FOR CONTRACTOR ESTIMATION OF GMP PRICING FOR THE CITY OF EDGERTON FOR THE CONSTRUCTION OF WAVERLY ROAD FROM 199TH STREET TO BNSF TRANSCONTINENTAL TRACKS. THE PROJECT AREA IS ALONG THE APPROXIMATE ALIGNMENT OF WAVERLY ROAD BOUNDED BY 199TH STREET ON THE SOUTH END AND 56 HIGHWAY ON THE NORTH END. SEE ATTACHED

CERTIFICATE HOLDER

13341677
CLARKSON CONSTRUCTION COMPANY
ATTN: TOM KELLERMAN
4133 GARDNER AVENUE
KANSAS CITY MO 64120

CANCELLATION See Attachments

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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CITY OF EDGERTON, KANSAS, IT'S OFFICERS, EMPLOYEES, MAYOR AND CITY COUNCIL MEMBERS, VOLUNTEERS AND AGENTS ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO AND UMBRELLA AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED --- OWNERS, LESSEES OR
CONTRACTORS -- SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

Location And Description of Completed Operations:

ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Name of Additional Insured Person(s) of Organization(s):

Blanket coverage as required by written contract.

Hartford Form #HA9913

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: April 9, 2015

Agenda Item: Public Hearing for First Amendment to Master Resolution of Intent
Resolution Amending a Master Resolution of Intent

Subject: Industrial Revenue Bonds for the Logistics Park-Kansas City

Summary:

The City has previously adopted a Master Resolution of Intent (Resolution No. 07-08-10A) for the issuance of up to \$500,000,000 in industrial revenue bonds for the benefit of The Allen Group-Kansas City, LLC ("TAG") to construct and equip projects to be located within the Logistics Park-Kansas City. TAG assigned its right to develop the projects to Edgerton Land Holding Company, LLC ("ELHC"). The City consented to the assignment of the Master Resolution of Intent (Resolution No. 04-25-13A) from TAG to ELHC.

ELHC has requested that the size of the Logistics Park be increased to add additional land. ELHC has also requested that the authorized amount of industrial revenue bonds that may be issued to finance Logistics Park projects be increased to \$1,000,000,000. ELHC has further requested that the amount of annual PILOT payments be set at a fixed amount equal to \$0.21 a sq. ft. based on the size of the building constructed with the proceeds of each series of industrial revenue bonds.

The City is required to prepare a cost-benefit report and hold a public hearing since additional land is being added and the amount of bonds authorized is being increased.

The City previously held a public hearing on the increase in size and scope of the Logistics Park on December 12, 2013. At that time, no action was taken. The City is now prepared to again hold a public hearing on increasing the size and scope of the Logistics Park.

Staff Recommendation:

City staff recommends approving the Resolution to increase the size of the Logistics Park, increase the amount of authorized bonds that may be issued for the Logistics Park to \$1 billion and fix the annual PILOT payment at an amount equal to \$0.21 a sq. ft.

RESOLUTION NO. 04-06-15A

A RESOLUTION CONSENTING TO THE AMENDMENT OF A MASTER RESOLUTION OF INTENT EVIDENCING THE CITY'S INTENT TO ISSUE ITS INDUSTRIAL REVENUE BONDS FOR THE LOGISTICS PARK -- KANSAS CITY PROJECT

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons or entities; and

WHEREAS, The Allen Group – Kansas City, LLC, a Delaware limited liability company ("TAG"), has previously requested the City to issue its industrial revenue bonds in multiple series, the aggregate principal amount of all series not to exceed \$500,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping facilities within The Logistics Park-Kansas City to be located adjacent to the intermodal facility operated by the BNSF Railway Company, a Delaware Company, including real estate, buildings, improvements and equipment for industrial warehouses, distribution, flex and storage facilities and other supporting commercial uses (collectively, the "Logistics Park Projects"), located on approximately 560 acres of land surrounded by 191st Street to the south, Waverly Road to the east and 56 Highway to the west, and a parcel of land located on the northeast corner of 183rd Street and Waverly Road, all within the City (the "Logistics Park Boundaries"), and to lease the Logistics Park Projects to TAG all pursuant to the Act; and

WHEREAS, the Logistics Park Projects are expected to be constructed in phases with one or more buildings and facilities being constructed and financed at a time; and

WHEREAS, the City adopted Resolution No. 07-08-0A on July 8, 2010 (the "Original Master Resolution of Intent") evidencing the intent of the City to issue the Bonds for the purpose of financing the cost of acquiring, constructing, improving and equipping the Logistics Park Projects; and

WHEREAS, the City adopted Resolution No. 04-25-13A on April 25, 2013 (the "Assignment Resolution") whereby the City consented to the assignment of all of TAG's interest in the Master Resolution of Intent to Edgerton Land Holding Company, LLC, a Kansas limited liability company ("ELHC"); and

WHEREAS, ELHC has requested that the Logistics Park Boundaries be amended to include additional land and that the aggregate principal amount of authorized Bonds be increased; and

WHEREAS, the City desires to consent to the inclusion of additional land within the Logistics Park Boundaries and the increase in the aggregate principal amount of authorized Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Amendment of Logistics Park Boundaries. The description of the Logistics Park Boundaries in the Original Master Resolution of Intent is hereby amended to include all land located within the following boundaries that is within the corporate limits of the City: Highway 56 to the north, Interstate 35 to the south, Four Corners Road to the west and Gardner Road to the east.

Section 2. Increase in Par Amount of Bonds. The Original Master Resolution of Intent is amended to provide that the aggregate principal amount of all series of Bonds shall not exceed \$1,000,000,000.

Section 3. Amendment to Amount of Payment-in-Lieu of Tax. The Original Master Resolution of Intent is amended to provide for a fixed annual payment-in-lieu of tax equal to \$0.21 a sq. ft. based on the number of square feet of building constructed with the proceeds of each series of industrial revenue bonds.

Section 4. Original Master Resolution of Intent to Remain in Effect. Except as amended by this Resolution, the terms and provisions of the Original Master Resolution of Intent and the Assignment Resolution shall remain in full force and effect.

Section 5. Further Action. SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of each series of the Bonds, Edgerton Land, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of each series of the Bonds and other actions contemplated under the Original Master Resolution of Intent, the Assignment Resolution and this Resolution.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City Council of the City.

ADOPTED April 9, 2015.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel



6330 Lamar
Suite 200
Overland Park, Kansas 66202

Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

April 1, 2015

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, KS 66021

RE: Cost-Benefit Analysis for Proposed LPKC Expansion

Dear Beth:

Please find attached the results of our cost-benefit analysis related to projected property tax abatements to be granted by the City within in the proposed expanded boundaries of Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. Consistent with the City's revised agreements with BNSF and Northpoint/Edgerton Land Holding Company (ELHC), we assumed that individual projects within the expanded boundaries of the district would receive 10-year, 100% property tax abatements but that property owners would make payments-in-lieu-of taxes of \$0.21 per square foot of building area per year during the abatement period.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our modeling relies upon a number of key inputs from NorthPoint/ELHC related to their anticipated build-out schedule for LPKC, along with their assumptions on property valuation, building costs, employment and utility usage. Based upon this information, our modeling shows nearly 18 million square feet of development across nearly 1,000 acres in LPKC in multiple phases over a 12-year period. The final abatement is modeled to expire in 2034.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.
- Direct costs to affected taxing jurisdictions as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

The output of the model is presented as the net present value benefit/(cost) of the LPKC expansion for the City, County and school district over the 10-year life of the abatement on each project, aggregated across all phases comprising the nearly 18 million square feet of total expected development. The net benefit (or, if negative, cost) of the tax abatement incentive is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms.

While the modeling shows a significant net present value benefit to the City, it is important to note that the vast majority of this net benefit is reinvested in LPKC through the Public Infrastructure Fund.

Importantly, in the preparation of the specific analysis of the proposed expansion of LPKC, Columbia has relied upon the information provided to it by Northpoint/ELHC and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

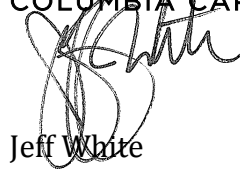
Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to ELHC and other LPKC property owners. The project's generation of a net present value benefit to the agencies affected should be but one of the many



factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC

A handwritten signature in black ink, appearing to read 'Jeff White', is written over the company name.

Jeff White
Principal

attachment





City of Edgerton, Kansas Cost-Benefit Analysis Results (LPKC Expansion)

PERIOD	PROJECTED DEVELOPMENT RATE				CITY OF EDGERTON			JOHNSON COUNTY			USD 231		
Year	New Sq Ft	Cum. Sq Ft	Acreage	Cum. Acreage	Benefits	Costs	NPV Benefit	Benefits	Costs	NPV Benefit	Benefits	Costs	NPV Benefit
2014	840,290	840,290	33.19	33.19	1,310,236	359,745	914,548	333,639	301,013	31,393	915,419	764,669	145,050
2015	1,996,111	2,836,401	85.70	118.89	2,057,778	716,967	1,241,326	511,668	491,830	18,366	1,759,724	1,426,063	308,904
2016	1,550,000	4,386,401	88.96	207.85	4,220,617	1,119,219	2,762,707	756,406	747,271	8,137	2,709,430	1,756,742	848,648
2017	1,550,000	5,936,401	88.96	296.81	5,352,211	1,521,470	3,283,364	995,602	995,562	34	3,659,136	2,005,025	1,417,754
2018	1,550,000	7,486,401	88.96	385.77	6,483,901	1,923,722	3,760,774	1,234,959	1,243,853	(7,335)	4,608,842	2,253,308	1,942,606
2019	1,550,000	9,036,401	88.96	474.73	7,615,693	2,325,973	4,197,465	1,474,485	1,492,144	(14,013)	5,558,548	2,501,591	2,425,737
2020	1,550,000	10,586,401	88.96	563.69	8,747,592	2,728,225	4,595,834	1,714,188	1,740,436	(20,040)	6,508,254	2,749,874	2,869,553
2021	1,550,000	12,136,401	88.96	652.65	9,904,101	3,130,476	4,976,153	1,954,078	1,988,728	(25,455)	7,457,960	2,998,156	3,276,335
2022	1,550,000	13,686,401	88.96	741.61	11,036,229	3,532,728	5,303,903	2,194,164	2,237,020	(30,293)	8,407,666	3,246,439	3,648,250
2023	1,550,000	15,236,401	88.96	830.57	12,119,482	3,934,979	5,566,511	2,434,455	2,485,312	(34,589)	9,357,372	3,494,722	3,987,353
2024	1,550,000	16,786,401	88.96	919.53	12,248,298	3,977,485	5,412,501	2,453,145	2,529,902	(50,231)	9,391,659	3,035,771	4,159,355
2025	1,000,000	17,786,401	57.39	976.92	11,592,928	3,879,700	4,856,742	2,365,512	2,447,160	(51,411)	9,159,558	2,447,160	4,226,556
2026	-	17,786,401	-	976.92	9,785,354	3,477,448	3,821,669	2,072,011	2,145,718	(44,656)	8,209,852	2,145,718	3,673,980
2027	-	17,786,401	-	976.92	8,653,856	3,075,197	3,252,047	1,832,978	1,897,435	(37,575)	7,260,146	1,897,435	3,126,162
2028	-	17,786,401	-	976.92	7,522,266	2,672,946	2,719,988	1,593,792	1,649,152	(31,052)	6,310,440	1,649,152	2,614,520
2029	-	17,786,401	-	976.92	6,390,579	2,270,694	2,223,465	1,354,444	1,400,870	(25,055)	5,360,734	1,400,870	2,137,103
2030	-	17,786,401	-	976.92	5,258,790	1,868,443	1,760,551	1,114,928	1,152,587	(19,556)	4,411,028	1,152,587	1,692,054
2031	-	17,786,401	-	976.92	4,126,895	1,466,191	1,329,413	875,234	904,304	(14,525)	3,461,322	904,304	1,277,607
2032	-	17,786,401	-	976.92	2,994,888	1,063,940	928,310	635,354	656,021	(9,936)	2,511,616	656,021	892,084
2033	-	17,786,401	-	976.92	1,862,764	661,688	555,587	395,279	407,738	(5,763)	1,561,910	407,738	533,890
2034	-	17,786,401	-	976.92	730,516	259,437	209,669	154,998	159,455	(1,984)	612,204	159,455	201,511
TOTALS	17,786,401	n/a	976.92	n/a			63,672,526			(365,538)			45,405,010

SUMMARY OF ECONOMIC BENEFITS

Projected Jobs Created through 2034	2,591	PILOT per square foot	\$	0.21
Projected New Residents to:				
Edgerton	156	Origination Fee per square foot	\$	0.41
Johnson County	214			
USD 231	214	Impact of Exemption on State of Kansas Revenues Through 2034		(1,882,003)



City of Edgerton, Kansas

Cost-Benefit Analysis Results (LPKC Expansion)

PERIOD		INCENTIVES SUMMARY			
Year	Property Tax Abatement %	Constr. Sales Tax Abatement %	Net Property Tax Abatement \$	Constr Sales Tax Abatement \$	
2014	100%	100%	\$1,056,026	\$109,116	
2015	100%	100%	1,838,200	75,246	
2016	100%	100%	2,909,104	82,396	
2017	100%	100%	3,980,007	82,396	
2018	100%	100%	5,050,911	82,396	
2019	100%	100%	6,121,815	82,396	
2020	100%	100%	7,192,719	82,396	
2021	100%	100%	8,263,622	82,396	
2022	100%	100%	9,334,526	82,396	
2023	100%	100%	10,405,430	82,396	
2024	100%	100%	10,585,348	82,396	
2025	100%	100%	10,329,030	53,159	
2026	100%	100%	9,258,127	-	
2027	100%	100%	8,187,223	-	
2028	100%	100%	7,116,319	-	
2029	100%	100%	6,045,415	-	
2030	100%	100%	4,974,512	-	
2031	100%	100%	3,903,608	-	
2032	100%	100%	2,832,704	-	
2033	100%	100%	1,761,800	-	
2034	100%	100%	690,897	-	
TOTALS			\$121,837,343	\$979,087	

NOTES:

- Data in nominal dollars
- Final abated project commences in 2025
- "Net Property Tax Abatement \$" column includes the value of PILOT payments

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: April 9, 2015

Agenda Item: Resolution Authorizing First Amendments to Performance Agreements

Subject: ELHC I, IV, XI and XII

Summary:

The City has previously issued industrial revenue bonds for projects identified as ELHC I, ELHC IV, ELHC XI and ELHC XII. In each Performance Agreement, the amount of the annual PILOT payment was set at 25% of the taxes that would have been due but for the abatement.

The City has approved an amended Master Resolution of Intent and an amended Project Agreement and Finance Plan for the Logistics Park that provides that the amount of the annual PILOT payment shall be a fixed amount equal to \$0.21 a sq. ft. based off of the size of each building constructed with each series of industrial revenue bonds.

The City is holding a public hearing on the amendment to each of the Performance Agreements. The Resolution authorizes the City to enter into a First Amendment to Performance Agreement for each of the ELHC I, ELHC IV, ELHC XI and ELHC XII projects.

Staff Recommendation:

City staff recommends approving the Resolution to authorize the amendments to each of the Performance Agreements to fix the annual PILOT payment at an amount equal to \$0.21 a sq. ft. for the remaining abatement term of each of the projects.

RESOLUTION NO. 04-09-15B

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AND DELIVER A FIRST AMENDMENT TO PERFORMANCE AGREEMENT FOR THE ELHC I, ELHC IV, ELHC XI AND ELHC XII PROJECTS

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons or entities; and

WHEREAS, the City has previously issued its \$25,000,000 Industrial Revenue Bonds (ELHC I, LLC Project), Series 2013, for the purpose of constructing a project for the benefit of ELHC I, LLC, a Kansas limited liability company ("ELHC I"), and in connection with the issuance of the bonds, the City entered into a Performance Agreement with ELHC I dated as of September 1, 2013 (the "ELHC I Performance Agreement"), which required ELHC I to make annual payments-in-lieu of tax equal to 25% of the amount of taxes that would have been due but for such tax abatement; and

WHEREAS, ELHC I, with the consent of the City, assigned its interest in the ELHC I Performance Agreement to Eagle Exchange Company, LLC, a Kansas limited liability company ("Eagle Exchange"); and

WHEREAS, the City has previously issued its \$25,000,000 Industrial Revenue Bonds (ELHC IV, LLC Project), Series 2014, for the purpose of constructing a project for the benefit of ELHC IV, LLC, a Kansas limited liability company ("ELHC IV"), and in connection with the issuance of the bonds, the City entered into a Performance Agreement with ELHC IV dated as of May 1, 2014 (the "ELHC IV Performance Agreement"), which required ELHC IV to make annual payments-in-lieu of tax equal to 25% of the amount of taxes that would have been due but for such tax abatement; and

WHEREAS, the City has previously issued its \$34,000,000 Industrial Revenue Bonds (ELHC XI, LLC Project), Series 2015, for the purpose of constructing a project for the benefit of ELHC XI, LLC, a Kansas limited liability company ("ELHC XI"), and in connection with the issuance of the bonds, the City entered into a Performance Agreement with ELHC XI dated as of February 1, 2015 (the "ELHC XI Performance Agreement"), which required ELHC XI to make annual payments-in-lieu of tax equal to 25% of the amount of taxes that would have been due but for such tax abatement; and

WHEREAS, the City has previously issued its \$29,000,000 Industrial Revenue Bonds (ELHC XII, LLC Project), Series 2015, for the purpose of constructing a project for the benefit of ELHC XII, LLC, a Kansas limited liability company ("ELHC XII"), and in connection with the issuance of the bonds, the City entered into a Performance Agreement with ELHC XII dated as

of February 1, 2015 (the "ELHC XII Performance Agreement"), which required ELHC I to make annual payments-in-lieu of tax equal to 25% of the amount of taxes that would have been due but for such tax abatement; and

WHEREAS, the City desires to amend the ELHC I Performance Agreement, the ELHC IV Performance Agreement, the ELHC XI Performance Agreement and the ELHC XII Performance Agreement (collectively, the "Performance Agreements") to amend the amount of the annual payment-in-lieu of tax payments;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. First Amendment to Performance Agreements. The City approves entering into a First Amendment to Performance Agreement with respect to each of the Performance Agreements (the "First Amendments") to provide that the annual payment-in-lieu of tax payment be equal to \$0.21 a sq. ft. based on the number of square feet of building constructed with the proceeds of each series of industrial revenue bonds. All references to a payment-in-lieu of tax equal to 25% shall be deleted. With respect to the ELHC I Performance Agreement, the amendment shall apply to only the last 9 years of the term of the abatement.

Section 2. Execution of Documents. The Mayor of the City is hereby authorized to enter into the First Amendments, all of which shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the First Amendments.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the First Amendments.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

ADOPTED this 9th day of April, 2015.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

March 27, 2015

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, Kansas 66021

RE: Revised Cost-Benefit Analysis for ELHC I, LLC

Dear Beth:

Please find attached the results of our revised cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC I, LLC, as subsequently assigned to Flexsteel Industries, Inc., related to the construction of a new 500,000 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. This revised analysis assumes the City grants a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the building to be constructed.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.

- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that the majority of this net benefit is reinvested in LPKC through the PIF.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date: REVISED 3/27/15
Firm Name: ELHC I, LLC (as Assignor)
Firm Address: 6300 N Revere Drive, Suite 225
 Kansas City, MO 64151

Summary of Incentives Provided:

100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.

Firm Contact: Patrick Robinson
 816.888.7380

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	460,399	100	0	0	0	0
3	100	460,399	100	0	0	0	0
4	100	460,399	100	0	0	0	0
5	100	460,399	100	0	0	0	0
6	100	460,399	100	0	0	0	0
7	100	460,399	100	0	0	0	0
8	100	460,399	100	0	0	0	0
9	100	460,399	100	0	0	0	0
10	100	460,399	100	0	0	0	0
11	100	460,399	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
Year	Year	Year
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734
23,004	12,164	47,734

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	374,269	134,992	239,277	221,523
3	373,168	134,992	238,176	212,166
4	373,187	134,992	238,195	204,159
5	373,208	134,992	238,216	196,456
6	373,229	134,992	238,237	189,044
7	373,251	134,992	238,259	181,913
8	373,275	134,992	238,283	175,051
9	373,300	134,992	238,308	168,450
10	373,326	134,992	238,334	162,097
11	373,353	134,992	238,361	155,986
	3,733,566	1,349,920	2,383,646	1,866,846

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
82,743	81,617	1,126	1,043
81,409	81,617	(208)	(185)
81,449	81,617	(168)	(144)
81,490	81,617	(127)	(105)
81,534	81,617	(83)	(66)
81,580	81,617	(37)	(29)
81,628	81,617	11	8
81,678	81,617	61	43
81,731	81,617	114	78
81,787	81,617	170	111
817,029	816,169	859	754

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
322,601	278,544	44,057	40,788
322,601	278,544	44,057	39,246
322,601	278,544	44,057	37,762
322,601	278,544	44,057	36,334
322,601	278,544	44,057	34,960
322,601	278,544	44,057	33,638
322,601	278,544	44,057	32,366
322,601	278,544	44,057	31,142
322,601	278,544	44,057	29,964
322,601	278,544	44,057	28,831
3,226,006	2,785,436	440,570	345,031

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 130

Number of new residents:

City 3
 County 5
 School District 5

Expected 10-Year Contribution to PIF: \$ 1,760,000

Impact of exemption on state revenues: \$ (57,041)



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

March 27, 2015

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, Kansas 66021

RE: Revised Cost-Benefit Analysis for ELHC IV, LLC

Dear Beth:

Please find attached the results of our revised cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC IV, LLC, related to the construction of a new 574,111 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. This revised analysis assumes the City grants a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the building to be constructed.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.

- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?


The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that the majority of this net benefit is reinvested in LPKC through the PIF.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date: 12/30/13 (REVISED 3/27/15)
Firm Name: ELHC IV, LLC
Firm Address: 6300 N Revere Drive, Suite 225
 Kansas City, MO 64151

Summary of Incentives Provided:

100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.

Firm Contact: Patrick Robinson
 816.888.7380

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	476,462	100	0	0	0	0
3	100	476,462	100	0	0	0	0
4	100	476,462	100	0	0	0	0
5	100	476,462	100	0	0	0	0
6	100	476,462	100	0	0	0	0
7	100	476,462	100	0	0	0	0
8	100	476,462	100	0	0	0	0
9	100	476,462	100	0	0	0	0
10	100	476,462	100	0	0	0	0
11	100	476,462	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
Year	Year	Year
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810
26,414	13,967	54,810

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	414,893	139,449	275,444	255,007
3	413,792	139,449	274,343	244,383
4	413,811	139,449	274,362	235,158
5	413,831	139,449	274,382	226,283
6	413,853	139,449	274,404	217,743
7	413,875	139,449	274,426	209,527
8	413,899	139,449	274,450	201,621
9	413,924	139,449	274,475	194,014
10	413,950	139,449	274,501	186,696
11	413,977	139,449	274,528	179,654
	4,139,805	1,394,491	2,745,314	2,150,085

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
87,234	86,787	447	414
85,907	86,787	(879)	(783)
85,955	86,787	(832)	(713)
86,005	86,787	(782)	(645)
86,057	86,787	(730)	(579)
86,112	86,787	(675)	(515)
86,170	86,787	(617)	(453)
86,230	86,787	(556)	(393)
86,294	86,787	(493)	(335)
86,361	86,787	(426)	(279)
862,325	867,867	(5,542)	(4,281)

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
340,879	290,482	50,397	46,657
340,879	290,482	50,397	44,893
340,879	290,482	50,397	43,196
340,879	290,482	50,397	41,562
340,879	290,482	50,397	39,991
340,879	290,482	50,397	38,478
340,879	290,482	50,397	37,023
340,879	290,482	50,397	35,623
340,879	290,482	50,397	34,276
340,879	290,482	50,397	32,980
3,408,791	2,904,823	503,968	394,681

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 150

Number of new residents:

City 3
 County 6
 School District 6

Expected 10-Year Contribution to PIF: \$ 2,020,871

Impact of exemption on state revenues: \$ (59,031)



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

March 27, 2015

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, Kansas 66021

RE: Revised Cost-Benefit Analysis for ELHC XI, LLC

Dear Beth:

Please find attached the results of our revised cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC XI, LLC, related to the construction of a new 765,160 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. This revised analysis assumes the City grants a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the building to be constructed.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.

- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that the majority of this net benefit is reinvested in LPKC through the PIF.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

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Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date: 11/11/2014 (REVISED 3/27/15)
Firm Name: ELHC XI, LLC
Firm Address: 5015 NW Canal St., Suite 200
 Riverside, Missouri 64150

Summary of Incentives Provided:

100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.

Firm Contact: Patrick Robinson
 913.915.7150

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	630,604	100	0	0	0	0
3	100	630,604	100	0	0	0	0
4	100	630,604	100	0	0	0	0
5	100	630,604	100	0	0	0	0
6	100	630,604	100	0	0	0	0
7	100	630,604	100	0	0	0	0
8	100	630,604	100	0	0	0	0
9	100	630,604	100	0	0	0	0
10	100	630,604	100	0	0	0	0
11	100	630,604	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
Year	Year	Year
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049
35,204	18,615	73,049

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	552,359	189,460	362,899	335,973
3	551,208	189,460	361,748	322,243
4	551,246	189,460	361,787	310,091
5	551,287	189,460	361,827	298,399
6	551,330	189,460	361,870	287,149
7	551,375	189,460	361,915	276,325
8	551,422	189,460	361,962	265,911
9	551,471	189,460	362,012	255,891
10	551,523	189,460	362,064	246,250
11	551,578	189,460	362,118	236,974
	5,514,799	1,894,597	3,620,202	2,835,203

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
114,913	112,216	2,696	2,496
113,510	112,216	1,294	1,153
113,566	112,216	1,349	1,157
113,624	112,216	1,408	1,161
113,685	112,216	1,469	1,165
113,749	112,216	1,533	1,170
113,817	112,216	1,600	1,176
113,887	112,216	1,671	1,181
113,962	112,216	1,745	1,187
114,040	112,216	1,823	1,193
1,138,751	1,122,162	16,589	13,040

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
449,827	381,926	67,901	62,863
449,827	381,926	67,901	60,485
449,827	381,926	67,901	58,198
449,827	381,926	67,901	55,998
449,827	381,926	67,901	53,880
449,827	381,926	67,901	51,843
449,827	381,926	67,901	49,882
449,827	381,926	67,901	47,996
449,827	381,926	67,901	46,181
449,827	381,926	67,901	44,435
4,498,266	3,819,260	679,006	531,761

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 230

Number of new residents:

City 6
 County 7
 School District 7

Expected 10-Year Contribution to PIF: \$ 2,693,363

Impact of exemption on state revenues: \$ (78,129)



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

March 27, 2015

Ms. Beth Linn
City Administrator
City of Edgerton
404 East Nelson
Edgerton, Kansas 66021

RE: Revised Cost-Benefit Analysis for ELHC XII, LLC

Dear Beth:

Please find attached the results of our revised cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC XII, LLC, related to the construction of a new 657,000 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. This revised analysis assumes the City grants a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the building to be constructed.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.

- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of Kansas.
- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that the majority of this net benefit is reinvested in LPKC through the PIF.

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date: 11/11/2014 (REVISED 3/27/15)
Firm Name: ELHC XII, LLC
Firm Address: 5015 NW Canal St., Suite 200
 Riverside, Missouri 64150

Summary of Incentives Provided:

100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.

Firm Contact: Patrick Robinson
 913.915.7150

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	552,411	100	0	0	0	0
3	100	552,411	100	0	0	0	0
4	100	552,411	100	0	0	0	0
5	100	552,411	100	0	0	0	0
6	100	552,411	100	0	0	0	0
7	100	552,411	100	0	0	0	0
8	100	552,411	100	0	0	0	0
9	100	552,411	100	0	0	0	0
10	100	552,411	100	0	0	0	0
11	100	552,411	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
Year	Year	Year
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723
30,227	15,983	62,723

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	477,878	167,762	310,116	287,106
3	476,727	167,762	308,965	275,224
4	476,766	167,762	309,004	264,850
5	476,807	167,762	309,044	254,869
6	476,850	167,762	309,087	245,265
7	476,894	167,762	309,132	236,025
8	476,942	167,762	309,179	227,134
9	476,991	167,762	309,229	218,581
10	477,043	167,762	309,281	210,351
11	477,098	167,762	309,335	202,432
	4,769,996	1,677,624	3,092,372	2,421,836

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
100,809	100,743	65	60
99,406	100,743	(1,337)	(1,191)
99,461	100,743	(1,282)	(1,099)
99,520	100,743	(1,224)	(1,009)
99,581	100,743	(1,163)	(922)
99,645	100,743	(1,098)	(839)
99,712	100,743	(1,031)	(757)
99,783	100,743	(960)	(679)
99,857	100,743	(886)	(603)
99,935	100,743	(808)	(529)
997,710	1,007,433	(9,724)	(7,567)

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
394,478	336,903	57,575	53,303
394,478	336,903	57,575	51,287
394,478	336,903	57,575	49,348
394,478	336,903	57,575	47,482
394,478	336,903	57,575	45,686
394,478	336,903	57,575	43,959
394,478	336,903	57,575	42,296
394,478	336,903	57,575	40,697
394,478	336,903	57,575	39,158
394,478	336,903	57,575	37,677
3,944,779	3,369,032	575,747	450,893

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 195

Number of new residents:

City 6
 County 7
 School District 7

Expected 10-Year Contribution to PIF: \$ 2,312,640

Impact of exemption on state revenues: \$ (68,441)

2016 BUDGET CALENDAR

Each year the City of Edgerton adopts a budget for the following fiscal year. Staff has prepared the following calendar of events to assist staff and the governing body during the annual budget process.

Date	Responsible Party	Task
April 1	Accountant	Turn on CIC Budget Preparation for 2016 Budget
April 1 – April 30	City Administrator, Accountant, PW Superintendent, Utility Superintendent, Community Development Director	Vehicle & Equipment Budget development; Capital Improvement Plan Development
May 1 – May 31	City Administrator, PW Superintendent, Utility Superintendent, Accountant, Community Development Director	Develop Department Budgets. All Budgets and Requests for Additional Personnel due June 1
May 14	City Administrator, City Council	City Council Meeting: Presentation by ETC Institute of Final Results of 2015 Citizen Survey
May 16	City Administrator, City Council	Governing Body Policy Governance Session (Development of Ends Policies)
May 28	City Administrator, Accountant, PW Superintendent, Utility Superintendent, Community Development Director	Budget Work Session: Projected Revenues; Legislative Changes; Citizen Survey Results Capital Improvements; Vehicle and Equipment Replacement
June 1 – June 24	City Administrator, Accountant	Review Submitted Budget Requests and Develop Recommended Budget
June 25	City Administrator, City Council	Budget Work Session: Present Recommended General Fund Budget
July 9	City Administrator, City Council	Budget Work Session: Present Recommended Utility Fund Budgets, All Other Fund Budgets and Vehicles/Equipment
July 10 – July 23	City Administrator, Accountant	Finalize Budget to Prepare Hearing Notice
July 24	City Clerk	Send Public Hearing Notice to Gardner News
July 29		Public Hearing Notice Published in Gardner News
August 13	City Administrator, City Council	City Council Meeting: Conduct Formal Budget Hearing and Adopt Budget
August 25	City Clerk	Certify Budget to County Clerk

