

**REQUEST FOR
PROPOSAL**

FOR

**UNIFIED DEVELOPMENT
CODE UPDATE –
EMERGING INDUSTRIES**

2026

REQUEST FOR PROPOSAL FOR UNIFIED DEVELOPMENT CODE UPDATE - EMERGING INDUSTRIES

I. INTRODUCTION

The City of Edgerton is located in the southwest corner of Johnson County, a suburb of the Kansas City metropolitan area. With approximately 1,900 residents, Edgerton is a growing community where families want to live and neighbors know each other. Edgerton defines itself as the unique juxtaposition of a small town with strong community values and a world-class inland port with direct connection to the global supply chain at Logistics Park Kansas City (LPKC).

The City is hereby soliciting proposals from interested firms to provide Unified Development Code amendments related to emerging industries in the planning field. There are several new categories of land uses that are increasing in development nationwide. These emerging industries could include, but are not limited to, uses such as data centers, battery energy storage systems, energy production facilities and vertical farming.

In advance of this effort, the City is conducting a community engagement campaign to identify these uses and engage the Edgerton residents regarding challenges and opportunities around these emerging industries. That community engagement campaign will serve as the foundation for this effort.

II. SCOPE OF REQUEST

The required scope is detailed in Exhibit A. This scope represents our best understanding of the work needed at this time, and all submitters must closely adhere to these guidelines in their proposals. Any revisions or clarifications made to the scope during the RFP process will be formally issued via an addendum, which will be posted directly on our website.

III. PROJECT GOALS

The City of Edgerton intends to procure a firm for a Project with an emphasis on the following goals:

- To provide high-quality services for the requested work, that best stewards the investment of available resources.
- Ensure equitable ease of access of affected residents and properties.
- To use sound principles to evaluate innovative approaches and cost saving measures to optimize resources.

IV. PUBLIC INFORMATION

This Project was initiated by City Council following a series of public comments received during city meetings (i.e. City Council, Planning Commission) where City Council and/or Planning Commission received feedback from the general public regarding concerns over a data center project. Council directed staff to engage a third-party consultant as part of a two-prong approach to understand and/or address these concerns.

This Project, the second part of the approach, is to take the information from the community engagement and use it as the foundation for an update to the City's Unified Development Code (UDC). This update to the UDC is intended to specifically identify the uses that are considered Emerging Industries, define them, and provide professional recommendations on where these uses are permitted, specific approval criteria, and supplemental use standards, if found to be appropriate.

V. METHOD OF SOLICITATION

- Advance notice sent via email to Grow level Investors and above in ElevateEdgerton!
- A notice will be published once in the Johnson County Post.
- A notice will be posted on the City's website for the duration of the solicitation period.
- The Request for Proposals will be sent via e-mail to select firms.
- The Request for Proposals will be posted on American Planning Association (APA) website for RFQ/RFPs.
- All addendums will be posted on our website.

VI. SUBMITTAL OF PROPOSAL REQUIREMENTS

a. Format of the document:

1. The title page of the proposal must contain your firm's name, address, telephone number, principal contact, and email address.
2. The proposal must contain a table of contents.

b. Project Approach:

The Firm shall demonstrate a comprehensive understanding of the project and present a summary of the Firm's approach to accomplishing the work as described in the Scope of Work in Exhibit A. Include a draft project schedule, including key milestones. It should include a description of your ability to begin work immediately following Notice to Proceed. The City anticipates Notice to Proceed for this Project immediately following the acceptance by City Council of the Final Public Engagement Report related to Emerging Industries with target for completion for this Project in second quarter 2027. The Firm shall include a description of your strategy for coordinating efforts to accomplish the project goals and a description of the largest hurdles that you believe the Firm will have to overcome on the project.

c. Key Project Staff:

Provide a detailed resume for all key project staff members. Include a description of their

roles based on your current understanding of the project scope. Explain the role of the firm's ownership in the project organization.

d. Possible Subcontractors:

Based on your understanding of the work, provide a list of possible subcontractors. Describe projects that the firm/contractor and subcontractors have performed in concert. Provide references for similar work in which these subcontractors have worked for your company.

e. Insurance Reference:

Provide the name, address and phone number of the Firm's insurance agent(s). Provide a certificate of insurance outlining coverage and policy limits. The City and Engineer must be listed as an additional insured. Can this coverage be extended for work on this Project? Can coverage be increased? Are there any current claims that will affect coverage limits available to the City for this Project?

f. Special Conditions:

All responses to this Request for Proposals submitted by the Firm shall be deemed public documents at the time opened by the City of Edgerton, Kansas. The Request for Proposals is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the response, such information shall be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Edgerton, Kansas to the respondent. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

VII. PRICING / COST PROPOSAL

The City anticipates proposals in the range of \$10,000–\$20,000.

Each firm shall provide a detailed cost proposal that includes a breakdown of costs and estimated hours by Task listed in the Scope of Services. Please clearly identify any optional add-on services, if applicable, with estimated costs and hours. The cost proposal should also include a staffing rate sheet including classifications, hourly rates, and estimated project hours.

To facilitate an accurate comparison across all respondents, vendors must clearly delineate between included services and any excluded items, optional add-ons, or potential reimbursable expenses. Unexplained bulk sums or vague estimates will not be accepted. Final summation of the base costs must reflect only the mandatory requested scope of work.

VIII. DESIRED SCHEDULE

The desired schedule to determine a firm for the project is listed below. Please note the schedule below is created to best position the City to begin the Project immediately following the acceptance by City Council of the Final Public Engagement Report related to Emerging Industries with target for completion for this Project in second quarter 2027.

September 8, 2026	ElevateEdgerton! Issue Request for Proposal (RFP)
September 15, 2026	Public Issue Request for Proposal (RFP)
October 13, 2026	Deadline to Submit Proposals
October 14-22, 2026	Selection Committee Reviews Proposals
November 9-10, 2026	Interview Short-List of Firms (if necessary)
November 12-20, 2026	Negotiate Agreement
December 10, 2026	City Council consider Agreement
January 2027	Anticipated Notice to Proceed

IX. SELECTION PROCESS

- a. The City of Edgerton will receive bids electronically. Submissions are due **Tuesday, October 13, 2026 at 4:00 PM**. Proposals received after this date will be rejected.

Responses should be limited to eighteen (18) 8 ½" x 11" pages excluding the cover letter, attachments/exhibits, and insurance references.

Proposals should be submitted via email to zmoore@edgertonks.org with the title "Proposal from [Firm Name] for Unified Development Code Update Regarding Emerging Industries"

- b. The Selection Committee will review each proposal based on overall qualifications, relevant experience, approach, ability to complete the work within the City's budget, and overall fit for the City's need. Proposed fees will be considered, however selection will not be based solely on cost. Each of the criteria listed will be considered for the City of Edgerton to select the most qualified firm for the project.
- c. The approved contractor must be qualified to work in Johnson County, hold insurance for the scope. **Failure to submit proof of any of the required information may result in your firm being disqualified from the Selection Process.** Requirements are included in the professional services agreement.
- d. The City of Edgerton reserves the right to reject all proposals, to waive minor defects or technicalities, or to solicit new proposals for the same project or a modified project that may include portions of the originally proposed project as the City of Edgerton may deem necessary.
- e. The contract between the City and the selected Team shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given. The professional services agreement (PSA) is included with this RFP as

Exhibit C.

- f. The City shall not be liable for any costs associated with design- or construction-related activities on this Project that have occurred prior to the issuance by the City of a Notice to Proceed. The Team shall proceed at their own risk and expense should any project-related activities commence prior the issuance of the Project Notice to Proceed by the City.
- g. Contractor must hold or obtain the City of Edgerton Business License prior to beginning work.
- h. No Limitation of Liability: The Governing Body of the City of Edgerton, Kansas will not consider acceptance of contracts from Consultants which include a limitation of liability to the amount paid by the City under the contract, or similar language. Coverage, policy limits and the limits of any liability of the Consultant will be determined by the certificate provided in Section VI(e) above.
- i. City staff will be available to meet with potential applicants virtually or in-person on **September 24th and/or September 25th**. Please contact Zachary Moore to set up a meeting. No other dates will be made available for firms to meet individually with city staff prior to applicant interviews.
- j. Questions during the RFP period should be directed to:
Zachary Moore, Development Services Director
City of Edgerton, Kansas
PO Box 255
404 East Nelson Street
Edgerton, KS 66021
Phone: (913) 893-6231
Email: zmoore@edgertonks.org

All questions shall be answered by addendum and posted to our website.

Exhibit A (Scope of Work)

The City seeks proposals to draft proposed updates to the City of Edgerton Unified Development Code (UDC) related to emerging industries. This UDC update must be robust enough to address the emerging issues facing the urban environment in the present and near future, but simple enough to be easily managed, maintained, and enforced by the City.

Task 1. Project Coordination

- Develop finalized project schedule, including key milestones. City anticipates Notice to Proceed immediately following the acceptance by City Council of the Final Public Engagement Report related to Emerging Industries with target for completion for this Project in second quarter 2027.
- Facilitate project management status meetings with City Staff including agenda preparation by consultant.
- Coordinate regularly with City Staff throughout the engagement process.

Task 2. Existing Conditions Review and Assessment related to Emerging Industries

- Review final public engagement report summarizing engagement activities, participation, findings, and recommendations.
- Review existing zoning classifications and standards for permitted uses in each district through a lens of emerging industries previously identified through separate public engagement campaign.
- Assess compliance of existing UDC with state and federal laws and regulations related to emerging industries, as well as planning industry best practices.
- Assess uniform application of rules across different sections of the UDC related to emerging industries.

Task 3. Unified Development Code Preparation

- Draft updates to the Edgerton Unified Development Code (UDC) including, but not limited to the following: defining uses, determining the appropriate review and approval authority, providing supplemental use regulations
- Clearly define each emerging industry land uses and align them to the most appropriate zoning district
- Determine the appropriate review and approval authority and process.
- Update development regulations and/or supplemental use regulations for each emerging industry, whether per the zoning district or site plan criteria
- Update development regulations to reflect current best practices and technologies.
- Ensure compatibility of updates with other relevant codes (e.g., City Code, building codes, etc).
- Updated development regulations should provide clear direction for emerging industry users as to what the applicable development standards and process that a property owner or their representative must follow.
- Develop as necessary graphics, tables, illustrations, and other visual tools that improve usability.

Task 4. Adoption and Implementation

- Prepare presentation materials and support documentation for Planning Commission and/or City Council meetings as needed for adoption.
 - Provide materials necessary to facilitate implementation of the Unified Development Code (UDC)
 - Draft Ordinance(s) for updates to Article(s) of the UDC related to uses considered 'Emerging Industries' and related development standards as appropriate.
 - Attend at least one (1) City Planning Commission
 - Attend at least one (1) City Council meeting
 - Assist the City through completion of the adoption process
 - Preparation of adoption-ready documents.
 - Technical support during the review and adoption process.
 - Incorporation of revisions resulting from the adoption process.
 - Recommendations regarding implementation, transition, and future code maintenance.
 - Provide final product to be readily usable immediately following adoption and structured to support future updates without requiring significant reorganization.
 - Ensure all reports, presentations, summaries, and other project deliverables are ADA compliant and provided in digitally accessible formats.
- OTHER:
 - While this work will be tied to the RFP for Community Engagement regarding emerging industries, selection of one firm for this RFP does not guarantee selection of the same firm for the UDC Update RFP. It also does not preclude a firm from submitting for both.

Exhibit B (Cost & Schedule)

Each firm shall provide a detailed cost proposal that includes a breakdown of costs and estimated hours by Task listed in the Scope of Work detailed in Exhibit A. Please clearly identify any optional add-on services, if applicable, with estimated costs and hours. The cost proposal should also include a staffing rate sheet including classifications, hourly rates, and estimated project hours.

To facilitate an accurate comparison across all respondents, vendors must clearly delineate between included services and any excluded items, optional add-ons, or potential reimbursable expenses. Unexplained bulk sums or vague estimates will not be accepted. Final summation of the base costs must reflect only the mandatory requested scope of work.

Acknowledgement of any addendums: _____ (initial and _# of addendums received)

Exhibit C
(Professional Services Agreement)

**PROFESSIONAL
SERVICES
AGREEMENT
CONSULTANT-CLIENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day _____, _____ (the "Effective Date") by and between _____, party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

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 City of Edgerton.
- 1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. 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**.

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: _____
Address: _____
Phone: _____

- 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.
- 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, as specifically provided in **Exhibit 2**.
- 2.2.5. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the 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.
- 2.2.6. **Endorsement:** When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.7. **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; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable 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.
- 2.2.8. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) 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. CONSULTANT'S 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: _____
Address: _____
Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of 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 (1) 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 the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Reimbursable Expenses:** Reimbursable expenses shall be charged following approval by CLIENT. 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.
- 4.1.4. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize 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 (1) percent per month.
- 4.1.5. **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 per Exhibit 3. 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.

- 4.1.6. **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, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

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. 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.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of 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 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.

5.10 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.

5.11 SEVERABILITY CLAUSE

5.11.1. 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.

5.12 FIELD REPRESENTATION

5.12.1. 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.

5.13 HAZARDOUS MATERIALS

5.13.1. 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.

5.14 AFFIRMATIVE ACTION

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

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

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

CONSULTANT:

CLIENT:

(Firm Name)

**City of Edgerton,
Kansas**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 2

CITY OF EDGERTON, KS INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$100,000 Each Accident

\$500,000 Policy Limit - Disease

\$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES – 2020, CONT'D

(4) WAIVER OF SUBROGATION

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

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured

losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3
COST AND SCHEDULE

EXHIBIT 4
SPECIAL PROVISIONS