

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
April 12, 2018
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis
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. Approve Minutes for March 8, 2018 City Council Meeting
6. Approve Minutes for March 15, 2018 Special City Council Meeting
7. Approve Minutes for March 22, 2018 City Council Meeting
8. Consider Final Acceptance for LPKC Sanitary Sewer Phase II and Authorize Final Payment
9. Consider Final Acceptance for Midwest Gateway Sanitary Sewer and Authorize Final Payment

Regular Agenda

10. Proclamation by the Mayor Declaring April 2018 as National Autism Awareness Month in the City of Edgerton
11. **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.
12. **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

13. **CONSIDER AGREEMENT WITH BG CONSULTANTS FOR ENGINEERING SERVICES FOR 2018 CARS PROJECT 4TH STREET AND EAST NELSON STREET INTERSECTION IMPROVEMENTS (DOWNTOWN STREETScape)**

Motion: _____ Second: _____ Vote: _____

14. **CONSIDER MARTIN CREEK CAPITAL IMPROVEMENT PROJECT**

Motion: _____ Second: _____ Vote: _____

15. **Report by the City Administrator**
 - o 2018 Budget Calendar

16. Report by the Mayor

17. Future Meeting/Event Reminders:

- April 18th Noon – Senior Lunch
- April 19th 5:00-7:00 PM - 207th Street Grade Separation Design Open House
- April 26th 7:00 PM – City Council Meeting
- May 8th 7:00 PM – Planning Commission Meeting
- May 10th 7:00 PM – City Council Meeting

18. Adjourn Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas
Minutes of City Council Regular Session
March 8th, 2018

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on March 8th, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Darius Crist	present
Jody Brown	absent

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Attorney Lee Hendricks
	Parks Bob McVey
	Katy Crow Development Services Director
	Karen Kindle Finance Director
	Trey Whitaker Public Works Superintendent

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Agenda Approval was considered and approved.
5. Approve Minutes for February 22, 2018 City Council Meeting was considered and approved.
6. Approve Ordinance No. 1075 Amending Chapter IX, Article 1, Section 9-107 of the Municipal Code of the City of Edgerton, Kansas to reflect a revised start time for Municipal Court and repealing all ordinances or parts of ordinances in conflict therewith was considered and approved.
7. Approval of the Downtown Edgerton Plan was considered and approved.

Motion by Lewis, seconded by Longanecker, to approve the consent agenda.

Motion was approved, 4-0.

8. PUBLIC COMMENTS

Pat Peer from Spring Hill was present to receive information about annexation and rezoning. Mrs. Peer also asked about an environmental Impact Statement for the area around Project Mustang,

how many acres will ultimately be annexed, and about the water from Big Bull Creek Wastewater Plant going into Hillsdale lake. Mrs. Peer asked if things were above-board, hearing people say that they are being paid to annex. When will it be a done deal, when North Point wants to be done. Mayor Roberts asked Mrs. Peer to ask all her questions and all comments, he would respond when she was finished. Other items that are of a concern are the trains and the noise pollution, who is annexing all the property, the City of Edgerton's Comprehensive plan needs to be revised; it is out of date.

Carl Peer from Spring Hill made the statement "When is it going to stop?"

Mayor Roberts stated that signs go up to notify people of upcoming public hearings. Decisions have not been made at this point. The City of Edgerton has paid NO one to annex, nor does the City ever want that done, either. The Comprehensive plan is outdated, this is a true statement. Mayor Roberts stated that he would be more than happy to set up a meeting later to discuss this further with any residents.

Cristie Newgent, Edgerton Kansas, was present to discuss plans to improve Internet Technology infrastructure or get other internet service providers in the city. The City of Edgerton has no current plans to talk with other internet service providers. The City of Edgerton is preparing to send out a citizen survey very soon, so we need to see the results of the survey.

9. DECLARATION

None

INSURANCE POLICY – 2018 THROUGH 2019

10. RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2018-MARCH 31, 2019 WAS CONSIDERED.

Beth Linn introduced Kevin O'Brien, with the Reilly Group, to present the 2018-2019 insurance renewal to the Mayor and City Council. Mr. O'Brien started with thanking Beth Linn and her staff for all their help during the recent flood. He especially wanted to thank Trey Whitaker and Karen Kindle for all their hard work. Mr. O'Brien asked for three quotes for City Insurance, One Beacon, EMC (they were not interested in quoting) and Travelers. Mr. O'Brien provided a summary and comparison of the quotes from One Beacon and Travelers showing the costs. Mr. O'Brien and staff recommends staying with One Beacon due to their consistency in pricing over the years and their fair claims handling process demonstrated from the recent flood claim.

A motion by Longanecker, seconded by Crist, to approve purchasing City insurance from One Beacon for the period of April 1, 2018 – March 31, 2019.

Motion was approved, 4-0.

**** EXECUTIVE SESSION**

Motion by Longanecker, seconded by Crist, to recess into executive session pursuant to K.S.A. 75-4319 (b) (2) for attorney-client privilege for contract negotiations to include City Attorney and City Administrator for fifteen minutes was considered.

Motion was approved, 4-0.

Meeting recessed at 8:11 pm.

Motion by Longanecker, seconded by Crist, to reconvene.

Motion was approved, 4-0.

Meeting reconvened at 8:26 pm. No action was taken.

ORDINANCE NO. 1076 – REZONING NORTHWEST CORNER 207TH AND WAVERLY ROAD

- 11. ORDINANCE NO. 1076 ADOPTING A RECOMMENDATION BY THE CITY OF EGERTON PLANNING COMMISSION TO APPROVE REZONING OF APPROXIMATELY 256 ACRES OF LAND (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 207TH STREET AND WAVERLY ROAD) IN EDGERTON, KANSAS FROM JOHNSON COUNTY “RUR” RURAL DISTRICT TO CITY OF EDGERTON “L-P” LOGISTICS PARK ZONING DISTRICT WAS CONSIDERED.**

City Administrator Beth Linn presented information about Ordinance No. 1076, after discussion and question, staff recommended not to approve the rezoning request.

Motion by Longanecker, seconded by Crist, to deny Ordinance No. 1076.

Motion to deny was approved, 4-0.

PROJECT - HOMESTEAD LANE/207TH STREET ROAD IMPROVEMENT

- 12. AUTHORIZATION OF HOMESTEAD LANE/207TH STREET ROAD IMPROVEMENT PROJECT WAS CONSIDERED.**

A motion by Longanecker, seconded by Crist, to table this item to a future date.

Motion was approved, 4-0.

13. REPORT BY THE CITY ADMINISTRATOR

Beth Linn, City Administrator, discussed several items.

CITIZEN SURVEY

The first item was the Citizen Survey. Ms. Linn overviewed and explained the survey. She informed the Mayor and Council this is a draft and changes can be made. The survey should be mailed soon.

JOB DESCRIPTION – CITY CLERK

The second item was the job description for the City Clerk, noting the current city clerk is retiring on the 23rd of March. She informed the Council there is a public reception scheduled for March 21st, 2018.

Motion by Longanecker, seconded by Lewis, to approve the job description for the City Clerk.

Motion was approved, 4-0.

JOB DESCRIPTION – MARKETING & COMMUNICATION COORDINATOR

Ms. Linn reviewed the job description for the Marketing & Communication Coordinator, noting this is a new position.

Motion by Lewis, seconded by Crist, to approve the job description for the Marketing & Communication Coordinator.

Motion was approved, 4-0.

JOB DESCRIPTION – PUBLIC WORKS DIRECTOR

Ms. Linn addressed the Public Works Directors job description and requested consideration.

Motion by Lewis, seconded by Longanecker, to approve the job description for the Public Works Director.

Motion was approved, 4-0.

ORDINANCE NO. 1076 – ANNEXATION AMENDING ORD. NO. 1070

**City Attorney, Lee Hendricks, prepared an Ordinance #1076 that will amend Ordinance #1070, which was considered. The Thompson Trust's most recent deed on file was not correct.

Motion by Longanecker, seconded by Lewis, to approve Ordinance #1076.

Motion was approved, 4-0.

14. REPORT BY THE MAYOR

Mayor Roberts asked if any had an interest in going to the League of Kansas Municipalities Conference; if so inform the City Administrator as soon as possible.

15. FUTURE MEETING/EVENT REMINDERS:

March 13th 7:00 pm – Planning Commission Meeting

March 21st Noon – Senior Lunch

March 22nd 7:00 pm – City Council Meeting

March 24th 9:00 am-1:00 pm – Low Cost Vaccine Clinic in Downtown Greenspace

March 24th 10:00 am – Noon - Edgerton Easter Egg Hunt in Martin Creek Park

16. ADJOURN

Motion by Longanecker, seconded by Crist, to adjourn.

Motion was approved, 4-0.

Meeting adjourned at 9:50 p m.

Submitted by:

Janeice Rawles
City Clerk

City of Edgerton, Kansas
Minutes of City Council Special Session
March 15th, 2018

A Special Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on March 15th, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

3. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Attorney Lee Hendricks/via phone
	Parks Bob McVey
	Katy Crow Development Services Director
	Trey Whitaker Public Works Superintendent

4. WELCOME

4. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Agenda Approval was considered and approved.

Motion by Longanecker, seconded by Lewis, to approve the consent agenda.

Motion was approved, 4-0.

5. PUBLIC COMMENTS

None

6. DECLARATION

None

7. A MOTION TO RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Brown, seconded by Longanecker, to recess into executive session for five minutes, to include City Administrator, and City Attorney, Lee Hendricks via phone to discuss contract negotiations. Mr. Hendricks did acknowledge that he was alone speaking with the Mayor and Council.

Motion was approved, 4-0.

Meeting recessed at 7:03 pm

Motion by Brown, seconded by Longanecker, to reconvene into regular session with no action taken.

Motion was approved, 4-0.

Meeting reconvened at 7:14 pm.

8. ORDINANCE NO. 1077 REPEALING ORDINANCE NO. 1071 AND ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON, KANSAS WAS CONSIDERED.

Beth Linn, City Administrator presented information on repealing Ordinance No.1071 and replacing it with Ordinance No. 1077. Mayor Roberts stated the it is all about legal descriptions. There were no questions or comments from the Council or from the audience.

Motion by Brown, seconded by Longanecker, to approve Ordinance No. 1077.

Motion was approved 4-0.

9. REPORT BY THE CITY ADMINISTRATOR

No Report

10. REPORT BY THE MAYOR

Mayor Roberts read a letter of resignation from Council member Darius Crist. Mr. Crist's resignation is in effect as of the 13th day of March 2018. Mayor Roberts said that he really appreciates Darius Crist on being on City Council and gave a big "Thank you".

Motion by Longanecker, seconded by Lewis, to accept the resignation from Darius Crist.

Motion was approved 4-0.

** Mayor Roberts stated that he will start talking with citizens on the Planning commission first and see if any are interested in filling the vacant position.

16. ADJOURN

Motion by Longanecker, seconded by Lewis, to adjourn.

Motion was approved, 4-0

Meeting adjourned at 7:20 p m.

Janeice Rawles
City Clerk

City of Edgerton, Kansas
Minutes of City Council Regular Session
March 22, 2018

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on March 22, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

5. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Attorney Lee Hendricks
	Public Works Superintendent Trey Whitaker
	Parks Bob McVey
	Development Services Director Katy Crow

6. WELCOME

5. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Agenda Approval was considered.
5. Approve Resolution No. 03-22-18A Appointing Scott Peterson as Interim City Clerk for the City of Edgerton was considered.
6. Approve Resolution No. 03-22-18B Appointing David Hamby as Floodplain Administrator for the City of Edgerton was considered.

Motion by Brown, Second by Longanecker, to approve the consent agenda.

Motion was approved, 4-0

8. PUBLIC COMMENTS

Don Cooper, 772 S Poplar St., Gardner, KS, spoke on behalf of the Board of Directors of the HOA of the houses in Gardner along Poplar Street that abut the future site of Inland Port X. Mr. Cooper requested that the City be more proactive in maintaining the landscape in between Inland Port X

and the homes on Poplar Street, stating that large amounts of trash and debris had been accumulating, and grass and weeds had not been mowed in some time.

Rebecca Shalkoski, 680 S. Poplar St., Gardner, KS, also spoke about the property maintenance issues along the future site of Inland Port X. She mentioned that she was having issues with snakes and rodents due to the overgrown brush. Mayor Roberts responded that the property belongs to NorthPoint, not the City of Edgerton, but that staff would make sure that NorthPoint was more diligent about property maintenance in the area.

Pat Peer, 32695 W. 215th St., Spring Hill, addressed the special City Council meeting that was held Thursday, March 15 to readdress annexation of land into Edgerton south of Interstate 35. Ms. Peer stated her belief that the project, and development in Edgerton in general, was moving too quickly, and this special meeting was a result of that hastiness. Ms. Peer also inquired into the number of trucks and trains that pass through Edgerton each day, and how much that would increase with the development to the South. Mayor Roberts answered that he did not know the number of trucks and trains that move through Edgerton every day, but offered to meet with Ms. Peer at any time to discuss it and any other concerns she may have regarding the annexation and development.

9. DECLARATION

None

10. MEMBERSHIP WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) FOR COOPERATIVE CONTRACT PURCHASING SOLUTIONS WAS CONSIDERED.

Trey Whitaker, Public Works Superintendent, presented information regarding the National Joint Powers Alliance (NJPA), a cooperative purchasing group that allows City Staff to streamline the purchasing process of vehicles and equipment. Membership has no annual cost, no obligation or liability to the City. The group allows members to access contracts agreed to by other member jurisdictions.

Motion by Longanecker, Second by Lewis, to approve membership with National Joint Powers Alliance (NJPA) for Cooperative Contract Purchasing Solutions.

Motion was approved, 4-0.

11. ORDINANCE 1078 ANNEXING CERTAIN LAND INTO THE CITY OF EDGERTON WAS CONSIDERED.

Katy Crow, Development Services Director, presented a request for annexation from NorthPoint Development, LLC, on behalf of Edgerton Land Holding Company, LLC. The property for proposed annexation is a small parcel that was previously owned by Water District 7 and used as a pump station. Edgerton Land Holding Company, LLC acquired the property, and is requesting that it be annexed into Edgerton. The property would be contiguous with other recently annexed properties in Edgerton.

Motion by Longanecker, Second by Brown, to approve Ordinance 1078 Annexing Certain Land into the City of Edgerton.

Motion was approved, 4-0.

12. AUTHORIZATION OF HOMESTEAD LANE/207TH STREET ROAD IMPROVEMENT PROJECT WAS CONSIDERED.

Beth Linn, City Administrator, presented a request by City Staff for Council to authorize the 207th Street and Homestead Lane Road Improvement Project. There are currently no plans to be considered, approval of the project simply starts the process of the project, which will be a design-build construction.

Funding for this project is provided by KDOT, with no City Fund dollars going towards the construction; furthermore, the City will not be required to make any repayment to KDOT for the road construction.

Mayor Roberts had a discussion with Ms. Peer, and other members of the audience, including a resident of Miami County who did not provide her name, regarding the project and its impact on truck traffic, noise, and road size in the area.

Motion by Lewis, Second by Longanecker to Approve Authorization of Homestead Lane/207th Street Road Improvement Project.

Motion was approved, 4-0.

13. REPORT BY THE CITY ADMINISTRATOR/DESIGNATION OF KRWA VOTING DELEGATE

Ms. Linn asked the Council to designate a KRWA voting delegate for the 2018 year. Ms. Linn recommended Mike Mabrey, Utilities Superintendent, to be the voting delegate, with Trey Whitaker, Public Works Superintendent, to serve as his alternate.

Motion by Longanecker, Second by Brown, to designate Mike Mabrey as the City's KRWA Voting Delegate, with Trey Whitaker to serve as his alternate.

Motion was approved, 4-0.

Ms. Linn thanked Janeice Rawles, City Clerk, for her 26 years of service, as this is her final City Council meeting. Ms. Rawles is retiring after many years of service and dedication to the City of Edgerton. Ms. Rawles has promised to remain an active member of the community.

Ms. Linn mentioned the pot hole at 8th Street and Highway 56. While the pot hole is in the KDOT right-of-way, Edgerton's Public Works department went ahead and repaired the pot hole. Ms. Linn mentioned that you can report a pot hole on the City's website, or by calling City Hall.

14. REPORT BY THE MAYOR

Mayor Roberts mentioned that Dollar General will have a soft opening on March 26, at 8 am. This will be a few weeks prior to the grand opening/ribbon cutting, but the store will remain functionally open.

15. FUTURE MEETING/EVENT REMINDERS:

- March 24th 9:00 AM – 1:00 PM – Low Cost Vaccine Clinic in Downton Greenspace
- March 24th 10:00 AM – Noon – Edgerton Easter Egg Hunt in Martin Creek Park
- April 10th 7:00 PM – Planning Commission Meeting
- April 12th 7:00 PM – City Council Meeting
- April 18th Noon – Senior Lunch
- April 26th 7:00 PM – City Council Meeting

16. EXECUTIVE SESSION

Motion by Longanecker, Second by Brown, to recess into an executive session pursuant to K.S.A. 75-4319 (b)(2) for attorney/client privilege for contract negotiations to include City Attorney and City Administrator for fifteen (15) minutes was considered.

Motion was approved, 4-0.

Meeting recessed at 8:25 pm. Council took a short break prior to the Executive Session.

Executive Session began at 8:37 pm

Motion by Brown, Second by Longanecker, to reconvene.

Motion was approved, 4-0.

Meeting reconvened at 8:52 pm, no action taken.

17. ADJOURN

Motion by Brown, Second by Lewis, to adjourn.

Motion was approved, 4-0

Meeting adjourned at 8:55 pm, no action taken.

Scott Peterson

Assistant City Administrator/Interim City Clerk



National Autism Awareness Month Proclamation

WHEREAS, Autism is a complex developmental disability; signs typically appear during early childhood and affect an individual's ability to communicate, process sensory input and interact with others; and,

WHEREAS, Autism is the third most common developmental disability, affecting 3.5 million individuals nationwide; and,

WHEREAS, As more health professionals become proficient in diagnosing Autism, more children are being diagnosed on the Autism spectrum, resulting in rates as high as 1 in 68 children nationally, and,

WHEREAS, Accurate, early diagnosis, and the resulting appropriate education and intervention are vital to the future growth and development of the individual; and,

WHEREAS, Support groups, such as the Autism Society of the Heartland, which is an affiliate of the Autism Society, have dedicated years of service in their ongoing efforts to advocate for the rights, humane treatment, and appropriate education of all persons with Autism; and,

WHEREAS, These groups remain committed to awareness and to educating families, professionals, and the general public to better understand this lifelong disability; and,

WHEREAS, Autism Society, now celebrating 53 years of service to the Autism community, is spearheading an awareness effort in order to educate parents, professionals, and the general public about creating a better world for autism.

NOW, THEREFORE, IT RESOLVED I, _____ Mayor Donald Roberts _____

Of the _____ City _____ of _____ Edgerton, KS _____,

Do hereby proclaim April 2018, as

NATIONAL AUTISM AWARENESS MONTH

In _____ Edgerton, KS _____ and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.



EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
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City Council Action Item

Council Meeting Date: April 12, 2018

Agenda Item #: 8

Department: Utilites

Agenda Item: Consider Final Acceptance for LPKC Sanitary Interceptor Sewer Phase II

Background/Description of Item: LPKC Sanitary Sewer Phase II project included approximately 6100 linear feet of gravity transmission main to flow sanitary sewer to the already constructed LPKC Sanitary Interceptor Phase I Line constructed in 2016 in conjunction with Amazon. LPKC Sanitary Sewer Phase II project extends north of IP XXXII (XPO Logistics) to the south side 191st Street then east to extend the sewer interceptor to serve Kubota (IP XI), Jet (IP XII) and Inland Port XIII. Additionally, just west of Waverly Road, the project crossing 191st Street and extends north to serve DEMDACO (IP II) and Excel Industries (IP V).

The project was approved by the Edgerton City Council at the May 25, 2017 Council Meeting as part of the approval of the Logistics Park Kansas City (LPKC) Sanitary Sewer Master Plan.

LPKC Sanitary Sewer Phase II construction was funded completed by Edgerton Land Holding Company. This project may be considered in the future by Edgerton City Council for inclusion in the LPKC Plan of Finance List of Approved Project.

Related Ordinance(s) or Statue(s): Approved Council Consent agenda dated 4/27/17, LPKC Sanitary Sewer Master Plan Agenda Item 5/25/17

Funding Source: N/A. Project has been funded by Edgerton Land Holding Company.

Budget Allocated: N/A.

Finance Director Approval: N/A

Recommendation: Approve Final Acceptance for LPKC Sanitary Interceptor Sewer Phase II and Authorize Final Payments to Site Rite Construction Co.

Enclosed:

Sanitary Sewer Master Plan Map

Email of Acceptance by Project Inspector Jon Carlson

Prepared by: Michael Mabrey, Utility Superintendent

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Tuesday, December 26, 2017 3:39 PM
To: Beth Linn; Scott Peterson; Katy Crow
Cc: Mike Mabrey; Trey Whitaker; david.hamby@bgcons.com
Subject: LPKC Sanitary Sewer Phase II Final Acceptance
Attachments: LPKC Interceptor Phase II Final Punch List

To the best of my knowledge Site Rite Construction has completed all work for the LPKC Sanitary Sewer Phase II as noted in the plans as of December 21, 2017 with the exception of the punch list items noted in the attachment . This project may be accepted by the City of Edgerton at your discretion.

Respectfully submitted,

Jon Carlson

Senior Construction Observer



1405 Wakarusa Drive | Lawrence, KS 66049

T: 785.749.4474 | F: 785.749.7340

C: 785.331.8289 (Personal)

Web: www.bgcons.com | [Map](#) | [Email](#)

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Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Friday, February 16, 2018 8:11 AM
To: Mike Mabrey; Scott Peterson; Aaron Burks
Cc: Beth Linn; david.hamby@bgcons.com; Matt Anderson; Katy Crow; Trey Whitaker
Subject: Logistics Park Kansas City Sanitary Sewer Interceptor Phase 2

To the best of my knowledge Site Rite Construction has completed all work on the LPKC Sanitary Sewer Interceptor Phase 2 as noted in the plans approved by the City of Edgerton dated February 13, 2017 in November 2017. The Substantial Completion date was August 17, 2017 with a two year warranty from this date. The contractor needs to complete minor reseeding and erosion repair in several areas during the spring seeding season. This also includes removal of erosion control devices after the entire project is stabilized with permanent vegetation. The project can be accepted by the City of Edgerton at your discretion.

Final Record Drawings and the SWPPP Inspection reports need to be submitted for this project.

Respectfully Submitted,

Jon Carlson

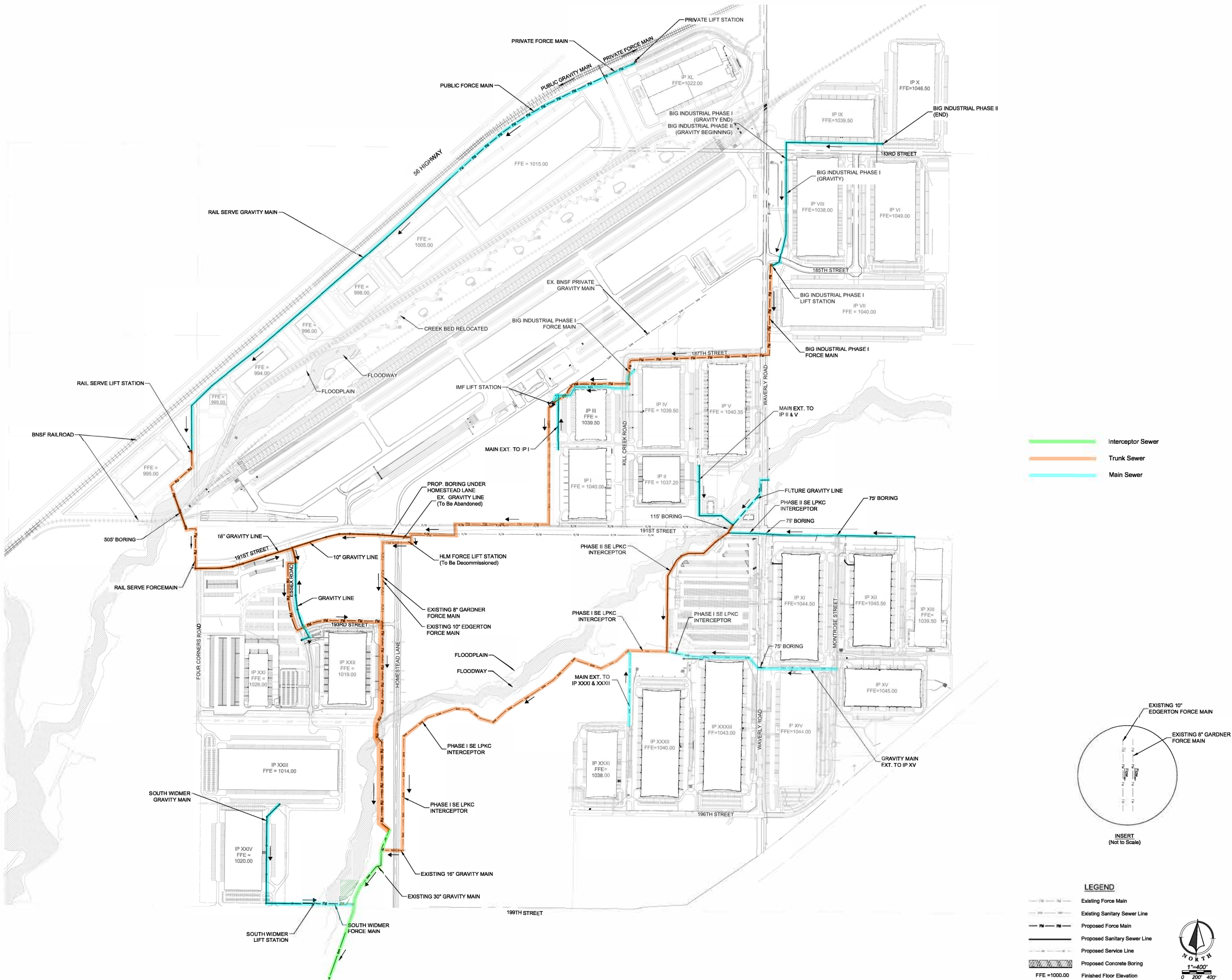
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NO.	BY	DATE	REVISION
1	WJS	02/22/17	Overall Sanitary Sewer Layout
2	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
3	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
4	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
5	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
6	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
7	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
8	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
9	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
10	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
11	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
12	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
13	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
14	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
15	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
16	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
17	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
18	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
19	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED
20	WJS	04/07/17	Overall Sanitary Sewer Layout REVISED



City Council Action Item

Council Meeting Date: April 12, 2018

Agenda Item #: 9

Department: Utilites

Agenda Item: Consider Final Acceptance of Midwest Gateway Sanitary Sewer

Background/Description of Item: Midwest Gateway Sanitary Sewer project includes gravity main to serve the Midwest Gateway Buildings 1 and 2. Project consisted of approximately 1265 linear feet of gravity transmission main to flow sanitary sewer to the existing manhole previously known as Schlagel Property Manhole constructed with the IMF Lift Station as part of the original Big Bull Creek conveyance system project.

The Midwest Gateway Sanitary Sewer project was approved by the Edgerton Governing Body at the January 26, 2017 Council Meeting as part of the property's Final Plat approval. Public main is required as the buildings are on two separate lots.

Related Ordinance(s) or Statue(s):

Funding Source: N/A. Project completed by private development.

Budget Allocated: N/A

Finance Director Approval:

Recommendation: Approve Final Acceptance for Midwest Gateway Sanitary Sewer.

Enclosed:

Sanitary Sewer Construction Map
Email of Acceptance by Project Inspector Jon Carlson

Prepared by: Michael Mabrey, Utility Superintendent

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP2016-04, Final Plat, Midwest Gateway

Department: Community Development

Background/Description of Item: The City of Edgerton has received Application FP2016-04 for final plat of the Midwest Gateway and which is located on the North side of 191st Street and a quarter mile East of Homestead Lane. The final plat includes approximately 32 acres and is made up of a single lot. The Plat does not contain the dedication of additional public street ROW as 191st Street ROW was previously acquired. The Plat does include the dedication of certain easements required as part of the development of the property.

Staff, including City Engineer, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report.

The Edgerton Planning Commission reviewed the application on January 10, 2017. The Planning Commission recommended approval of Application FP2016-04 for Final Plat of Midwest Gateway subject to compliance with the following stipulations as listed in the staff report dated January 6, 2017:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from January 10, 2017 Planning Commission meeting
Final Plat
Final Plat Application FP2016-04 for Midwest Gateway

Recommendation: Approve Application FP2016-04, Final Plat, Midwest Gateway located on the North side of 191st Street and a quarter mile East of Homestead Lane.

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: January 23, 2017

FINAL PLAT OF
MIDWEST GATEWAY
PART OF THE SW 1/4, SECTION 34, TOWNSHIP 14, RANGE 22,
CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

LEGAL DESCRIPTION:

All that part of a tract of land described as the J.A. Pearce Tract in the Southwest Quarter of Section 34, Township 14 South, Range 22 East as said tract is shown and described in the 1892 Re-Survey of said Section Township and Range, Johnson County, Kansas, said tract of land being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 34; thence S 88° 10' 27" W, along the South line of said Southwest Quarter, a distance of 360.36 feet, to the true point of beginning of subject tract; thence continuing S 88° 10' 27" W, along said South line, a distance of 947.45 feet, thence N 02° 16' 29" W, parallel with the East line of said J.A. Pearce Tract, a distance of 1170.31 feet; thence N 53° 52' 24" E, a distance of 1140.81 feet, to a point on the East line of said J.A. Pearce Tract; thence S 02° 16' 29" E (S 02° 16' 32" E, Deed), along the East line of said J.A. Pearce Tract, a distance of 1813.21 feet, to the true point of beginning.

The above described tract contains 1,413,318 square feet or 32.445 acres more or less.

OWNERS CERTIFICATION AND DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "MIDWEST GATEWAY".

The proprietors, successors, and assigns, of property described on this plat hereby dedicate for public use all land described on this plat as streets or public ways not heretofore dedicated. Acceptance of the dedication of land for public right-of-way purposes described on this plat is for the sole purpose of maintaining right-of-way, and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

An easement is granted to lay, construct, alter, repair, replace or operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat are hereby dedicated to the City of Edgerton or their assigns.

The undersigned proprietor of the above described land hereby consents and agrees that the governing body of any special assessment district shall have the power to release such land proposed to be dedicated for streets and roads, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated road or street.

IN TESTIMONY WHEREOF, the undersigned proprietors have hereunto subscribed their hand.

OWNER:
Midwest Gateway Venture, LLC

By _____
Keith Copaken
STATE OF _____)
COUNTY OF _____)SS.

This instrument was acknowledged before me on this _____ day of _____, 2017 by
Keith Copaken of Midwest Gateway Venture, LLC.

Notary Public _____ My Commission Expires: _____

APPROVED by the Governing body of the City of Edgerton, this ____ day of _____, 2017.

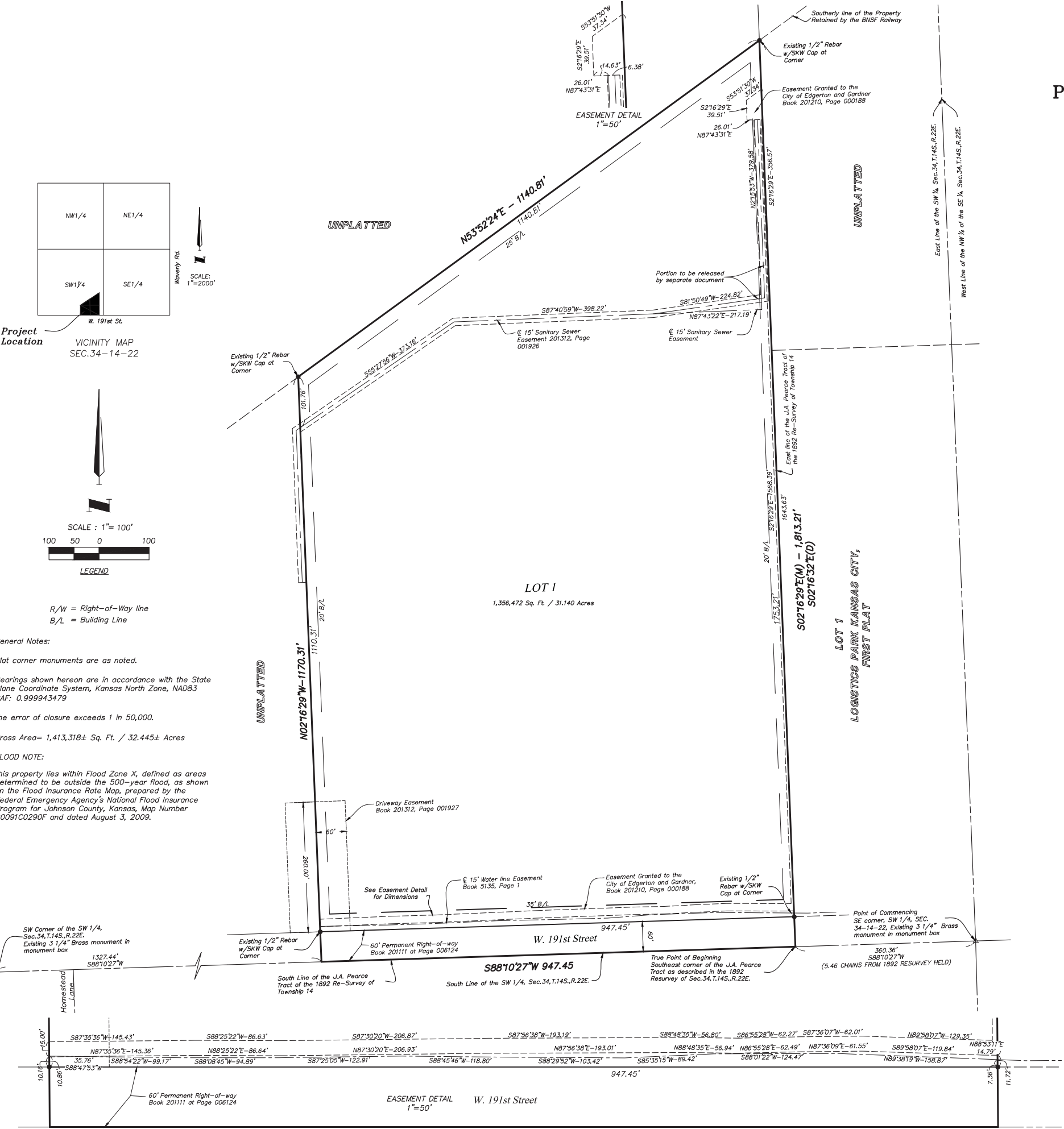
Donald Roberts, Mayor _____ Janeice Rawles, Clerk _____
APPROVED by the City of Edgerton, Kansas Planning Commission, this ____ day of _____, 2017.

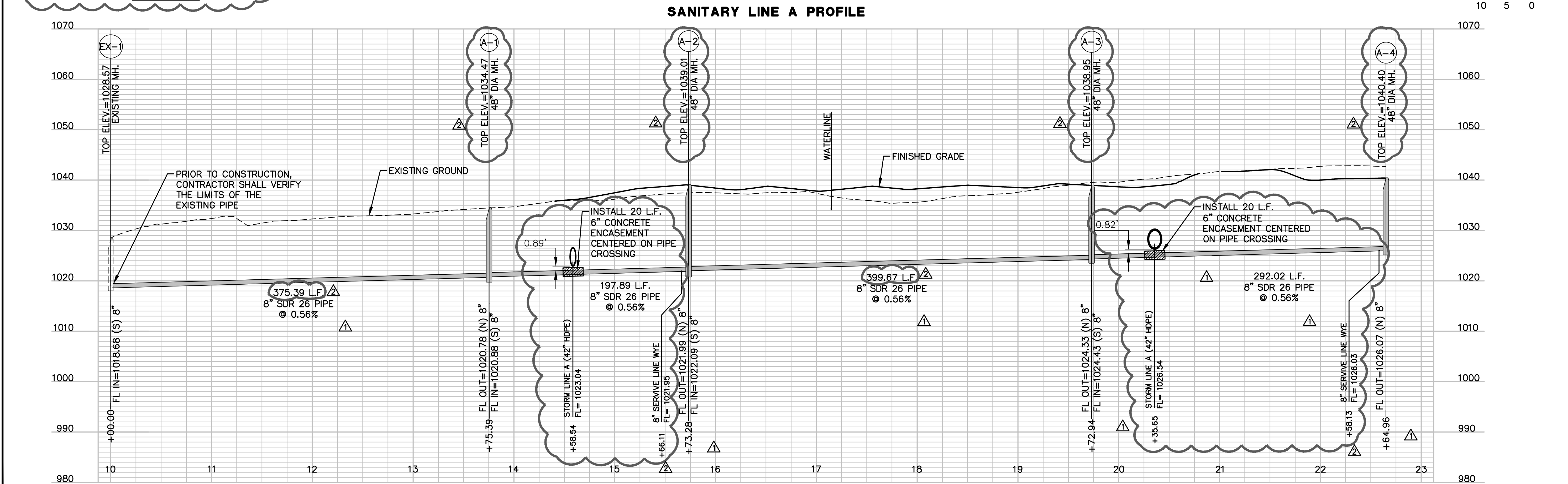
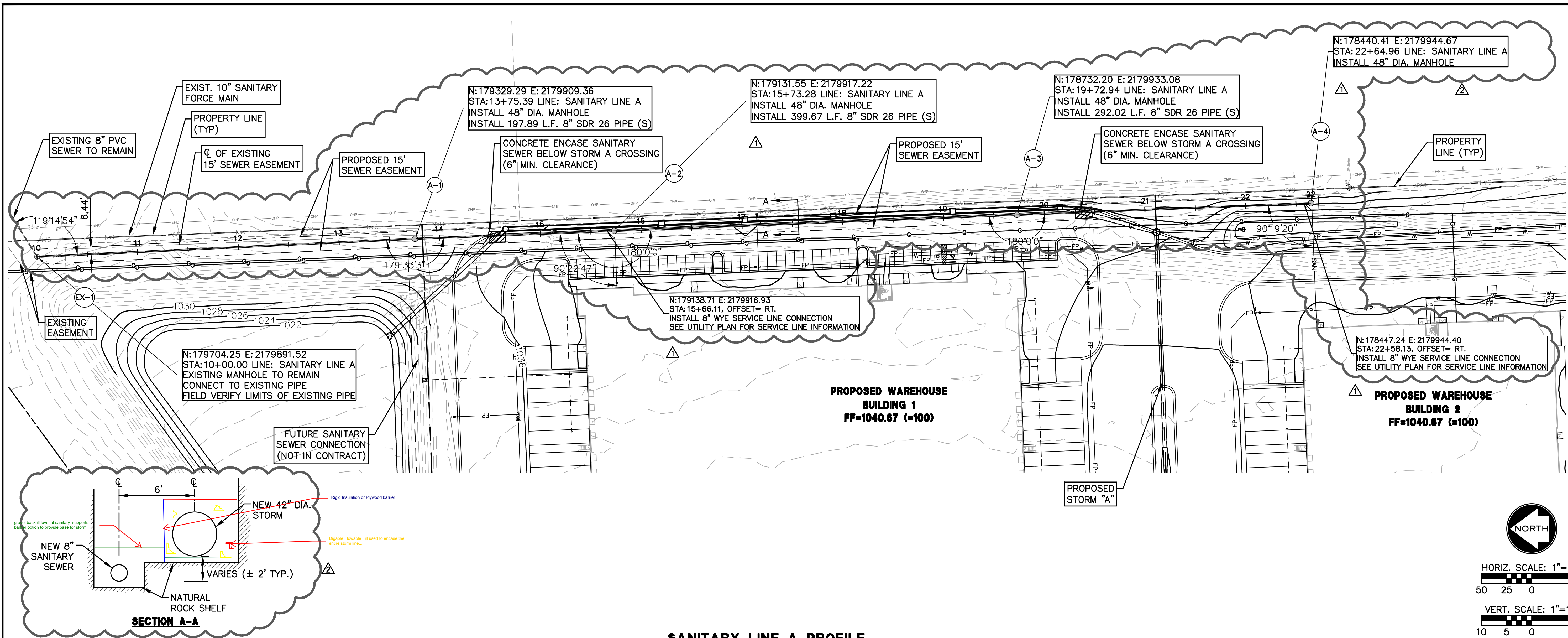
Chuck Davis, Chairman _____ Attest: _____
Maria O'Neill, Secretary

I hereby certify that the information shown hereon is based on a field survey performed under my supervision
on August 30, 2013.

Scott D. Confer, KS LS-1249

SHAFER, KLINE & WARREN, INC.
ENGINEERS ~ SURVEYORS
11250 CORPORATE AVENUE
LENEXA, KANSAS 66219
(913) 888-7800 www.skw-inc.com





HERITAGE ELECTRIC
841 N. MARTWAY
DOWNEY, KS 66041
(P) 913-336-0001

PLUMBING
ADIFFICA CASE ENGINEERING
739 MERUS COURT
ST. LOUIS, MO 63105
(P) 636-346-1900

FIRE PROTECTION
F.E. MORAN
1000 N. CH. ROAD, SUITE A
CHAMPAIGN, IL 61822
(P) 217-355-0700

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MECHANICAL
METRO AIR
11503 STRANG LINE ROAD
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CONTRACTOR
ARCO
NATIONAL CONTRACTORS ASSOCIATION

5015 NW CANAL ST #110
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WWW.ARCO-KC.COM

CIVIL ENGINEER
SKW

11250 CORPORATE AVE.
DENVER, KS 66219
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WWW.SKW-INC.COM

NEW FACILITY FOR:

MIDWEST GATEWAY

EDGERTON, KS

MATTHEW D. KIST
5-3-15
25515
KANSAS
PROFESSIONAL ENGINEER

JOB NO.: SJ1699

PA: VMV

DATE: 8/2/2017

REVISIONS

SEWER COMMENTS-1

FIELD REVISION

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF SKW ARCHITECTS, INC. NO PART OF THIS DESIGN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION FROM SKW ARCHITECTS, INC.

SHEET NUMBER

C6.2

SANITARY SEWER PLAN AND PROFILE

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Monday, April 9, 2018 8:25 AM
To: Mike Mabrey; Scott Peterson
Cc: david.hamby@bgcons.com; Beth Linn; Millsap, Richard; Katy Crow
Subject: Midwest Gateway Sanitary Sewer
Attachments: Midwest Gateway Punch List.pdf; Midwest Gateway Sanitary Sewer Testing.pdf

To the best of my knowledge ARCO Construction has completed all work in general conformance to the plans approved by the City of Edgerton in August 2017 for the above noted project as of April 5th, 2018 with the exception of the permanent seeding which is being completed this week with the entire Midwest Gateway building project. This project may be accepted by the City of Edgerton at your discretion. The sanitary sewer testing records are attached.

Respectfully submitted,



City Council Action Item

Council Meeting Date: April 12, 2018

Agenda Item #: 13

Department: Public Works

Agenda Item: Consider an Agreement with BG Consultants for Engineering Services for 2018 CARS Project 4th Street and East Nelson Street Intersection Improvements (Downtown Streetscape)

Background/Description of Item:

Each year, the cities in Johnson County are invited to submit projects to be considered for the five-year city/county street improvement program through the County Assistance Road System (CARS) program. The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials. On May 11th, 2017 the City Council approved the 2018-2022 CARS submission, as part of this staff submitted the E Nelson St and E 4th Street Intersection Improvement, as the cities CARS 2018 preferred project.

The CARS 2018 project includes major maintenance of East Nelson Street (E 5th Street to E 4th Street) and East 4th Street (E Nelson Street to E Hulett Street). The project will remove the existing asphalt roadway and replace it with concrete; remove and replace the existing curb and gutter; reconfigure the pedestrian sidewalk system particularly at the intersection as recommended by the Downtown Edgerton Plan recently approved by City Council.

In addition to this scope staff has requested that scope of design work include design of the next block of East Nelson Street (from East 4th Street to East 3rd Street) and design of the parking lot behind City Hall to serve City Hall and the Edgerton Community Museum. Due to the scope of work being completed adjacent to these areas for the CARS project, the design work necessary for these additional areas is incrementally small. Having design complete for these two areas will allow the City to include the items as bid alternates be in the construction bid.

Related Ordinance(s) or Statue(s):

Funding Source: Capital Improvement Fund

Budget Allocated: \$56,000

Finance Director Approval:

X Karen E. Kindle

Karen Kindle, Finance Director

Recommendation: Approve an Agreement with BG Consultants for Engineering Services for 2018 CARS Project 4th Street and East Nelson Street Intersection Improvements (Downtown Streetscape)

Enclosed:

BG Consultant-Client Agreement: Nelson Street (3rd to 5th) and 4th Street (Hulett to Nelson) Improvements

Prepared by: Trey Whitaker, Public Works Superintendent



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Edgerton, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Engineering Services
Nelson Street (3 rd to 5 th) and 4 th Street (Hulett to Nelson) Improvements
Edgerton, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	David J. Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Trey Whitaker
Address:	404 E. Nelson
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **\$56,000.00** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses ~~plus ten (10) percent~~ shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses ~~plus ten (10) percent~~.

Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost ~~plus ten (10) percent~~. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services

hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.
- 5.10 COMPLIANCE WITH LAWS
 - 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- 5.11 TITLES, SUBHEADS AND CAPITALIZATION
 - 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.
- 5.12 SEVERABILITY CLAUSE
 - 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.
- 5.13 FIELD REPRESENTATION
 - 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Edgerton, Kansas

By:



By:

Printed Name: David J. Hamby, P.E., CFM

Printed Name: _____

Title: Vice President

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

Nelson Street Improvements – 3rd Street to 5th Street **4th Street Improvements – Nelson Street to Hulett Street** **City Hall Parking Lot Improvements** **Engineering Services**

Phase 1 – Construction Documents

Construction Plans

1. Develop a set of Street construction plans to include:
 - Title sheet
 - General notes, general layout, project control
 - Street plan/profile sheets
 - Intersection Details
 - Pavement Details
 - Storm Sewer Details
 - Project Quantities
 - SWPPP Plan
 - Pavement Marking and Signing Plans & Details
 - Traffic Control Plans
 - Cross Sections
2. Construction plans will be submitted to the City for review and approval.

Construction Cost Estimates

1. Prepare opinion of probable construction costs to be submitted to the CLIENT at the following phases of the project: Preliminary Plans and Final Plans.

Project Manual (Construction Contract and Project Specifications)

1. CONSULTANT will prepare a Project Manual for the project utilizing Contract Documents provided by the CLIENT.
2. CONSULTANT will design the project to utilize the Current Edition of the Standard Specifications for State Road and Bridge Construction (Standard Specifications) to the extent possible.
3. CONSULTANT will submit Special Provisions for construction of components included in the project which are not specified in the Standard Specifications. Special Provisions, if needed, will be submitted with the Final Plans.

Environmental Services and Permitting

1. Prepare applications, exhibits, drawings, and specifications necessary to obtain known permits required for construction, including the National Pollutant Discharge

Elimination System (NPDES) Permit for Construction Activities. CLIENT will pay for all permits.

Utility Coordination

1. Prepare utility plans after preliminary plans and submit the utility plans to each utility owner with known utility infrastructure within the project limits.
2. Be available via telephone to discuss the project design with utility companies during the utility coordination and relocation phase.

Phase 2 – Bidding Services

Bid Letting Services

1. Facilitate distribution of construction plans to interested contractors.
2. Answer questions from contractors regarding the final plans. If necessary, issue requested addenda.
3. Attend the bid letting, tabulate bids and provide a recommendation for award.

Phase 3 – Construction Administration/Observation

Construction Phase Services

Construction Phase Services, if requested, will be provided by addendum to this Agreement.

EXHIBIT 2
COST AND SCHEDULE

DESIGN FEE:

For the PHASE 1 AND PHASE 2 services as set forth in EXHIBIT 1, the CONSULTANT shall be paid a lump sum of \$56,000.

These services will be billed monthly based upon the percentage of work completed the previous month.

Reimbursable Expenses:

Reimbursable expenses are in addition to the fee above and will be billed at the amount expended by BG Consultants in the interest of the project.

SCHEDULE:

The plans will be prepared such that a bid letting can be scheduled for June 2018. This schedule is dependent upon work and/or reviews by others that we do not control and therefore the anticipated schedule may change but CLIENT will be kept up to date on changes.

EXHIBIT 3
SPECIAL PROVISIONS

None.

City Council Action Item

Council Meeting Date: April 12th, 2018

Agenda Item #:

Department: Parks

Agenda Item: Consider Martin Creek Capital Improvement Project

Background/Description of Items:

In the 2015 Citizen Survey, Edgerton residents ranked the quality of city parks and facilities as the second priority for the City. Within parks and recreation, citizens rank the number of walking and biking trails as the most important followed by the maintenance of city parks and park equipment. Additionally, one common theme that emerged from the Parks Master Plan process was a desire from the community for a more connected trail system.

During the 2018 Capital Improvement Program Work Session as part of the 2018 annual budget process, City Council dedicated \$150,000 from the LPKC Maintenance Fee for a parks project. The exact scope of the project was to be determined at a future date.

Based on the priorities of a more connected trail system and maintenance of city parks and facilities, staff would recommend improvements to the Martin Creek Trail and Ball fields. The work proposed in Martin Creek Park would be paid from the allocated \$150,000 for 2018.

Item #1 – Martin Creek Park Trail (\$122,500):

The Trail Network at Martin Creek Park was first started in the mid 1980's with additional segments added in the 1990's. Maintenance to the trail network has been not been completed over the years resulting in the need to replace large sections, that include full depth repair to subgrade and base material. Currently the trail network is incomplete in several areas, requiring that patrons walk through grass areas in location and or turn around in others.

In addition, Johnson County Parks and Recreation District (JCPRD) is nearing completion of the new Sunflower Entry for Big Bull Creek Project across Sunflower Road from Martin Creek Park. Big Bull Creek Park will include trails and JCPRD intends to bring that trail to the northwest corner of the park. Staff saw this construction as an opportunity to take advantage of cooperative bid procedures with for contractors already performing trail work in Edgerton.

Staff would recommend the Martin Creek Trail project include removal of existing trail material, addressing and reestablishing the subgrade, installing fabric and 6" of crushed rock (AB-3) base and installation of 4" of asphalt pavement for the walking surface material.

Staff would recommend a new connection be added to connect Martin Creek Park to Big Bull Creek Park. This would include a crosswalk to allow pedestrians to cross Sunflower Road. Exact type of installation of crosswalk will be as recommended by City Engineer.

In summary, staff recommends the following components to the Martin Creek Trail Improvement Project:

1. A crosswalk to allow pedestrians to cross Sunflower Road. Will be installed by City Staff prior to completion (refer to attached map Item #1)
2. Trail replacement for Martin Creek Park (refer to attached map)
3. New sections of trail connection the Big Bull Creek Park/Martin Creek Park crosswalk to the Martin Creek Park trail network and the addition of a trail connection from the soccer field to the westside of the trail network. (refer to attached map, Items #2 & #3)

In October of 2017 the parking lot at Martin Creek Park was overlaid with a fresh lift of asphalt, a much-needed improvement for patron access and overall appeal of the park. With this added construction, staff will work with the contractors to ensure that this new parking surface is not damaged and utilize construction access as necessary. Additionally, if damage occurs to the parking surface, then it will be the responsibility to restore the damaged locations.

Item #2 Ball field Improvements (\$22,132):

During development of the 2017 and 2018 budgets, Parks Department staff included funds in the operating budget to continue repair/update to park facilities, specifically the ball fields at Martin Creek Park. However, due to allocation of staff time and loss of equipment due following the 2017 flood, repair work was unable to be completed.

Staff recommends the following scope of work to continue improving the level of safety and condition of the ball fields at Martin Creek to a playable standard. This project will include:

1. Laser grading of the infields.
2. Addition of ball field fines to each of the fields as identified in the laser grading.
3. Reprofile the outfield edge.
4. Improve outfield compaction issues, with addition of compost material to the outfield areas. This minimizes safety concerns with concussion.
5. Installation of fence capping.

In spring 2017, staff completed work to improve the infield conditions on ball field #1. This work directly resulted in increased usage from 1 night a week to approximately 3 to 4 nights per week.

The proposed project will improve the overall condition of ball field #1 and bring ball field #2 to similar playable condition. The project serves as a starting point to address the safety concerns which will need to be monitored and addressed as play increases.

Related Ordinance(s) or Statue(s):

Funding Source: LPKC Maintenance Fee

Budget Allocated: \$150,000

Finance Director Approval:

X 

Karen Kindle, Finance Director

Recommendation: Approve Martin Creek Capital Improvement Project

Enclosed:

Martin Creek Park – Trail Map
Johnson County Notice of Award – Updike Paving, Contract#PRK-2017-015-01
Johnson County Notice of Award – Max Rieke & Brothers 2015 JCPRD Hourly
Heavy Equipment with Operator Rental
Trail Cross Section 4"
Game Time Athletics Quote
APAC Ball Field Material Quote
BSN Sports Fence Cap Quote
Cost Comparison – Bidding Outline

Prepared by: Trey Whitaker, Public Works Superintendent; Bob McVey, Parks Maintenance Technician II

City of Edgerton Capital Improvement Plan

Project Number:		Funding Status:	Unfunded
Dept:	Parks	Project Status:	
Citizen Survey:	2 - Parks		

Project Name: Martin Creek Park Trail

Project Description: This project will replace the entire trail network at Martin Creek Park and include a connection to Big Bull Creek Park Trail network. The trail connection between Martin Creek Park and Edgerton Lake is not included in this project and will be added to the CIP project list separately. This project will be in conjunction with the asphalt portion currently being installed at BBCP, as part of Johnson County Parks and Recreations contract, we have the opportunity to piggy back on this cost structure.

Operations Impact: This project will limit the use of Martin Creek Park Trail network during the construction activates. To ensure the timely completion of this project it is staff recommendation that sections of the park be closed during construction activates.

Estimated Cost: \$ 122,500 **Outside Funding Available?** No

Notes:

Project Cost	2016 & Prior	2017 Budget	2018 Request	2019 Request	2020 Request	2021 Request	2022 Request	
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	-	-	122,500	-	-	-	-	\$ 122,500
Construction Administra	-	-	-	-	-	-	-	\$ -
Utility Relocation	-	-	-	-	-	-	-	\$ -
Land Acquisition	-	-	-	-	-	-	-	\$ -
Other	-	-	-	-	-	-	-	\$ -

Total Cost	\$	-	\$	-	\$	122,500	\$	-	\$	-	\$	-	\$	-	\$	122,500
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Project Financing

General Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Highway Fund		-		-		-		-		-		-		-		-
Special Park & Rec Fun		-		-		-		-		-		-		-		-
PIF		-		-		-		-		-		-		-		-
CARS		-		-		-		-		-		-		-		-
KDOT		-		-		-		-		-		-		-		-
Other Cities		-		-		-		-		-		-		-		-
Grants		-		-		-		-		-		-		-		-
GO Bonds		-		-		-		-		-		-		-		-
Street Excise Tax		-		-		-		-		-		-		-		-
Park Impact Fee		-		-		-		-		-		-		-		-
PIF Maintenance Fee		-		-		122,500		-		-		-		-		122,500
System Dev Fee - Wate		-		-		-		-		-		-		-		-
System Dev Fee - Sewe		-		-		-		-		-		-		-		-
Revolving Loan Fund		-		-		-		-		-		-		-		-
Total Funding Sources	\$	-	\$	-	\$	122,500	\$	-	\$	-	\$	-	\$	-	\$	122,500

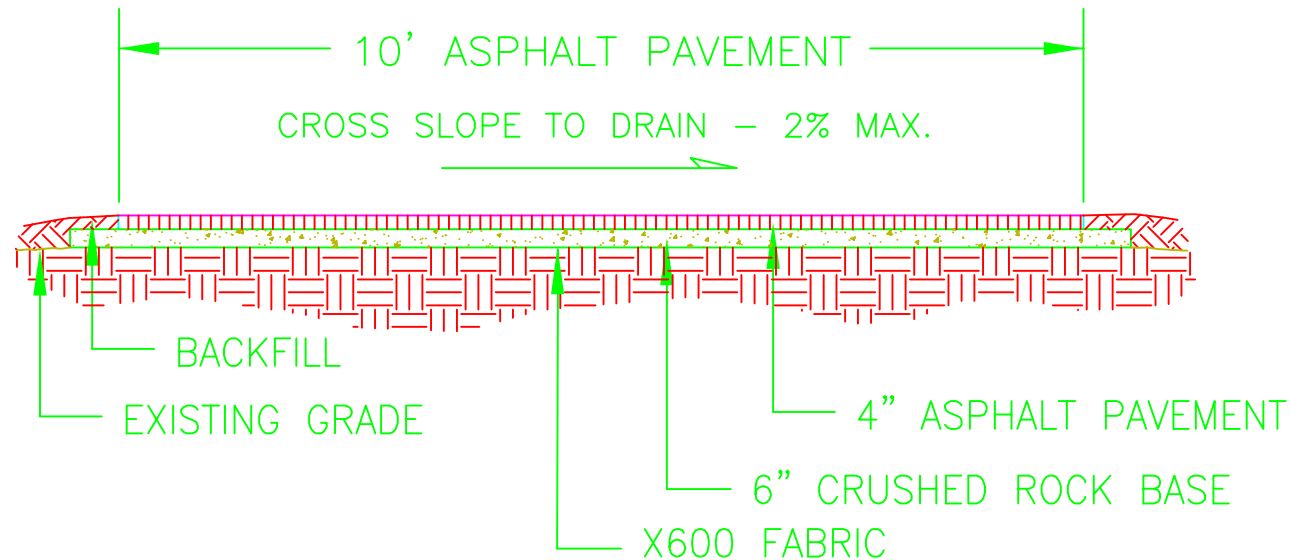
Project Location:

Picture, map, etc.





7900 RENNER ROAD
SHAWNEE MISSION, KS 66208
PHONE (913) 438-7275
FAX (913) 492-7275



ASPHALT TRAIL SECTION (TYP.)

NO SCALE

TRAIL SECTION

PROJECT NO:	
DRAWN BY:	name
DATE:	date
REVISION	DATE

SHEET

SD100

1 of 1



A Nationally Accredited Agency

**BOARD OF PARK &
RECREATION
COMMISSIONERS
2014**

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George J. Schlagel, Vice Chair
Paul Snider, Secretary
Nancy Wallerstein, Treasurer
Michael Pirner, Asst. Secretary
Steven Baru, Asst. Treasurer
Chris Carroll, Board Member
Steven C. Klika, BOCC Liaison**

**Jill Geller
Executive Director of
Parks and Recreation**

**7904 Renner Road
Shawnee Mission, KS 66219**

913-438-7275(PARK)

www.icprd.com

December 16, 2014

Max Rieke & Brothers Inc.
Attn: Leona Rieke Young, Corporate Secretary
Box 860227
Shawnee, KS 66217
913-631-7111 tel
913-631-0484 fax

RE: Notice of Award – 2015 JCPRD HOURLY HEAVY EQUIPMENT WITH
OPERATOR RENTAL, Bid Request # 2014-12-04-PGC-01

Dear Ms. Rieke Young,

The Johnson County Park and Recreation Board of Commissioners awarded bids for all items as indicated on the attached executed proposal at their regular Board meeting on December 15, 2014. Please utilize these rates for all rentals scheduled by the District starting January 1, 2015.

Please forward a certificate of insurance to JCPRD per the bid specifications prior to the start of your first job. The insurance certificate shall identify "the Johnson County Park and Recreation District Board of Commissioners, Johnson County, Kansas, its officers, commissions, employees, and agents as additional named insureds and as pertains to the general and automotive liability, with regard to the services performed under this agreement". The additional insured portion of certificate requires an endorsement.

Jim Wilson, Tod Hueser, or Megan Merryman will be your contacts for most projects related to this bid. Planning Staff can be reached in the Park Planning Office at (913) 438-7275 if you have any questions. You may also be contacted by Bill Maasen, Superintendent of Parks and Golf Courses or any of the park or recreation facility managers for some projects.

Please feel free to contact me if you have any questions.

Sincerely,

Cliff Middleton, Planning and Development Manager, JCPRD

Attachment: Bid Tabulation Sheet
Executed Proposal Acceptance

INVITATION FOR BID



**JOHNSON COUNTY PARK AND
RECREATION DISTRICT
PLANNING AND DEVELOPMENT DEPARTMENT
JCPRD ADMINISTRATION BUILDING
7904 RENNER RD
SHAWNEE MISSION, KS 66219**

**BID NO: 2014-12-04-PGC-01
DATE: NOV 03, 2014
JCPRD REPRESENTATIVE:
JIM WILSON
LANDSCAPE ARCHITECT:
Office PHONE: (913) 826-3426
Cell PHONE: (913) 909-3034
FAX: (913) 492-7275
EMAIL: JIM.WILSON@jocogov.org**

RETURN BID NO LATER THAN:

**OPENING DATE: DECEMBER 04, 2014
OPENING TIME: 2:00 PM
Local Time on a clock designated by JCPRD Representative**

**BID OPENING LOCATION /RETURN IFB TO:
PLANNING AND DEVELOPMENT DEPT
ATTN: JAMES WILSON
JCPRD ADMINISTRATION BUILDING
7904 RENNER RD
SHAWNEE MISSION, KS 66219**

DESCRIPTIONS:

2015 JCPRD HOURLY HEAVY EQUIPMENT WITH OPERATOR RENTAL

**ANNUAL IDIQ (INDEFINITE DELIVERY / INDEFINITE QUANTITY) CONTRACT FOR RENTAL AND DELIVERY OF
HEAVY CONSTRUCTION EQUIPMENT PROVIDED WITH OPERATOR AT HOURLY RATES**

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES ___ NO ☒ If yes, please complete information below.

VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____ DAYS

The Bidder hereby agrees to furnish items and/or services, pursuant to all requirements and specifications contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response.

MUST BE SIGNED TO BE VALID

COMPANY: Max Rieke & Brothers, Inc.

DATE: 12-04-14

MAILING ADDRESS: P.O. Box 860227

PHONE: 913-631-7111 FAX: 913-631-0484

CITY: Shawnee

STATE: KS ZIP: 66217

EMAIL: leona@maxrieke.com

SSN OR FEDERAL TAX NO: 48-0783919

TITLE OF AUTHORIZED REPRESENTATIVE:

Corporate Secretary

AUTHORIZED SIGNATURE:

PRINTED NAME:

Leona Rieke Young

ACKNOWLEDGEMENT OF ADDENDA OR AMENDMENTS # _____ THROUGH
_____ INCLUSIVE.

Max Rieke & Brosi

Johnson County Park and Recreation District
Johnson County, Kansas
JOHNSON COUNTY PARK & RECREATION DISTRICT

BID FORM

The undersigned proposes to furnish to the Johnson County Park & Recreation District the items bid below in accordance with the attached equipment specifications. The sealed bids will be accepted at JCPRD Administration Office, 7904 Renner Road, Shawnee Mission, KS 66219 until 2:00 p.m. on Thursday, December 04, 2014.

Item: 2015 JCPRD HOURLY HEAVY EQUIPMENT with OPERATOR RENTAL

Appurtenances and/or equipment not herein mentioned, but necessary to furnish a complete unit, shall be included. Upon submitting a bid, the bidder agrees to comply with all equipment specifications.

Equipment Type:	Unit Hourly Rate Equipment/Operator:	Estimated Minimum Hours of Expected Use:
1. Caterpillar 627 Scraper	180.00	24
2. Caterpillar 277 Track Unloader	115.00	120
3. Caterpillar 140G Blade	115.00	40
5. Tandem Dump Truck, 13 Ton	90.00	720
5. Truck with End Dump Trailer, 22 Ton	110.00	160
6. Dump Truck – Articulated 6 x 6 Off-Road	135.00	40
7. Trackhoe 40,000 lb. w/ Breaker	235.00	40
8. Track Backhoe, 50,000 lb. w/ Long Stick	185.00	24
9. Track Backhoe 200	140.00	96
10. Track Backhoe 270	150.00	32
11. Track Backhoe 120	120.00	120
12. Track Backhoe 350	175.00	8
13. Track Backhoe 325	155.00	8
14. Track Backhoe 400	185.00	16
15. Caterpillar 973 Loader	155.00	16
16. Caterpillar 953 Loader	115.00	168
17. Caterpillar 963 Loader	135.00	32
18. Case 450 Dozer	110.00	32
19. Case 550 Dozer	110.00	40
20. Case LGP Dozer	115.00	16
21. Case 700 Dozer	120.00	40
22. Roller-Steelwheel & Rubber Tire	105.00	40
23. 1845 Unloader	110.00	16
24. Vibratory Sheepsfoot Roller / Compactor	100.00	16
25. Boom Truck	115.00	8
26. Water Truck	105.00	16
27. Barrel Grinder, requires additional equipment / operator rental item to feed material and operate grinder remotely	250.00	16
28. 6" Water / Trash Pump, gas operated, requires JCPRD to provide staff to supervise operation of unit	35.00	64

Length of guarantee on hourly equipment/operator rental rate shall be for twelve (12) months. The Contract may be extended with up to 3 renewal periods of 12 months each, based upon mutual agreement by JCPRD and the Contractor. There is an option to adjust unit pricing at each renewal with a not-to-exceed price increase of 5% based upon fuel and labor cost increases. JCPRD may approve price increase percentage of up to 5% with documentation provided by the Contractor for the initial Contract period and comparative information for each subsequent renewal.

The undersigned Bidder acknowledges Addenda Nos. _____ to _____ inclusive, have been received and considered in the preparation of this proposal.

The Bidder hereby certifies that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation that the Bidder has not sought, by collusion or otherwise, to obtain for himself an advantage over any other Bidder.

We hereby agree to furnish the items on which prices are quoted above and on in accordance with all terms and conditions previously listed and any attached specifications.

COMPANY

NAME: Max Rieke & Brothers, Inc.

AUTHORIZED
SIGNATURE:

NAME (TYPED): Leona Rieke Young

TITLE: Corporate Secretary

DATE: 12-04-14

Proposal Acceptance by Owner.

JOHNSON COUNTY PARK AND RECREATION DISTRICT

AUTHORIZED
SIGNATURE:

NAME (TYPED): JILL GELLER

TITLE: EXECUTIVE DIRECTOR, JCPRD

DATE: 12/18/2014



JOHNSON COUNTY
PARK & RECREATION
DISTRICT

BID TABULATION SHEET
2015 HOURLY HEAVY EQUIPMENT W/OPERATOR RENTAL
Bid Opening: Monday, December 15, 2014 @ 2:00 PM
Page 1 of 2

All Bids are Hourly Rates

COMPANY NAME / Addendum Recvd (X)	1.	2.	3.	4.	5.	6.	7.	8.	9.
Caterpillar 627 Scraper		Caterpillar 277 Track Unloader	Caterpillar #140G Blade	13T Tandem Dump Truck	22 T Truck w/End Dump Trailer	6 x 6 Off-Road Dump Truck	Track Backhoe 40,000 lb w/Breaker	Track Backhoe 50,000 lb w/Long Stick	Track Backhoe 200
Max Rieke Brothers, Inc. / X	180	115	115	90	110	135	235	185	140
Superintendent's Estimate	202	131	119	105	125	161	280	220	167

All Bids are Hourly Rates

Company Name	10.	11.	12.	13.	14.	15.	16.	17.	18.
Track Backhoe 270		Track Backhoe 120	Track Backhoe 350	Track Backhoe 325	Track Backhoe 400	Caterpillar 973 Loader	Caterpillar 953 Loader	Caterpillar 963 Loader	Case 450 Dozer
Max Rieke Brothers, Inc.	150	120	175	155	185	155	115	135	110
Superintendent's Estimate	176	143	208	185	220	191	123	155	113

All Bids are Hourly Rates

Company Name	19.	20.	21.	22.	23.	24.	25.	26.	27.	28.
Case 550 Dozer		Case LGP Dozer	Case 700 Dozer	Roller-Steelwheel & Rubber Tire	1845 Unloader	Vibratory Sheepsfoot Roller/Compactor	Boom Truck	Water Truck	Barrel Grinder	6" Water/Trash Pump
Max Rieke Brothers, Inc.	110	115	120	105	110	100	115	105	250	35
Superintendent's Estimate	113	119	131	111	111	107	131	117	300	45

STAFF RECOMMENDATIONS: Staff recommend accepting bids on all items from Max Rieke Brothers, Inc. as the low bidder meeting specifications.



JOHNSON COUNTY
Park & Recreation
District

**BOARD OF PARK &
 RECREATION
 COMMISSIONERS
 2017**

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 Nancy Wallerstein, *Vice Chair*
 Steven Baru, *Secretary*
 Chris Carroll, *Treasurer*
 George J. Schlagel,
Asst. Secretary, Asst. Treasurer
 Michael Pirner, *Board Member*
 Leslee Rivarola, *Board Member*
 Steven C. Klika, *BOCC Member*

EXECUTIVE DIRECTOR
 Jill Geller

OUR MISSION
 Enhance the quality of life in
 Johnson County by providing
 high-quality parks, services and
 recreation programs.

**JCPRD ADMINISTRATION
 SHAWNEE MISSION PARK**

7900 Renner Road
 Shawnee Mission, KS 66219

913-438-7275(PARK)



**BOARD OF COUNTY
 COMMISSIONERS**

Ed Eilert, *Chairman*
 Ronald L. Shaffer, *First District*
 James P. Allen, *Second District*
 Steven C. Klika, *Third District*
 Jason Osterhaus, *Fourth District*
 Michael Ashcraft, *Fifth District*
 Mike Brown, *Sixth District*

September 26, 2017

Updike Paving Corporation
 Attn: Shawn Updike, President
 22613 W. 50th Street
 Shawnee, KS 66226
 913-851-9988 tel
 913-851-9989 fax

RE: Notice of Award – 2017 Misc Asphalt Work – IDIQ,
 Bid Request# PRK 2017-015, Contract# PRK 2017-015-01

Dear Mr. Updike,

The Johnson County Park and Recreation Board of Commissioners accepted and approved your unit bids for the above-referenced project at their regular Board meeting on September 20, 2017. You will be the Primary Contractor.

Item #1 - Provide and Install 3" depth BM-2 (single lift) per SY	<u>\$9.90</u>
Item #2 - Provide and Install 4" depth BM-2 (single lift) per SY	<u>\$13.30</u>
Item #3 - Provide and Install 4" depth BM-2B + 2" depth BM-2 per SY	<u>\$18.97</u>
Item #4 - Provide and Install 6" depth AB-3 per SY	<u>\$8.90</u>
Item #5 - Provide and Install 2" Overlay 2" depth BM-2 per SY	<u>\$7.10</u>
Item #6 - Demolish and Dispose of existing asphalt Per SY	<u>\$5.50</u>
Item #7 - Saw cut (for demolition) Existing Pavement per LF	<u>\$1.70</u>
Item #8 - Cold Mill 2" depth pavement & Prep for Overlay per SY	<u>\$3.54</u>
Item #9 - Mobilization & Demobilization – per Dispatch Order	<u>\$950</u>


The prices are established based upon the August 2017 KDOT Computed Monthly Asphalt Material Index, which is 330 Dollars / Short Ton.

Please forward a certificate of insurance to JCPRD per the bid specifications prior to the start of your first job.

Jim Wilson, Cliff Middleton, or Megan Merryman will be your contacts for most projects related to this bid. We can be reached in the Park Planning Office at (913) 438-7275 if you have any questions. You may also be contacted by Bill Maasen, Superintendent of Parks and Golf Courses or any of the park managers for some projects.

We look forward to working with you on this project. Please feel free to contact me if you have any questions.

Sincerely,


 Jim Wilson
 Project Manager, JCPRD

Attachment: Bid Tabulation Sheet
 Executed / Authorized Bid Proposal Form

BID PROPOSAL

JOHNSON COUNTY PARK AND RECREATION DISTRICT
7900 Renner Road, Shawnee, Kansas 66219

The undersigned proposes to furnish to the Johnson County Park and Recreation District the item(s) Bid on below in accordance with the attached Terms & Conditions and Bid Specifications. The sealed Bids will be accepted by JCPRD at JCPRD's Administration Office located at 7900 Renner Road, Shawnee, Kansas, **until 2:00 P.M. on Tuesday, August 29, 2017.**

2017 MISC ASPHALT WORK -IDIQ

Upon submitting a Bid, the Bidder agrees to comply with all applicable laws governing Contract labor in the State of Kansas.

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>
Item#1 – Provide and Install 3" depth BM2 (single lift) Per Square Yard	<u>9.90</u>	5,000 SY
Item#2 – Provide and Install 4" depth BM2 (single lift) Per Square Yard	<u>13.30</u>	3,000 SY
Item#3 – Provide and Install 4" depth BM2B + 2" depth BM2 (6" total depth) Per Square Yard	<u>18.97</u>	1,000 SY
Item #4 – Provide and Install 6" depth AB3 Per Square Yard	<u>8.90</u>	500 SY
Item #5 – Provide and Install 2" depth BM2 Asphalt Overlay Per Square Yard	<u>7.10</u>	4,000 SY
Item #6 – Demolish and Dispose of Existing Asphalt Pavement Per Square Yard	<u>5.50</u>	500 SY
Item #7 – Sawcut (for demolition) Existing Pavement Per Lineal Foot	<u>1.70</u>	500 LF
Item #8 – Cold Mill 2" depth pavement and Prep for Asphalt Overlay Per Square Yard	<u>3.54</u>	500 SY
Item #9 – Mobilization & Demobilization Per Dispatch Order (Item #9 is a single combined pay item for both arrival and departure from a Job)	<u>950</u>	EA Per Job

ESTIMATED QUANTITIES: The quantities indicated on the Bid Sheet are estimated only. Any Contract entered into will be of the "open end" type. The Contractor will deliver such quantities as may be ordered, and the Contract shall be binding only for the actual quantities ordered during the Contract period. Orders will be issued throughout the Contract period as needs are determined.

REFERENCES: Bidders shall submit with their Bid a resume of past experience complete with references.

The undersigned Bidder acknowledges Addenda Nos. 1 to 2 inclusive, have been received and considered in the preparation of this proposal.

The Bidder hereby certifies that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation that the Bidder has not sought, by collusion or otherwise, to obtain for himself an advantage over any other Bidder.

Bid Proposal Submitted by:

Updike Paving Corp.
(Name of Partnership, Corporation, or Individual)

Shawn Updike
(Name of Authorized Representative)

Pres.
(Title of Authorized Representative)

[Signature] 8/28/17
(Signature of Authorized Individual) (Date)

PO Box 860412 7211 Douglas Ave.
(Street Address)

Shawnee, Ks. 66286 Kansas City, Ks. 66106
(City, State, Zip Code)

913-851-9988
(Telephone)

913-851-9989
(Fax)

Bid Acceptance by JCPRD:

[Signature] 9/20/2017
Paul Snider, Chair JCPRDBOC (Date)

Approved as to Form:

[Signature]
Ernest C. Ballweg, JCPRD Legal Counsel
This section is optional.

Does not affect bid award.

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If Johnson County awarded you the proposed contract, would you sell under the prices and terms of this contract to any Municipal, County Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas

City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this contract).

(Check one) Yes ☒ No ☐

Initials SH

PURCHASING CARD PAYMENTS:

Does your firm or agency allow for the payment of goods or services via purchasing cards, typically Visa or Mastercard?

YES ☐ NO ☒

INITIALS: SH

Johnson County Park & Recreation District**BID TABULATION**Project Name: **2017 MISCELLANEOUS ASPHALT WORK IDIQ**

Bid Request Number: PRK-2017-015

JCPRD Administration Building, 7900 Renner Road, Shawnee, Kansas

Bid Opening Date/Time: Tuesday, August 29, 2017 at 2:00 pm

Company	Item #1	Item #2	Item #3	Item #4	Item #5	Item #6	Item #7	Item #8	Item #9	Acknow Addenda 1-2
Advanced Asphalt Paving and Concrete	10.33	13.76	24.65	13.50	7.55	16.00	2.50	16.50	3000.00	yes
Blacktop Paving Maintenance Inc.	12.40	15.60	25.20	8.30	7.75	20.30	2.20	13.00	1000.00	yes
McAnany Construction	18.00	22.00	30.00	22.00	14.00	16.00	10.00	6.00	1000.00	no acknow
Superior Bowen Asphalt Company	10.50	13.50	20.00	8.50	8.25	10.00	1.50	3.00	900.00	yes
Udike Paving Corporation	9.90	13.30	18.97	8.90	7.10	5.50	1.70	3.54	950.00	yes
SUPERINTENDENT's Estimate	12.50	16.56	24.25	10.40	9.00	18.00	3.50	5.00	1500.00	

List of Bid Items

Item #1 - Provide and Install 3" depth BM2 (single lift) per square yard

Item #2 - Provide and Install 4" depth BM2 (single lift) per square yard

Item #3 - Provide and Install 4" depth BM2B + 2" depth BM2 (6" total depth) per square yard

Item #4 - Provide and Install 6" depth AB3 per square yard

Item #5 - Provide and Install 2" depth BM2 asphalt overlay per square yard

Item #6 - Demolish and Dispose of existing asphalt pavement per square yard

Item #7 - Sawcut (for demolition) existing pavement per lineal foot

Item #8 - Cold Mill 2" depth pavement and prep for asphalt overlay per square yard

Item #9 - Mobilization and demobilization per dispatch order

STAFF RECOMMENDATION:Staff recommend accepting bids from Udike Paving Corporation as the Primary Contractor on all items.In addition, staff recommend accepting all bids submitted by Superior Bowen Asphalt Company as a Supplementary Contractor.In addition, staff recommend accepting bids 1,2,4,5,7, and 9 submitted by Blacktop Maintenance Inc. as a Supplementary Contractor.

City of Edgerton Capital Improvement Plan

Project Number:
Dept:
Citizen Survey:

Funding Status:
Project Status:

Project Name:

Project Description:

Operations Impact:

Estimated Cost: **Outside Funding Available?**

Notes:

Project Cost	2016 & Prior	2017 Budget	2018 Request	2019 Request	2020 Request	2021 Request	2022 Request
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	-	-	22,132	-	-	-	-
Construction Administration	-	-	-	-	-	-	-
Utility Relocation	-	-	-	-	-	-	-
Land Acquisition	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Cost	\$ -	\$ -	\$ 22,132	\$ -	\$ -	\$ -	\$ -

Project Financing

General Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Highway Fund		-		-		-		-		-		-		-
Special Park & Rec Fund		-		-		-		-		-		-		-
PIF		-		-		-		-		-		-		-
CARS		-		-		-		-		-		-		-
KDOT		-		-		-		-		-		-		-
Other Cities		-		-		-		-		-		-		-
Grants		-		-		-		-		-		-		-
GO Bonds		-		-		-		-		-		-		-
Street Excise Tax		-		-		-		-		-		-		-
Park Impact Fee		-		-		-		-		-		-		-
PIF Maintenance Fee		-		-		22,132		-		-		-		-
System Dev Fee - Water		-		-		-		-		-		-		-
System Dev Fee - Sewer		-		-		-		-		-		-		-
Revolving Loan Fund		-		-		-		-		-		-		-
Total Funding Sources	\$	-	\$	-	\$	22,132	\$	-	\$	-	\$	-	\$	-

Project Location:

Picture, map, etc.

CIP Project 2018					
Martin Creek park					
Ball Field Projects					
20200 Sunflower Road					
Edgerton Kanss, 66021					
Indielf Fines Material					
APAC Inc.					
Louisburg Quarry					
ITEM	TON	Material Price Per Ton	Haul Rate Per Ton	Materail & Haul Price Per Ton	Toatl cost of 450 ton of material
	450	\$ 14.25	\$ 6.72	\$ 20.97	\$ 9,436.50
Game Time Athletics					
Labor and Equipment Cost			Labor	Materials	
Field #1 infield			\$ 1,350.00		\$ 1,350.00
field #2 infield			\$ 4,750.00		\$ 4,750.00
Fall Aeration			\$ 1,080.00		\$ 1,080.00
Fall Seeding				\$ 2,375.00	\$ 2,375.00
City of Edgerton					
Tractor Rental					\$ 1,420.00
Fuel					\$ 50.00
Fence Cap					\$ 1,520.00
fence Cap Tool					\$ 55.00
Total					\$ 21,981.50

Ball Field #2 CIP Project Bid Tabs

Sports Turf Specialties	Material Quantity	Material Cost	Cost/Contractor	Total Cost
Phase I - Infield and Outfield Arc	450 Tons	\$ 9,436.50	\$ 9,900.00	\$ 19,336.50
Phase II - Outfield Restoration	150 Cubic Yards	\$ 1,673.90	\$ 4,450.00	\$ 6,123.90

Project Total for STS \$ 25,460.40

Midwest Lazer Leveling	Material Quantity	Material Cost	Cost/Contractor	Total Cost
Phase I - Infield and Outfield Arc	450 Tons	\$ 9,436.50	\$ 9,000.00	\$ 18,436.50
Phase II - Outfield Restoration	150 Cubic Yards	\$ 1,340.00	\$ 10,100.00	\$ 11,440.00

Project Total for MLL \$ 29,876.50

AW Logic	Material Quantity	Material Cost	Cost/Contractor	Total Cost
Phase I - Infield and Outfield Arc	300 Tons	\$ 6,291.00	\$ 11,381.00	\$ 17,672.00
Phase II - Outfield Restoration	150 Cubic Yards		\$ 16,670.00	\$ 16,670.00

Project Total for AWL \$ 34,342.00



P.O. Box 55
Weston, MO 64098
816.916.8953
Email:
bsiler@GameTimeAthletics.com

February 5, 2018

Organization: City of Edgerton, KS Parks & Recreation
Field ID: Field #1
Project: Laser Grade Infield
Renovation Area: 13,500 Square Foot
Quote 1

Scope of Work:

1. Mark all existing home plate, pitching rubber & base bags (Completed by owner)
2. Edge infield/outfield arc to create smooth transition edge
3. Till existing ballfield fines to depth of 2" to loosen up material for grading
4. Laser grade infield

Estimated Cost - See Price Sheet

Notes:

- GameTime is not responsible for any unmarked utilities or pgs that are currently installed and not marked.



P.O. Box 55
Weston, MO 64098
816.916.8953
Email:
bsiler@GameTimeAthletics.com

February 5, 2018

Organization: City of Edgerton, KS Parks & Recreation
Field ID: Field #2
Project: Infield Renovation - Ballfield Fines
Renovation Area: 15,000 Square Foot
Quote 2

Scope of Work:

1. Removal of existing home plate, pitching rubber & base bags (Completed by owner)
2. Edge infield/outfield arc to create smooth transition edge
3. Laser grade existing infield material to create uniform sub-grade
4. Import estimated 350 tons of ballfield fines - 4" depth (Owner to provide material)
5. Topdress ballfield fines onto infield
6. Laser Grade ballfield fines

Total Estimated Cost - See Price Sheet

Notes:

- Spoils to be dumped onsite
- All extra materials will be dumped onsite
- GameTime is not responsible for any unmarked utilities



P.O. Box 55
Weston, MO 64098
816.916.8953
Email:
bsiler@GameTimeAthletics.com

February 5, 2018

Organization: City of Edgerton, KS Parks & Recreation

Pricing & Discounts

Quote 1 - Field #1 Infield - \$1,350

Quote 2 - Field #2 Infield - \$4,750

Quote 3 - Aeration & Topdressing - \$2,200

Sub-Total - \$8,300

Multi-Field Discount (Complete all 3 quotes) - \$500

Total Charge – \$7,800



P.O. Box 55
Weston, MO 64098
816.916.8953
Email:
bsiler@GameTimeAthletics.com

February 7, 2018

Organization: City of Edgerton, KS Parks & Recreation

Field ID: Field 1 & 2 Outfields

Project: Aeration & Seeding

Renovation Area:

Field #1 Outfield - Estimated 61,000 SF

Field #2 Outfield - Estimated 59,000 SF

Scope of Work:

1. Aer-Way Shattertine aeration (up to 7" depth) OR
2. John Deere Aer-Core 1500 Aeration - up to 4" depth x 3/4" diameter hole - Core Spacing 1" wide x 2" long
3. Drill 90% Turf Type Fescue/10% Blue Grass Premium Blended seed at rate of 6 lbs per 1,000 Square Foot (Estimated 750 lbs of seed)

Total Estimated Cost - See Price Below

Aeration Type (Choose one):

Aer-Way Shattertine Aeration - \$775

Aer-Core 1500 Core Aeration - \$1,080

Seeding:

Seeding (includes Seed) - \$2,375

Notes:

- GameTime is not responsible for any unmarked utilities
- To be completed in late August or early September - Recommend all seeding completed no later than September 15th.

www.GameTimeTurf.com

Bob McVey

From: Smith, Gary (APAC Kansas City) <gsmith@apac.com>
Sent: Wednesday, April 4, 2018 9:02 AM
To: Bob McVey
Subject: RE: [EXT] Ball Field Fines

Bob,

The pricing in quote 329253 dated 12/01/2017 is still good 12/31/2018.

We will probably need some lead time for availability , so please give me a heads up should you wish to confirm an order.

Thanks

Gary

From: Bob McVey [mailto:bmcvey@edgertonks.org]
Sent: Wednesday, April 04, 2018 8:43 AM
To: Smith, Gary (APAC Kansas City)
Cc: Trey Whitaker
Subject: [EXT] Ball Field Fines

Gary
You gave me a quote 12/1/2017 on 300 ton of ball field fines. The quote number was Q329253-3. We are in the process of finalizing a capital improvement project for 2 fields. I am wanting to verify pricing for material as well as haul rate to 20200 Sunflower Road, Edgerton Kansas, 66021. I am now looking at a total of 450 tons needed. We are taking this to city council and I need conformation by 4/5/2018 in a quote. I am sorry for short notice but circumstances have expedited the need to get this done. Thank You very much for your time.

Bob McVey
City of Edgerton
Parks Dept.
bmcvey@edgertonks.org
316-215-4442

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. ATTENTION: Ce courriel vient de l'exterieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire.



APAC Inc.
Kansas City Division / APAC Missouri, Inc.
An Oldcastle Materials Company
Quotation



Customer Acct No. 204323
Customer City of Edgerton KS
Contact Name Bob
Project Name 2018 Martin Creek Park Edgerton
Project Address 20200 Sunflower Rd Edgerton, KS

Quote Number Q329253-4
Quote Date 12/1/2017
Contact Phone
Mobile Phone (316)-215-4442
Contact Email bmcvey@edgertonks.org
Contact Fax
Revision Date 4/4/2018
Quote Valid From 12/1/2017
Quote Valid Thru 12/31/2018

Prices made valid by means of written confirmation within 30 days of quote date

Quoted By: Gary Smith 913.238.0877
Directions:

gsmith@apac.com

Plant	Material	Material code	TON	Material Price Per Ton	Haul Rate Per Ton	Material & Haul Price Per Ton
Stone - Louisburg Quarry	BALL FIELD FINES	031155	300	14.25	6.72	20.97

Quoted prices do not include applicable taxes and all surcharges are taxable. Aggregate prices are subject to a monthly "energy surcharges". Energy baseline is \$2.50 per gallon. Due to increasing fuel prices, a haul surcharge may be imposed at the time of delivery. \$0.00 Haul rate per tons assumes self-haul/no haul.
See website below for current status and/or attached table. See chart for "Midwest Region" at <http://www.eia.gov/petroleum/gasdiesel/>

Note:

Terms and Conditions

- Place orders at least 24 hours in advance
- Prices based on availability of material(s)
- Material acceptance will be at "point of production"
- Prices are based on normal plant operating hours
- Freight prices are based on full load deliveries
- Freight rates based on minimum haul
- Payment per credit terms and conditions (net 30 days)
- Return delivery fee assessed for material sent back
- APAC will be responsible for gradation at quarry stockpile only
- A 5% accelerator may be added on material and haul price for work exceeding expiration date
- The customer will be responsible for all costs for testing by APAC or outside entities
- Surcharges are quoted date of quote and are subject to change at time of shipment
- FOB/Delivery customers must comply with all Governmental & APAC safety regulations
- Quoted tons versus delivered tons may vary
- APAC is not responsible for delivery delays
- Seller's liability not to exceed the purchase price of the material(s)
- All products may vary in color unless otherwise noted
- Truck waiting time will be charged after 15 minutes at a minimum rate of \$75.00/hour
- Additional Oldcastle Terms and Conditions apply.

Customer Signature _____

Salesperson Signature _____

Unsigned quotations are not valid. Q329253-4

Quote approved by: Drew Walkenbach



APAC Inc.
Kansas City Division / APAC Missouri, Inc.
An Oldcastle Materials Company
Quotation



TERMS AND CONDITIONS

FORCE MAJEURE: Seller is not responsible for failure to supply materials due to strikes or other labor disputes, damage or repairs to necessary machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond our control, including the inability to produce from own source materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

TAXES: Any taxes that are or may be levied by the United States Government or any state or political subdivision thereof, on the materials or on the ingredients in the materials, or on the services quoted herein, or on the sale or purchase or use thereof, or on incidental transportation charges, shall be paid by the Purchaser. If Seller is required to collect and/or pay taxes, Purchaser shall pay the same to Seller at the time of payment for the materials and/or services purchased hereunder. Purchaser hereby agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.

DELIVERY CONDITIONS: The Purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Seller reserves the right to cease deliveries if the roadway approaches are unsatisfactory in Seller's sole opinion. In the event Purchaser orders delivery beyond curb line, Seller will not assume liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries.

DETENTION OF TRUCKS AT DELIVERY SITE: Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 15 minutes are subject to an additional charge.

OWNERSHIP: Materials become the property of Purchaser at the F.O.B. Locations indicated on the reverse side hereof. The Seller guarantees to meet applicable gradations and specifications F.O.B. at Seller's plant only.

CREDIT: If credit conditions become unsatisfactory at any time prior to Seller's performing fully under this contract, Seller reserves the right to discontinue shipments or to cease performance until such time as Purchaser remedies said credit problem.

MISCELLANEOUS: Anything herein to the contrary notwithstanding (a) Seller's liability hereunder shall be limited to replacement of material sold hereunder, and Seller shall in no event be liable for consequential or incidental damages, and (b) all of the terms and provisions hereof shall become binding upon Purchaser's acceptance of delivery of any of the materials specified herein notwithstanding. Purchaser's failure to sign and return the original or a copy hereof. Our obligation to meet applicable specifications supersedes any and all other warranties, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. All invoices shall be based on scale weights. Truck haulage rates as specified on the reverse side hereof will be borne and paid by Purchaser (subject to corrections and/or changes in truck rates). Seller shall have the right to ship from other than the designated point of origin without change of quoted delivery price. In the event that Purchaser, his employees, his agents or his subcontractors enter Seller's premises for the purpose of picking up the materials herein sold, Purchaser agrees to indemnify and hold Seller harmless from any and all losses incurred as a result of the actions of Purchaser, Purchaser's employees, subcontractors and agents while on Seller's premises. Seller reserves the right to exclude any of the Purchaser's employees, agents and subcontractors from Seller's premises. Payment terms and conditions printed on the reverse side. Payment terms are net 30 days from date of purchase. Prices quoted are firm and for one year only unless a different period of time is otherwise specified on the reverse side hereof. Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. Late Payments shall accrue a finance charge of one and one-half percent (1 1/2%) per month or the highest rate allowable by law, whichever is less. Funds paid to Buyer on account of goods sold shall be held in trust for Seller's benefit.

Energy Surcharge

Diesel Related Energy
- Base Price = \$4.00
per Gallon

% CHANGE TO DIESEL BASE PRICE	ADD TO PER TON PRICE	% CHANGE TO DIESEL BASE PRICE	ADD TO PER TON PRICE
0% to <4.9%	\$0.00	25% to <29.9%	\$0.25
5.0% to <9.9%	\$0.05	30% to <34.9%	\$0.30
10% to <14.9%	\$0.10	35% to <39.9%	\$0.35
15% to <19.9%	\$0.15	40% to <44.9%	\$0.40
20% to <24.9%	\$0.20	45% to <49.9%	\$0.45

Note: Fuel (Diesel Prices) are based on the Energy Information Administration bulletin that is available on the website as follows
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp and is updated on a monthly basis. The unit cost per gallon will be listed under the heading Midwest.

Customer Signature _____

Salesperson Signature _____

Unsigned quotations are not valid. Q329253-4

Quote approved by: Drew Walkenbach



PO Box 7726
DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Steven Garner Email: sgarner@bsnsports.com | Phone:

Sold to
2026601
EDGERTON PARK & REC DEPT
404 EAST NELSON
EDGERTON KS 66021
USA

Ship To
2026601
EDGERTON PARK & REC DEPT
404 EAST NELSON
EDGERTON KS 66021
USA

Payer
2026601
EDGERTON PARK & REC DEPT
404 EAST NELSON
EDGERTON KS 66021
USA

Quote

Quote #: 20989007
Purchase Order #: Bob Fence Cap
Cart Name:
Quote Date: 04/06/2018
Quote Valid-to: 07/06/2018
Payment Terms: NT00
Ship Via:
Ordered By: Bob McVey

Item Description	Qty	Unit Price	Total
YELLOW POLY CAP FENCE GUARD-250' ROLL Item # - BBPC250X	8 ROL	\$ 190.00	\$ 1,520.00
POLY-CAP INSTALLATION TOOL #02294 Item # - 5POLYINST	1 EA	\$ 55.00	\$ 55.00

Subtotal:	\$1,575.00
Other:	\$0.00
Freight:	\$95.00
Sales Tax:	\$0.00
Order Total:	\$1,670.00
Payment/Credit Applied:	\$0.00
Order Total:	\$1,670.00



PO Box 7726
DALLAS, TX 75209
Tel: 1-800-527-7510 Fax: 1-800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Steven Garner Email: sgarner@bsnsports.com | Phone:

Sold to
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