EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
February 12, 2015

Call to Order

1. **Roll Call** ___ Roberts___Longanecker ___Crooks___Cross___Troutner ___ Brown
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. City Council Meeting Minutes January 8, 2015
6. City Council Meeting Minutes January 22, 2015

Regular Agenda

7. **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.

8. **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.

9. Donation Request from Girl Scouts for Easter Egg Hunt

Business Requiring Action

10. **CONSIDER ORDINANCE NO. 991 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XI, LLC PROJECT) SERIES 2015, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED $34,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XI, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER ORDINANCE NO. 992 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XII, LLC PROJECT) SERIES 2015, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED $29,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XII, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER FINAL ACCEPTANCE OF CHANGE ORDER NO. 2 EDGERTON QUIET ZONES PROJECT (NELSON STREET AND 199TH STREET)**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER PURCHASE OF A TRUCK FOR ANIMAL CONTROL/CODE ENFORCEMENT OFFICER THROUGH THE MID AMERICA REGIONAL COUNCIL'S METRO VEHICLE BID LIST**

Motion: _____ Second: _____ Vote: _____

14. **CONSIDER ORDINANCE NO. 993 PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

15. **CONSIDER RESOLUTION NO. 02-12-15A APPROVING AN AGREEMENT WITH THE SECRETARY OF THE KANSAS DEPARTMENT OF TRANSPORTATION AND BNSF RAILWAY COMPANY FOR A GRANT FOR A ROAD CONSTRUCTION PROJECT FOR THE LOGISTICS PARK KANSAS CITY**

Motion: _____ Second: _____ Vote: _____

16. **CONSIDER DESIGN-BUILD AGREEMENT WITH CLARKSON CONSTRUCTION COMPANY FOR WAVERLY ROAD PROJECT**

Motion: _____ Second: _____ Vote: _____

17. **Report by the City Administrator**
    - Designation of Voting Delegate and Alternate Delegate for 2015 Kansas Rural Water Association Conference
    - Bridgewater Lake Algae Report
    - Personnel Manual Sections A-C
    - Update on 207th Street Crossing
    - Fourth Quarter 2014 Financial Report and 2014 Year End Financial Report

18. **Report by the Mayor**

19. **Future Meeting/Event Reminders:**
    - February 16th – City Offices Closed Presidents Day
    - February 18th Noon – Senior Lunch
    - February 19th 6 PM – Mayor Roberts State of the City Address
    - February 26th 7:00 PM – City Council Meeting

20. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (1) PERSONNEL MATTERS OF NONELECTED PERSONNEL**

    Motion: _____ Second: _____ Vote: _____

    RECONVENE INTO OPEN SESSION

21. **Adjourn** Motion: _____ Second: _____ Vote: _____

1. **ROLL CALL**

2. **WELCOME AND PLEDGE OF ALLEGIANCE**

3. **CONSENT AGENDA**

-
-
-

4. **PUBLIC COMMENTS**

5. DECLARATIONS BY COUNCIL MEMBERS

DONATION REQUEST FOR PROJECT GRADUATION CLASS OF 2015

7. INTRODUCTION OF JASON CAMIS, NEW PRESIDENT/CEO SOUTHWEST JOHNSON COUNTY CHAMBER OF COMMERCE

RESOLUTION #01-22-15A OF SUPPORT REGARDING FUTURE IMPROVEMENTS TO EDGERTON WASTEWATER TREATMENT FACILITY WAS CONSIDERED

9. REPORT BY THE MAYOR

10. FUTURE MEETING/EVENT REMINDERS:

11. ADJOURN

1. **ROLL CALL**

2. **WELCOME AND PLEDGE OF ALLEGIANCE**

3. **CONSENT AGENDA**

-
-
-
-

4. **PUBLIC COMMENTS**

5. DECLARATIONS BY COUNCIL MEMBERS

ORDINANCE NO. 990 GRANTING ANNEXATION FOR SPECIFIC LAND TO THE CITY OF EDGERTON, KANSAS, PURSUANT K.S.A. 12-520C WAS CONSIDERED

7. RESOLUTION 01-08-15A ESTABLISHING A SERVICE CHARGE TO DEFRAY THE COST AND MAINTENANCE OF THE COLLECTION AND DISPOSITION OF SOLID WASTE WITHIN THE CITY OF EDGERTON, KANSAS WAS CONSIDERED

RESOLUTION NO. 01-18-15B IN SUPPORT OF AN AFFORDABLE HOUSING DEVELOPMENT BY MRE CAPITAL, LLC WAS CONSIDERED

9. **APPLICATION FP-11-20-2014, FINAL PLAT, LOGISTICS PARK KANSAS CITY- SOUTHEAST, FIRST PLAT AT 30801 WEST 191ST STREET AND 30901 W. 191ST STREET WAS CONSIDERED**

10. **AWARD OF EDGERTON LIBRARY WINDOW REPLACEMENT PROJECT WAS CONSIDERED**

11. **RESOLUTION NO. 01-08-15C OF THE CITY OF EDGERTON, KANSAS, ADOPTING A NEW PURCHASING CARD POLICY WAS CONSIDERED**

12. REPORT BY THE CITY ADMINISTRATOR

-
-
-
-
-
-

13. REPORT BY THE MAYOR

14. FUTURE MEETING/EVENT REMINDERS:

15. EXECUTIVE SESSION

16. ADJOURN

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	February 12, 2015
Agenda Item:	Ordinance Authorizing Bonds and Bond Documents
Subject:	Industrial Revenue Bonds and Property Tax Abatement for ELHC XI Project

Summary:

The City received an application for property tax abatement from ELHC XI, LLC for a project located adjacent to the Logistics Park, consisting of an approximately 765,160 sq. ft. warehouse and distribution facility, to be located on approximately 46.2 acres of land at the southeast corner of 191st Street and Waverley Road in Edgerton, Kansas (the "Project").

The City adopted a Resolution of Intent on September 11, 2014, as amended by a Resolution on November 20, 2014, evidencing its intent to issue industrial revenue bonds for the Project. On November 20, 2014, the City held a public hearing on the Project.

Ordinance:

The Ordinance authorizes the City to issue up to $34,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." ELHC XI will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC XI will lease the project site to the City as is required by state law in order to provide property tax abatement. The City will then sublease the project back to ELHC XI. ELHC XI will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to ELHC XI as the owner of the bonds only to the extent the City receives payments from ELHC XI pursuant to the lease. If lease payments from ELHC XI are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit.

The Ordinance authorizes the City to enter into the following documents:

(a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
(b) Base Lease Agreement whereby the City leases the project site from ELHC XI
(c) Lease Agreement whereby the City will lease the project to ELHC XI for the term of the tax abatement;
(d) Bond Purchase Agreement whereby ELHC XI agrees to acquire the Bonds;
(e) Performance Agreement whereby ELHC XI agrees to make certain payments-in-lieu of tax payments; and
(f) Origination Fee Agreement whereby ELHC XI agrees to pay the origination fee to the City over time.

ORDINANCE NO. 991

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XI, LLC PROJECT) SERIES 2015, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED $34,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XI, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Edgerton, Kansas (the "City"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Industrial Revenue Bonds (ELHC XI, LLC Project) Series 2015, in an aggregate maximum principal amount not to exceed $34,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 765,160 sq. ft. warehouse and distribution facility, to be located on approximately 46.2 acres of land at the southeast corner of 191st Street and Waverley Road in Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to ELHC XI, LLC, a Kansas limited liability company (the "Company"); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Industrial Revenue Bonds (ELHC XI, LLC Project) Series 2015, in an aggregate maximum principal amount not to exceed $34,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and the trustee set forth therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due;

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company, as Purchaser;

(e) Performance Agreement dated the date set forth therein (the "Performance Agreement"), between the City and the Company; and

(f) Origination Fee Agreement dated the date set forth therein (the "Origination Fee Agreement"), between the City and the Company.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease, the Performance Agreement, the Bond Purchase Agreement and the Origination Fee Agreement.

Section 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

PASSED by the Council of the City of Edgerton, Kansas, this 12th day of February, 2015.

_____
Donald Roberts, Mayor

[SEAL]

ATTEST:

_____
Janeice Rawles, City Clerk

APPROVED AS TO FORM:

_____
Scott Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	February 12, 2015
Agenda Item:	Ordinance Authorizing Bonds and Bond Documents
Subject:	Industrial Revenue Bonds and Property Tax Abatement for ELHC XII Project

Summary:

The City received an application for property tax abatement from ELHC XII, LLC for a project located adjacent to the Logistics Park, consisting of an approximately 657,000 sq. ft. warehouse and distribution facility, to be located on approximately 39.5 acres of land at the southeast corner of 191st Street and Waverley Road in Edgerton, Kansas (the "Project").

The City adopted a Resolution of Intent on November 20, 2014, evidencing its intent to issue industrial revenue bonds for the Project. On November 20, 2014, the City held a public hearing on the Project.

Ordinance:

The Ordinance authorizes the City to issue up to $29,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." ELHC XII will be both the lessee on the project and the owner of the bonds. When the bonds are issued, ELHC XII will lease the project site to the City as is required by state law in order to provide property tax abatement. The City will then sublease the project back to ELHC XII. ELHC XII will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to ELHC XII as the owner of the bonds only to the extent the City receives payments from ELHC XII pursuant to the lease. If lease payments from ELHC XII are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit.

The Ordinance authorizes the City to enter into the following documents:

(a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
(b) Base Lease Agreement whereby the City leases the project site from ELHC XII
(c) Lease Agreement whereby the City will lease the project to ELHC XII for the term of the tax abatement;
(d) Bond Purchase Agreement whereby ELHC XII agrees to acquire the Bonds;
(e) Performance Agreement whereby ELHC XII agrees to make certain payments-in-lieu of tax payments; and
(f) Origination Fee Agreement whereby ELHC XII agrees to pay the origination fee to the City over time.

ORDINANCE NO. 992

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (ELHC XII, LLC PROJECT) SERIES 2015, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED $29,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A WAREHOUSE AND DISTRIBUTION FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH THE TRUSTEE SET FORTH THEREIN; AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH ELHC XII, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Edgerton, Kansas (the "City"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Industrial Revenue Bonds (ELHC XII, LLC Project) Series 2015, in an aggregate maximum principal amount not to exceed $29,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 657,000 sq. ft. warehouse and distribution facility, to be located on approximately 39.5 acres of land at the southeast corner of 191st Street and Waverley Road in Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to ELHC XII, LLC, a Kansas limited liability company (the "Company"); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Industrial Revenue Bonds (ELHC XII, LLC Project) Series 2015, in an aggregate maximum principal amount not to exceed $29,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and the trustee set forth therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due;

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company, as Purchaser;

(e) Performance Agreement dated the date set forth therein (the "Performance Agreement"), between the City and the Company; and

(f) Origination Fee Agreement dated the date set forth therein (the "Origination Fee Agreement"), between the City and the Company.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease, the Performance Agreement, the Bond Purchase Agreement and the Origination Fee Agreement.

Section 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

PASSED by the Council of the City of Edgerton, Kansas, this 12th day of February, 2015.

_____
Donald Roberts, Mayor

[SEAL]

ATTEST:

_____
Janeice Rawles, City Clerk

APPROVED AS TO FORM:

_____
Scott Anderson, Bond Counsel

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance work associated with Change Order No. 2 for Edgerton Quiet Zones Project (Nelson Street and 199th Street)

Department: Public Works

Background/Description of Item: In August 2014, Edgerton City Council approved final acceptance of the construction of the Quiet Zones as originally designed. Following that acceptance, Kansas Heavy Construction (original contractor for the project) completed the additional items of work necessary to bring the construction into compliance with the federal guidelines for the establishment of a quiet zone. Those additional items of work are complete. The construction firm has submitted final pay application for city to consider acceptance of the work.

The City's Construction Inspector has indicated that the additional items of work have been completed in general conformance to the plans and specifications approved by the City of Edgerton. Staff would recommend final acceptance of this portion of the project in order to release final payment to the contractor, begin the warranty period and consider this portion of construction complete.

A breakdown of the project costs are listed below. Original project estimate was $600,000. The project was completed significantly under budget. All costs associated with the Quiet Zone are funded from the Public Infrastructure Fund with dollars generated by development of Logistics Park Kansas City (LPKC). No funding from the general fund was used for this project.

Design - $63,859.36
Construction - $155,983.90
Inspection - $11,374.76
Total Project Cost - $231,218.02

On January 2, 2015, the City of Edgerton issued the Notice of Establishment that started the required 21-day waiting period for the quiet zones to begin. Both quiet zones officially went into effect at 12:01 AM on January 24, 2015.

As directed by City Council, staff has notified the design engineer of the project of the errors and omissions made during design of the project. The City has requested $6447 be reimbursed by the design engineer for additional work required in Change Order No. 2 to bring the zone into compliance.

Related Ordinance(s) or Statute(s):

Recommendation: Approve Final Acceptance of Additional Items of Work included in Change Order No. 2 of Edgerton Quiet Zones Project (Nelson Street and 199th Street)

Funding Source: Public Infrastructure Fund

Prepared by: Beth Linn, City Administrator
Date: February 9, 2014

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Purchase of a Truck for Animal Control/Code Enforcement Officer through the Mid America Regional Council's Metro Vehicle Bid List

Department: Public Works

Background/Description of Item: In 2010, the Edgerton City Council adopted a Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decision relating to replacement; and to act as a budgeting guide for the Governing Body and staff.

In April 2014, staff presented the 2014 Annual Vehicle and Equipment Inventory. During the final work session for preparation of the 2015 annual budget, staff reviewed the proposed 2014 and 2015 Vehicle and Equipment purchases. Included in the 2015 purchases was a replacement truck for the Animal Control/Code Enforcement Officer. The current truck is a 1999 Ford Ranger in poor condition.

Staff recommends the purchase of a 2015 Ford F150 Super Cab 4x4. For the F150, the low bid through the MARC cooperative purchasing pool is from Shawnee Mission Ford in the amount of $22,509 base price. Additionally, staff is requesting three additional upgrades from the base price. Those upgrades are listed below.

- Power windows ($998) – Frequently residents signal the AC/COE officer to stop while driving by to discuss a matter or ask a question. Most often they approach the vehicle from the passenger's side (curb side) for safety. It is difficult to reach over to manually lower the passenger's side window over equipment, etc. This then requires the resident to come to the driver's side of the vehicle or the AC/COE to park and exit the vehicle. Power windows would greatly increase the safety and efficiency for both residents and staff.

- 2.7 Ecoboost V6 ($678) – This engine provides increased fuel efficiency of greater than 20% over base V6 while producing the power of a V8 enabling the ruck to increase pay load to . Additionally, this option comes with Ford's start/stop technology that shuts the engine off as the brake pedal is held down and immediately starts as the brake pedal is released further increasing fuel mileage.

- Cab steps ($214) – Safety feature for easier entering and exiting the vehicle.

The Vehicle and Equipment Policy requires the Department Director to prepare the specifications for the replacement vehicle with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. The City's purchasing policy requires that purchases over $25,000 must first be approved before bids are acquired. Staff met these criteria by using the Mid America Regional Council (MARC) Metro Vehicle Bid List.

Please find enclosed the Fund Summary for the Equipment Reserve Fund that includes the purchase of the F150 Super Cab. The actual ending fund balance on 12/31/2014 in the General Equipment Reserve Fund was higher than projected. Staff was able to increase the transfer of revenue from Parks to General Equipment Reserve Fund to fund the entire purchase of a mower. Additionally, the tandem truck was $71,000 less than originally budgeted and the purchase of a new roller has been moved from 2014 to 2015.

Enclosure:	Fund Summary for Equipment Reserve Fund Equipment Request with corresponding bid information

Related Ordinance(s) or Statute(s):

Recommendation: Approve approval of the purchase of a Ford F150 Super Cab truck through the Mid America Regional Council's Metro Vehicle Bid List from Shawnee Mission Ford in the amount of $24,399

Funding Source: General Equipment Reserve Fund

Prepared by: Beth Linn, City Administrator
Date: February 10, 2015

City of Edgerton
Vehicle & Equipment Replacement
Fund Summary
As of 2-10-2015

Fund 13 - General Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	$ 73,970	$ 215,367	$ 193,490	$ 144,173	$ 75,660	$ 75,783	$ 100,906
Transfers in from Other Funds	242,250	79,250	79,250	79,250	79,250	79,250	79,250
Vehicle/Equipment Purchases	(100,853)	(101,127)	(128,567)	(147,763)	(79,127)	(54,127)	(16,000)
Ending Balance, 12/31	$ 215,367	$ 193,490	$ 144,173	$ 75,660	$ 75,783	$ 100,906	$ 164,156

Fund 27 - Water Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	$ 148,970	$ 87,588	$ 72,588	$ 9,558	$ 1,176	$ 1,176	$ 1,176
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(61,382)	(15,000)	(63,030)	(8,382)	-	-	-
Ending Balance, 12/31	$ 87,588	$ 72,588	$ 9,558	$ 1,176	$ 1,176	$ 1,176	$ 1,176

Fund 37 - Sewer Equipment Reserve Fund

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	$ 73,970	$ 42,288	$ 34,288	$ (13,742)	$ (22,124)	$ (22,124)	$ (72,124)
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(31,682)	(8,000)	(48,030)	(8,382)	-	(50,000)	-
Ending Balance, 12/31	$ 42,288	$ 34,288	$ (13,742)	$ (22,124)	$ (22,124)	$ (72,124)	$ (72,124)

Notes:

Transfers In number for 2014 is what was included in the 2014 budget except for (1) General, which is what was included in the budget plus $150,000 for the dump truck to be purchased outright using a transfer from the General Fund's unencumbered fund balance; and (2) water. Due to the projected balance in the equipment reserve fund for water, the 2014 transfer won't be made. The amount for 2015 is the amount to be included in the 2015 budget as of this date. The amounts in years beyond 2015 are left the same as the 2015 amount.

EDGERTON™
global routes. local roots.

Requisition Form

EQUIPMENT & VEHICLE

Date: 2/5/2015 Funding Source: Equipment Reserve Fund - General (13-00-4405) ($22,000.00 in this plan as of 7/31/2014

Re: Replacement request - 1999 Ford Ranger (current AC truck) is in Poor condition - 2wd unsafe in inclement weather - front suspension very poor condition. Codes/Animal Control requires replacement to be safe & effective - (Shawnee Mission Ford) best quote -

QUANTITY	CAT NUMBER	DESCRIPTION	UNIT COST	
1		2015 Ford F150 Super Cab 4x4 XL	$22,509.00	
			$998.00	
			$678.00	
			$214.00	
			$	
			$	
			$	
			$	24,399.00

By: Charlie Lydon Date: 2/5/2015

Council Approval: _____

Approved By: _____

vs. 9.15.14

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

Codes/Animal Control truck request

Power windows –cost $998

Frequently residents signal for me to stop to discuss something. Most times they approach the vehicle on the passenger's side (curb side) for safety. It is very difficult to reach over to manually lower the passenger's side window over equipment etc. This then requires either the resident to come around to the driver's side of the vehicle (into the oncoming lane) or require me to pull over an exit the vehicle to meet with the resident. Power windows would greatly increase the safety of both the residents and me by not requiring the resident to enter into the street or requiring me to exit the vehicle into the street unnecessarily. Most of these conversations are very brief and having the ability to quickly lower the passenger's window would also increase my efficiency.

2.7 Ecoboost V6 –cost $678

Increased fuel efficiency of >20% over base V6 while producing the power of a V8 enabling the truck to increase payload to **2250lbs** and max towing of **8500lbs.** Additionally this option comes with Ford's Start/stop technology that shuts the engine off as the brake pedal is held down and immediately starts as the brake pedal is released further increasing fuel mileage as the AC/Codes truck makes frequent stops for observation/photographing and/or conversing with residents. Powertrain warranty is **5 years/60,000 miles**. (Same as base V6)

Charlie Lydon

From: Jay Cooper <Jay.Cooper@shawneemissionford.com>
Sent: Friday, February 06, 2015 1:46 PM
To: Charlie Lydon
Subject: FW: F-150

Hello, 2.7L Eco Boost is not available with the 8' bed Super cab or the 6.5 Bed Crew Cab. You will have to drop down to 6.5' Bed Super Cab or 5.5 bed Crew Cab.

2.7L Eco Boost (**99P**) $678

From: Jay Cooper
Sent: Tuesday, November 25, 2014 12:46 PM
To: 'clydon@edgertonks.org'
Subject: F-150

2015 Ford F-150

Base price	$18,522
Options:	
• Super Cab 4x4 5.0L V-8 8' bed (X1E / 163)	$5,601
• Power Group (85A)	$998
• Black Platform boards (18B)	$214
Total	$25,335

Base Price	$18,522
Options:	
• Super 4x4 3.5L V-6 6.5 Bed (X1E/145)	$3,987
• Power Group (85A)	$998
• Cab Steps	$214
Total	$23,721

Base Price:	$18,522
Options:	
• Crew Cab 4x4 5.0L V-8 6.5 bed (W1E/157)	$7,749
• Power Group (85A)	$998
• Cab Steps	$214
Total	$27,483

Base Price:	$18,522
Options:	
• Crew Cab 4x4 3.5L V-6 5.5 (W1E/145)	$6,209
• Power Group (85A)	$998
• Cab Steps	$214
Total	$25,943

Additional Options to Consider

- Tow Package (53A) $422
- Electric Brake Controller (67T) $234
- Spray in Bed Liner Line –X / Rhino $509 / $465
- 5.0L V-8 (99F) $1,360

Thank you

Jay Cooper

Jay Cooper

Shawnee Mission Ford
11501 SMPKY
Shawnee, KS 66203

DL 913-248-2287
Fax 913-631-7325
Email jay.cooper@shawneemissionford.com

2015 MACAP BID - ITEM #21 EDGERTON, KS

SUPER CREW QUOTE

Item No. 21-2015

Type: PICKUP, 1/2 TON, CAB "A", 4X2
ALUMINUM BODY (NOT STANDARD BODY)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	MEETS SPEC Mark Yes or No Yes	No
Make Equal To	C1500, F-150, Ram 1500, Tundra	Ford F150	X	
Air Bags	Driver & Passenger Side	STD	X	
Air Conditioning	Factory installed	STD	X	
Alternator	Heavy duty 75 amp min. state amp.	STD, AMPs not known at time of bid	X	
Arm Rests	Left & right sides	STD	X	
Auxiliary Outlet	12 volt, Factory Installed	STD	X	
Battery	Heavy duty maint. free, 540 CCA min, state	STD, CCA not known at time of bid	X	
Bed	8 Foot	141" wheelbase	X	
Brakes	ABS	STD	X	
Cab "A"		"F"1C	X	
Cooling System	Heavy duty, increased cooling	STD	X	
Drive Line	4X2	F1"C"	X	
Electrical System	12 volt	Yes	X	
Engine	Minimum 6 cyl., gasoline, state liter	3.5L V8	X	
Floor Covering	Rubber/Vinyl	STD	X	
Fuel Tank		23 gal STD, but 33 gal available	X	
Gear Ratio		3.55 STD	X	
Glass	Tinted, all windows	Factory solar tint	X	
GVWR		6100	X	
Headliner	Factory installed	STD	X	
Light	Cab dome	STD	X	
Mirrors-Inside	Inside: day/night	STD	X	
Mirrors-Outside	Left & right below eyeline mount breakaway, 5"x8" min	STD	X	
Paint	Mfg. standard - provide color chart	www.fleet.ford.com	X	
Payload		Reg Cab 1900 lbs.	X	
Radio	AM/FM, factory installed	STD	X	
Rear Bumper	2000 LB min., towing capacity, painted	Without trailer tow package, yes 2,000lbs	X	
Seat	Full depth foam, all vinyl, bench, hinged back	STD	X	
Spare Tire	Same as truck tires, 1 each, OEM	245/70R 17 BSW all-season tires (A/S) BSW	X	
Stabilizer Bar	Front	STD	X	
Steering	Power	STD	X	
Steering Wheel	Tilt - Factory Installed	Tilt & telescoping STD	X	
Sun Visors	Dual	STD	X	
Tires	All season radial, state size	245/70R 17 BSW all-season tires (A/S) BSW	X	
Trailering Payload		No tow pack 2,000 lb /5,000 lb w/53A	X	
Transmission	Automatic, min 4 speed with auxiliary cooler	446 - 6 speed auto	X	
Warranty	Attach all manufacturer standard	See warranty section	X	
Wheelbase		141" for 8' bed, 122.5" for 6.5' bed	X	
Wheels/Rims	5 each, state size	17" STD	X	
Wipers	Intermittent	STD	X	

BID PRICING **TOTAL - 1/2 TON PICKUP, CAB "A", 4X2 - ITEM NO. 21** $ 18,484 + →

You must enter pricing in the online bid page

NOTE: 3.5L V-6 STANDARD ON CREW CAB 4WD - 5½ BED

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

Item No. 21-2015 | Type: PICKUP, 1/2 TON, CAB "A", 4X2 (Continued) ALUMINUM BODY (NOT STANDARD BODY) | Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	OPTIONAL EQUIPMENT		
Air Bag	Side	STD	$
Air Bag	Roof rail	1st & 2nd row Side air-curtains STD	$
Alarm System	PATS anti-theft key system STD / Aftermarket alarm / Back-up alarm		$ ST / $395 / $94
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	STD 3.5L V6 is flex fuel capable	$ STD + conversion
	State gallon equivalent compared to base fuel of this vehicle	"99F" 5.0L V8 is flex fuel capable	$ 1425 + conversion
		For cost of conversion to CNG or LP, see	$
		last page of F150 bid	$
			$
	AMOUNT OF TAX CREDIT PROVIDED		$
Alternator		N/A	$
Battery		N/A	$
Bed	Since base bid is for longbed (8'), Shortbeds including Cab style are :	6.5' Bed 122.5" w/b RegCab	$ -260
	2wd-	6.5' bed Cab B / 5.5' bed Cab C over base bid	$ 1049 / 3234
Bed Delete		N/A from factory, but can be done aftermarket	$ -400
Bed Delete /CNG Changes	Does deleting bed on dedicated CNG eliminate CNG?	NO	$
			$
Bed Liner	Linex, or equal, state warranty, certification required	LineX	$ 385
		Rhino	$ 385
		Plastic drop-in	$ 235
Brakes		N/A	$
Brush Guards	Front	Aftermarket Black / Stainless Steel	$ 685 / 875
Bumper	Rear step, min 6,000 LB capacity	Upgrade tow pack 53A w/V6 / 53C w/3.5L Ecoboost	$ 421 / 677
Cab Style	Cab "B"	"X"1C 8' Bed STD w/2.7L V6 Ecoboost	$ 1959
	Cab "C"	"W"1C 6.5' Bed STD w.2.7L V6 Ecoboost	$ 4159
Cab Steps	Driver only, factory	N/A factory, but dealer can install	$ 200
	Both sides, factory	"18E" Black Platform style	$ ~~250~~ 250
	Nerf steps, both sides, chrome	Dealer Stainless steel / Chrome	$ 525 / 700
Cruise	Factory installed	"50S"	$ 194
Daytime Running Lights		"942"	$ 40
Diagnostic Software & Cabling	Rotunda VCM II, CFR, Cable & One-year software subscription for all.	Parts code 164-R9807	$ 2900
Engine	Inc		$
Transmission	Inc		$
ABS Brakes	Inc		$
Electrical System	Inc		$
Body Module	Inc		$
Drive Line	4 X 4 Prices include Cab style	Longbeds Cab A 141" / B 163" / C 157" over base	$ 1814/5775/7899
Engines	List cylinders, HP, liter, fuel type	4wd Shortbeds Cab A 122" / B 145" C 145 over base	$1549/4139/6329 CREW CAB 4x4 5.5' BED
	2.7L V6 Ecoboost (Standard on Longbed 2wd Cab C)	99P	$ 715
	3.5L V6 Ecoboost	99G	$ 1800
	5.0L V8 FFV (Std on Cab C 157" Wheelbase)	99F	$ 1425
			$
Extended Warranty	See warranty section - Any warranty at cost + $75		$
			$
			$
			$
Floor Covering	Heavy duty carpet	"168" Includes carpet floor mats	$ 143
Floor Mats	Rubber/Vinyl	STD flooring is vinyl but vinyl mats by dealer	$ Frt: $155 / rear $135
Fuel Management System		N/A	$
Fuel Tank	Auxiliary, state size	"655" 36 Gallon	$ 165
Gear Ratio	3.55 Std, 3.31, 3.55 or 3.73	See Axles end of this item, but E-locking either	$ 364 or 410 or 495
GVWR		See GVWR/Payload list end of this item	$
Hitch	Pintle	Aftermarket	$ 145
Hourmeter	Standard engine-activated	Dealer installed	$ 175
Locks (Door)	Power	95A Includes Locks, windows & mirrors	$ CabA $820 B&C $985
Key Options	Extra key price	Door key	$ 6.00
		Chip (PATS) key / Full function key	$ 55 / 210
Manuals	Service manuals	CD Rom by Helm	$ 210

THIS PAGE: 7,564

TOTAL: $26,048

Item No. 21-2015 | Type: PICKUP, 1/2 TON, CAB "A", 4X2 (Continued) ALUMINUM BODY (NOT STANDARD BODY) | Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	OPTIONAL EQUIPMENT		
Outfitter Switches		N/A from factory	$
	Includes extra wiring harness		$
Positive Traction	Rear Axle	See attached Axle price list, but E-locking either:	$ 384 or 409 or 494
Preferred Option Pkg	Upgrade 2wd Cab A/B,C to101A or XLT 300A See order guide for content	101A:$1325/1495,1495- 301A: 4300/3000/2900	$ must add Cab & base bid
Rear Window	Sliding	Power "435" includes privacy glass & defroster	$ 320
Running Boards	Full length, factory		$
	Driver only	N/A	$
	Both sides On XL,18B -Black platform/18E Black tubular	On "XL "18B Cab A,B & C / Cab A 18E	$ 240 / 276 See below
Rust Proofing	Bidder must state brand & warranty		$
Seats	Cloth interior	Cloth CG on XL, MG on XLT 40/20/40	$ No charge
	Bucket front	Vinyl VG on XL, Cloth on XL WG	$ 115
Special Paint		Not available	$
Temporary Tag		Dealer	$ 5.00
Tires	All terrian, rear, State Size:	265/70R17 AT Standard on 4wd	$
Tow Hooks	2 each	4wd only standard	$
Trailer Tow Package	Factory installed, heavy duty, Described below ***	53B / 53A / Max tow 53C must add 3.5L Ecob	$ 190 / 450 / 695
Transmission		No other availaibe on F150	$
			$
Wheelbase Options	Cab A -122" / Cab B 145" or 163" / Cab C 145" or 157"	2WD: $ -260 / 3449 , 4339 / 5585 , 6549	$
Windows	Power	Includes locks&mirrors. Cab A / B & C	$ 850 / 1050
Wiring	Body builder harness	Get from upfitter	$
	OPTION DELETE FROM STANDARD		
	Air Conditioning	N/A	$
	Bumper	N/A	$
	OnStar	N/A	$
	Power steering	N/A	$
	Radio	N/A	$
	Spare Tire & Wheel	N/A	$
	Tilt	N/A	$
	Tilt & Cruise	Not in base bid	$

OTHER POPULAR OPTIONS:

Rear View Camera (REQUIRES 85A POWER GROUP) Cab A/Cab B & C	76C + 85A	$1084 / $1284
Remote Start factory only on XLT or Dealer installed on XL	59R / Dealer	$189 / $350
Skid Plates - 4wd only	413	$155
Tailgate Step	63T	$350
Bed Access Step	63S	$297
SYNC on XL 100A. (SYNC IS Standard on XL 101A & all XLT)	52B	$394
Heavy duty payload package XL / XLT Must add either 3.5L Ecoboost or 5.0L V8 to this	" 627"	$1400 / $1535
Engine Block Heater	41H	$90

THIS PAGE Ø
TOTAL $26,048

TOW PACKAGE S DESCRIPTIONS:

53B is Class IV Receiver hitch, 4 & 7 pin wiring and Smart Trailer Tow Connector
53A is Class IV Receiver same as above plus upgraded front stabilizer bar, aux transmission cooler. Includes engine oil cooler if order 3.5L non-ecoboost engine (998)

53C is MAX Trailer tow which requires te 3.5L Ecoboost engine (99G)

SEE AXLES, GVWRs,PAYLOADS, CNG & LP CONVERSIONS NEXT 3 PAGES

End of Group IV

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

REGULAR CAB / SUPERCAB / SUPERCREW®

FUNCTIONAL EQUIPMENT

AXLE AVAILABILITY

#45 #364 410 #495

Cab / Available Wheelbase	Wheelbase	Engine	Drivetrain	Comments	Non-Limited-Slip				Electronic-Locking			
					3.15 X15	3.31 X27	3.55 X40	3.73 X28	3.15 X15	3.31 X27	3.55 X40	3.73 X28
Regular Cab (122" / 141") SuperCab (145" / 163") SuperCrew® (145" / 157")	122" / 141" / 145"	3.5L V6 Ti-VCT	4x2				S[1]	O/S[2]			O[1]	O[3]
	122" / 141" / 145"	3.5L V6 Ti-VCT	4x4					S				O[3]
	122" / 141" / 145" / 157" / 163"	2.7L V6	4x2			S				O		O[3]/P[4]
	122" / 141" / 145"	2.7L V6	4x4				S				O/P[5]	O[3]/P[4]
	122" / 141" / 145" / 157" / 163"	5.0L V8	4x2			S				O	O[2]	P[6]
	122" /141" / 145" / 157" / 163"	5.0L V8	4x4			S				O/P[5]	O[3]	O[3]/P[6]
	141" / 145" / 157" / 163"	3.5L V6 EcoBoost®	4x2		S				O		O/P[7]	P[6]
	141" / 145" / 157" / 163"	3.5L V6 EcoBoost®	4x4			S				O/P[8]	O/P[7]	P[6]

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

[1] Not available with Trailer Tow Pkg. (53A)
[2] Requires Trailer Tow Pkg. (53A)
[3] Requires Trailer Tow Pkg. (53A) or FX4 Off-Road Pkg. (55A)
[4] Included in 2.7L V6 EcoBoost® Payload Pkg. (622)
[5] Included in FX4 Off-Road Pkg. (55A)
[6] Included in Heavy-Duty Payload Pkg. (627) (Late Availability)
[7] Included in Max Trailer Tow Pkg. (53C)
[8] Included in FX4 Off-Road Pkg. (55A); NA Max Trailer Tow Pkg. (53C)

★ = New for this model year
1 = Regular Cab only, 2 = SuperCab only, 3 = SuperCrew® only

S = Standard, O = Optional, P = Packaged Option

PAYLOAD & GVWR

REGULAR CAB / SUPERCAB / SUPERCREW®

PACKAGED OPTIONS/EMISSIONS

FORD WORK SOLUTIONS™ – CREW CHIEF™ (TELEMATICS BY TELOGIS® (47C)) (Late Availability)

Availability:

- Optional on XL, XLT, Lariat and King Ranch®

Includes:

- Includes one (1) year of Crew Chief™ Service *(Requires additional subscription service)*
- Onboard device that tracks vehicle location, speed and idle time w/optional vehicle diagnostics and maintenance reports

PAYLOAD PACKAGE SELECTION GUIDE

WB (INCH)	ENGINE	PAYLOAD	MAX. PAYLOAD (LBS)	GVWR (LBS)
4X2				
Regular Cab				
122	3.5L TI-VCT		1910	6010
	2.7L EcoBoost®		1800	6010
	5.0L		TBD	TBD
141	3.5L TI-VCT		1900	6100
	2.7L EcoBoost®		1800	6100
	2.7L EcoBoost®	2.7L EcoBoost®	2250	6650
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [2]	Heavy-Duty	TBD	TBD
SuperCab				
145	3.5L TI-VCT		1680	6100
	2.7L EcoBoost®		1740	6250
	2.7L EcoBoost®	2.7L EcoBoost®	2160	6750
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
163	2.7L EcoBoost®		1910	6500
	2.7L EcoBoost®	2.7L EcoBoost®	2210	6900
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [2]	Heavy-Duty	TBD	TBD
SuperCrew®				
145	3.5L TI-VCT		1630	6150
	2.7L EcoBoost®		1640	6250
	2.7L EcoBoost®	2.7L EcoBoost®	1960	6650
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
157	2.7L EcoBoost®		1700	6350
	2.7L EcoBoost®	2.7L EcoBoost®	2070	6800
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [2]	Heavy-Duty	TBD	TBD

[1] Ratings based on 17" Tire/Wheel (refer to the 627 Heavy-Duty Payload Package for details)
[2] Ratings based on 18" Tire/Wheel (refer to the 627 Heavy-Duty Payload Package for details)

PAYLOAD PACKAGE SELECTION GUIDE

WB (INCH)	ENGINE	PAYLOAD	MAX. PAYLOAD (LBS)	GVWR (LBS)
4X4				
Regular Cab				
122	3.5L TI-VCT		1690	6050
	2.7L EcoBoost®		1680	6050
	5.0L		TBD	TBD
141	3.5L TI-VCT		1670	6100
	2.7L EcoBoost®		1700	6250
	2.7L EcoBoost®	2.7L EcoBoost®	2140	6800
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L	Heavy-Duty	TBD	TBD
	5.0L	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [2]	Heavy-Duty	TBD	TBD
SuperCab				
145	3.5L TI-VCT		1660	6300
	2.7L EcoBoost®		1740	6500
	2.7L EcoBoost®	2.7L EcoBoost®	2160	7000
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
163	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L	Heavy-Duty	TBD	TBD
	5.0L	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [2]	Heavy-Duty	TBD	TBD
SuperCrew®				
145	3.5L TI-VCT		1600	6350
	2.7L EcoBoost®		1640	6500
	2.7L EcoBoost®	2.7L EcoBoost®	1960	6900
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
157	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L	Heavy-Duty	TBD	TBD
	5.0L	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost® [2]	Heavy-Duty	TBD	TBD

Figures subject to change.

EMISSIONS REQUIREMENT LOCATIONS

CALIFORNIA EMISSIONS STATES

CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT, WA

CROSS BORDER STATES

AZ, DC, ID, NH, NV, OH, VA, WV

FEDERAL EMISSIONS STATES

Remaining States/Regions

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

★ = New for this model year

2015 MACPP BID - ITEM #21 - F150
SUPERCAB QUOTE

EDGERTON, KS
CLYDON@EdgertonKs.org
913-893-6231

Item No. 21-2015

Type: PICKUP, 1/2 TON, CAB "A", 4X2
ALUMINUM BODY (NOT STANDARD BODY)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	MEETS SPEC Mark Yes or No Yes	No
Make Equal To	C1500, F-150, Ram 1500, Tundra	Ford F150	X	
Air Bags	Driver & Passenger Side	STD	X	
Air Conditioning	Factory installed	STD	X	
Alternator	Heavy duty 75 amp min. state amp.	STD, AMPs not known at time of bid	X	
Arm Rests	Left & right sides	STD	X	
Auxiliary Outlet	12 volt, Factory installed	STD	X	
Battery	Heavy duty maint. free, 540 CCA min, state	STD, CCA not known at time of bid	X	
Bed	8 Foot	141" wheelbase	X	
Brakes	ABS	STD	X	
Cab "A"		"F"1C	X	
Cooling System	Heavy duty, increased cooling	STD	X	
Drive Line	4X2	F1"C"	X	
Electrical System	12 volt	Yes	X	
Engine	Minimum 6 cyl., gasoline, state liter	3.5L V6	X	
Floor Covering	Rubber/Vinyl	STD	X	
Fuel Tank		23 gal STD, but 33 gal available	X	
Gear Ratio		3.55 STD	X	
Glass	Tinted, all windows	Factory solar tint	X	
GVWR		6100	X	
Headliner	Factory installed	STD	X	
Light	Cab dome	STD	X	
Mirrors-Inside	Inside: day/night	STD	X	
Mirrors-Outside	Left & right below eyeline mount breakaway, 5"x8" min	STD	X	
Paint	Mfg. standard - provide color chart	www.fleet.ford.com	X	
Payload		Reg Cab 1900 lbs.	X	
Radio	AM/FM, factory installed	STD	X	
Rear Bumper	2000 LB min., towing capacity, painted	Without trailer tow package, yes 2,000lbs	X	
Seat	Full depth foam, all vinyl, bench, hinged back	STD	X	
Spare Tire	Same as truck tires, 1 each, OEM	245/70R 17 BSW all-season tires (A/S) BSW	X	
Stabilizer Bar	Front	STD	X	
Steering	Power	STD	X	
Steering Wheel	Tilt - Factory installed	Tilt & telescoping STD	X	
Sun Visors	Dual	STD	X	
Tires	All season radial, state size	245/70R 17 BSW all-season tires (A/S) BSW	X	
Trailering Payload		No tow pack 2,000 lb /5,000 lb w/53A	X	
Transmission	Automatic, min 4 speed with auxiliary cooler	446 - 6 speed auto	X	
Warranty	Attach all manufacturer standard	See warranty section	X	
Wheelbase		141" for 8' bed, 122.5" for 6.5' bed	X	
Wheels/Rims	5 each, state size	17" STD	X	
Wipers	Intermittent	STD	X	
BID PRICING	**TOTAL - 1/2 TON PICKUP, CAB "A", 4X2 - ITEM NO. 21**		$ 18,484	

You must enter pricing in the online bid page

NOTE: 3.5L V6 STANDARD ON Supercab 4x4 6½ BED

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: [illegible] 353-1495
FAX # [illegible]

Item No. 21-2015 | Type: PICKUP, 1/2 TON, CAB "A", 4X2 (Continued) ALUMINUM BODY (NOT STANDARD BODY) | Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	OPTIONAL EQUIPMENT		
Air Bag	Side	STD	$
Air Bag	Roof rail	1st & 2nd row Side air-curtains STD	$
Alarm System	PATS anti-theft key system STD / Aftermarket alarm / Back-up alarm		$ ST / $396 / $94
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	STD 3.5L V6 is flex fuel capable	$ STD + conversion
	State gallon equivalent compared to base fuel of this vehicle	"99F" 5.0L V8 is flex fuel capable	$ 1425 + conversion
		For cost of conversion to CNG or LP, see	$
		last page of F150 bid	$
			$
	AMOUNT OF TAX CREDIT PROVIDED		$
Alternator		N/A	$
Battery		N/A	$
Bed	Since base bid is for longbed (8'), Shortbeds including Cab style are :	6.5' Bed 122.5" w/b RegCab	$ -260
	2wd-	6.5' bed Cab B / 5.5' bed Cab C over base bid	$ 1049 / 3234
Bed Delete		N/A from factory, but can be done aftermarket	$ -400
Bed Delete /CNG Changes	Does deleting bed on dedicated CNG eliminate CNG?	NO	$
			$
Bed Liner	Linex, or equal, state warranty, certification required	LineX	$ 385
		Rhino	$ 385
		Plastic drop-in	$ 235
Brakes		N/A	$
Brush Guards	Front	Aftermarket Black / Stainless Steel	$ 685 / 875
Bumper	Rear step, min 6,000 LB capacity	Upgrade tow pack 53A w/V6 / 53C w/3.5L Ecoboost	$ 421 / 677
Cab Style	Cab "B"	"X"1C 8' Bed STD w/2.7L V6 Ecoboost	$ 1959
	Cab "C"	"W"1C 6.5' Bed STD w.2.7L V6 Ecoboost	$ 4169
Cab Steps	Driver only, factory	N/A factory, but dealer can install	$ 200
	Both sides, factory	"183" Black Platform style	$ 250 250
	Nerf steps, both sides, chrome	Dealer Stainless steel / Chrome	$ 525 / 700
Cruise	Factory installed	"50S"	$ 194
Daytime Running Lights		"942"	$ 40
Diagnostic Software & Cabling	Rotunda VCM II, CFR, Cable & One-year software subscription for all.	Parts code 164-R9807	$ 2900
Engine	Inc		$
Transmission	Inc		$
ABS Brakes	Inc		$
Electrical System	Inc		$
Body Module	Inc		$
Drive Line	4 X 4 Prices include Cab style	Longbeds Cab A 141" / B 163" / C 157" over base	$ 1814/5775/7899
Engines	List cylinders, HP, liter, fuel type	4wd Shortbed Cab A 122" B 145" C 145" over base	$1549/4139/6329 SuperCab 4x4 6'1/2 BED
	2.7L V6 Ecoboost (Standard on Longbed 2wd Cab C)	99P	$ 715
	3.5L V6 Ecoboost	99G	$ 1800
	5.0L V8 FFV (Std on Cab C 157" Wheelbase)	99F	$ 1425
			$
Extended Warranty	See warranty section - Any warranty at cost + $75		$
			$
			$
			$
Floor Covering	Heavy duty carpet	"168" includes carpet floor mats	$ 143
Floor Mats	Rubber/Vinyl	STD flooring is vinyl but vinyl mats by dealer	$ Frt: $155 / rear $135
Fuel Management System		N/A	$
Fuel Tank	Auxiliary, state size	"655" 36 Gallon	$ 165
Gear Ratio	3.55 Std, 3.31, 3.55 or 3.73	See Axles end of this item, but E-locking either	$ 364 or 410 or 495
GVWR		See GVWR/Payload list end of this item	$
Hitch	Pintle	Aftermarket	$ 145
Hourmeter	Standard engine-activated	Dealer installed	$ 175
Locks (Door)	Power	85A Includes Locks, windows & mirrors	$ CabA $820 B&C $985
Key Options	Extra key price	Door key	$ 6.00
		Chip (PATS) key / Full function key	$ 55 / 210
Manuals	Service manuals	CD Rom by Helm	$ 210

THIS PAGE $5,374

TOTAL $23,858

Item No. 21-2015

Type: PICKUP, 1/2 TON, CAB "A", 4X2 (Continued)
ALUMINUM BODY (NOT STANDARD BODY)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	OPTIONAL EQUIPMENT		
Outfitter Switches		N/A from factory	$
	Includes extra wiring harness		$
Positive Traction	Rear Axle	See attached Axle price list, but E-locking either:	$ 364 or 409 or 494
Preferred Option Pkg	Upgrade 2wd Cab A/B,C to101A or XLT 300A See order guide for content	101A:$1325/1495,1495- 301A: 4300/3000/2900	$ must add Cab & base bid
Rear Window	Sliding	Power "435" includes privacy glass & defroster	$ 320
Running Boards	Full length, factory		$
	Driver only	N/A	$
	Both sides On XL,18B -Black platform/18E Black tubular	On "XL "18B Cab A,B & C / Cab A 18E	$ 240 / 276 See below
Rust Proofing	Bidder must state brand & warranty		$
Seats	Cloth interior	Cloth CG on XL, MG on XLT 40/20/40	$ No charge
	Bucket front	Vinyl VG on XL, Cloth on XL WG	$ 115
Special Paint		Not available	$
Temporary Tag		Dealer	$ 5.00
Tires	All terrian, rear, State Size:	265/70R17 AT Standard on 4wd	$
Tow Hooks	2 each	4wd only standard	$
Trailer Tow Package	Factory installed, heavy duty, Described below ***	53B / 53A / Max tow 53C must add 3.5L Ecob	$ 190 / 450 / 695
Transmission		No other availalbe on F150	$
			$
Wheelbase Options	Cab A -122" / Cab B 145" or 163" / Cab C 145" or 157"	2WD: $ -280 / 3449 , 4339 / 5585 , 6549	$
Windows	Power	Includes locks&mirrors. Cab A / B & C	$ 850 / 1050
Wiring	Body builder harness	Get from upfitter	$
	OPTION DELETE FROM STANDARD		
	Air Conditioning	N/A	$
	Bumper	N/A	$
	OnStar	N/A	$
	Power steering	N/A	$
	Radio	N/A	$
	Spare Tire & Wheel	N/A	$
	Tilt	N/A	$
	Tilt & Cruise	Not in base bid	$

OTHER POPULAR OPTIONS:

Rear View Camera (REQUIRES 85A POWER GROUP) Cab A/Cab B & C	76C + 85A	$1084 / $1284
Remote Start factory only on XLT or Dealer installed on XL	59R / Dealer	$189 / $350
Skid Plates - 4wd only	413	$155
Tailgate Step	63T	$350
Bed Access Step	63S	$297
SYNC on XL 100A. (SYNC IS Standard on XL 101A & all XLT)	52B	$394
Heavy duty payload package XL / XLT Must add either 3.5L Ecoboost or 5.0L V8 to this	" 627"	$1400 / $1535
Engine Block Heater	41H	$90

THIS PAGE Ø
TOTAL $23,858
Aug Lofton

TOW PACKAGE S DESCRIPTIONS:

53B is Class IV Receiver hitch, 4 & 7 pin wiring and Smart Trailer Tow Connector

53A is Class IV Receiver same as above plus upgraded front stabilizer bar, aux transmission cooler. Includes engine oil cooler if order 3.5L non-ecoboost engine (998)

53C is MAX Trailer tow which requires te 3.5L Ecoboost engine (99G)

SEE AXLES, GVWRs,PAYLOADS, CNG & LP CONVERSIONS NEXT 3 PAGES:

End of Group IV

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

REGULAR CAB / SUPERCAB / SUPERCREW®

FUNCTIONAL EQUIPMENT

AXLE AVAILABILITY

#45 $364 410 #495

Cab / Available Wheelbase	Wheelbase	Engine	Drivetrain	Transmission	Non-Limited-Slip				Electronic-Locking			
					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Regular Cab (122" / 141") SuperCab (145" / 163") SuperCrew® (145" / 157")	122" / 141" / 145"	3.5L V6 Ti-VCT	4x2				S[1]	O/S[2]			O[1]	O[3]
	122" / 141" / 145"	3.5L V6 Ti-VCT	4x4					S				O[3]
	122" / 141" / 145" / 157" / 163"	2.7L V6	4x2			S				O		O[3]/P[4]
	122" / 141" / 145"	2.7L V6	4x4				S				O/P[5]	O[3]/P[5]
	122" / 141" / 145" / 157" / 163"	5.0L V8	4x2			S				O	O[2]	P[6]
	122" /141" / 145" / 157" / 163"	5.0L V8	4x4			S				O/P[5]	O[3]	O[3]/P[6]
	141" / 145" / 157" / 163"	3.5L V6 EcoBoost®	4x2		S				O		O/P[7]	P[6]
	141" / 145" / 157" / 163"	3.5L V6 EcoBoost®	4x4			S				O/P[8]	O/P[7]	P[6]

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

[1] Not available with Trailer Tow Pkg. (53A)
[2] Requires Trailer Tow Pkg. (53A)
[3] Requires Trailer Tow Pkg. (53A) or FX4 Off-Road Pkg. (55A)
[4] Included in 2.7L V6 EcoBoost® Payload Pkg. (622)
[5] Included in FX4 Off-Road Pkg. (55A)
[6] Included in Heavy-Duty Payload Pkg. (627) (Late Availability)
[7] Included in Max Trailer Tow Pkg. (53C)
[8] Included in FX4 Off-Road Pkg. (55A); NA Max Trailer Tow Pkg. (53C)

★ = New for this model year
1 = Regular Cab only, 2 = SuperCab only, 3 = SuperCrew® only

S = Standard, O = Optional, P = Packaged Option

PAYLOAD & GVWR

REGULAR CAB / SUPERCAB / SUPERCREW®

PACKAGED OPTIONS/EMISSIONS

FORD WORK SOLUTIONS™ – CREW CHIEF™ (TELEMATICS BY TELOGIS® (47C)) (Late Availability)

Availability:

- Optional on XL, XLT, Lariat and King Ranch®

Includes:

- Includes one (1) year of Crew Chief™ Service *(Requires additional subscription service)*
- Onboard device that tracks vehicle location, speed and idle time w/optional vehicle diagnostics and maintenance reports

PAYLOAD PACKAGE SELECTOR CHART

WB (INCH)	ENGINE	PAYLOAD	MAX. PAYLOAD (LBS)	GVWR (LBS)
4X2				
Regular Cab				
122	3.5L Ti-VCT		1910	6010
	2.7L EcoBoost®		1800	6010
	5.0L		TBD	TBD
141	3.5L Ti-VCT		1900	6100
	2.7L EcoBoost®		1800	6100
	2.7L EcoBoost®	2.7L EcoBoost®	2250	6650
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[2]	Heavy-Duty	TBD	TBD
SuperCab				
145	3.5L Ti-VCT		1880	6100
	2.7L EcoBoost®		1740	6250
	2.7L EcoBoost®	2.7L EcoBoost®	2160	6750
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
163	2.7L EcoBoost®		1910	6800
	2.7L EcoBoost®	2.7L EcoBoost®	2210	6900
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[2]	Heavy-Duty	TBD	TBD
SuperCrew®				
145	3.5L Ti-VCT		1630	6150
	2.7L EcoBoost®		1640	6250
	2.7L EcoBoost®	2.7L EcoBoost®	1980	6650
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
157	2.7L EcoBoost®		1700	6350
	2.7L EcoBoost®	2.7L EcoBoost®	2070	6800
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[2]	Heavy-Duty	TBD	TBD

[1] Ratings based on 17" Tire/Wheel (refer to the 627 Heavy-Duty Payload Package for details)
[2] Ratings based on 18" Tire/Wheel (refer to the 627 Heavy-Duty Payload Package for details)

PAYLOAD PACKAGE SELECTOR CHART

WB (INCH)	ENGINE	PAYLOAD	MAX. PAYLOAD (LBS)	GVWR (LBS)
4X4				
Regular Cab				
122	3.5L Ti-VCT		1690	6050
	2.7L EcoBoost®		1580	6050
	5.0L		TBD	TBD
141	3.5L Ti-VCT		1670	6100
	2.7L EcoBoost®		1700	6250
	2.7L EcoBoost®	2.7L EcoBoost®	2140	6600
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[2]	Heavy-Duty	TBD	TBD
SuperCab				
145	3.5L Ti-VCT		1660	6300
	2.7L EcoBoost®		1740	6500
	2.7L EcoBoost®	2.7L EcoBoost®	2160	7000
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
163	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[2]	Heavy-Duty	TBD	TBD
SuperCrew®				
145	3.5L Ti-VCT		1600	6350
	2.7L EcoBoost®		1640	6600
	2.7L EcoBoost®	2.7L EcoBoost®	1960	6900
	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
157	5.0L		TBD	TBD
	3.5L EcoBoost®		TBD	TBD
	5.0L[1]	Heavy-Duty	TBD	TBD
	5.0L[2]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[1]	Heavy-Duty	TBD	TBD
	3.5L EcoBoost®[2]	Heavy-Duty	TBD	TBD

Figures subject to change.

EMISSIONS REQUIREMENT LOCATIONS

CALIFORNIA EMISSIONS STATES

CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT, WA

CROSS BORDER STATES

AZ, DC, ID, NH, NV, OH, VA, WV

FEDERAL EMISSIONS STATES

Remaining States/Regions

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HWY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

★ = New for this model year

POWERTRAIN

FUEL ECONOMY

ENGINE DISPL.	TRANSMISSION	50-STATES F.E. LABEL ADJUSTED CITY	50-STATES F.E. LABEL ADJUSTED HIGHWAY	50-STATES ESTIMATED ANNUAL FUEL COST
4X2				
3.5L V6 Ti-VCT FFV	Electronic Six-Speed Automatic	TBD	TBD	$TBD
2.7L V6 EcoBoost®	Electronic Six-Speed Automatic	TBD	TBD	$TBD
5.0L V8 FFV	Electronic Six-Speed Automatic	TBD	TBD	$TBD
3.5L V6 EcoBoost®	Electronic Six-Speed Automatic	TBD	TBD	$TBD
4X4				
3.5L V6 Ti-VCT FFV	Electronic Six-Speed Automatic	TBD	TBD	$TBD
2.7L V6 EcoBoost®	Electronic Six-Speed Automatic	TBD	TBD	$TBD
5.0L V8 FFV	Electronic Six-Speed Automatic	TBD	TBD	$TBD
3.5L V6 EcoBoost®	Electronic Six-Speed Automatic	TBD	TBD	$TBD

ENGINE HORSEPOWER AND TORQUE RATINGS*

ENGINE DISPL.	TRANSMISSION	NOMINAL COMPRESSION RATIO	50-STATES HORSEPOWER H.P. @ RPM	50-STATES TORQUE FT. LBS. @ RPM
ALL				
3.5L Ti-VCT V6 FFV	Electronic Six-Speed Automatic	TBD	283 @ 6500	255 @ 4000
2.7L V6 EcoBoost®	Electronic Six-Speed Automatic	TBD	325 @ 5750	375 @ 3000
5.0L V8 FFV	Electronic Six-Speed Automatic	TBD	TBD @ TBD	TBD @ TBD
3.5L V6 EcoBoost®	Electronic Six-Speed Automatic	TBD	TBD @ TBD	TBD @ TBD

*NOTE: All horsepower and torque numbers are preliminary

★ = New for this model year

PRICE LIST

Engines

(PRICE LEVEL CODE 520)

TRIM SERIES	DRIVE	ORDER CODE	EQUIPMENT GROUPS (continued)	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
XL		86A	XL Chrome Appearance Package	$ 661	$ 775
		U16	XL Chrome/Sport Appearance Package Discount	(214)	(250)
		861	XL Sport Appearance Package	661	775
		55A	Off-Road Package	657	770
XLT		86B	XLT Chrome Appearance Package	1,445	1,695
		U36	XLT Chrome/Sport Appearance Package Discount	(640)	(750)
		862	XLT Sport Appearance Package -- w/ 301A	1,701	1,995
			XLT Sport Appearance Package -- w/ 302A	256	300
Lariat		86L	Lariat Chrome Package	1,445	1,695
		U56	Lariat Chrome/Sport Package Discount	(640)	(750)
		863	Lariat Sport Package -- w/ 501A	1,701	1,995
			Lariat Sport Package -- w/ 502A	256	300
King Ranch		86K	King Ranch Chrome Package	1,701	1,995
		U66	King Ranch Chrome Package Discount	(640)	(750)
		61M	King Ranch Monochromatic Package	N/C	N/C
Lariat		U51	Lariat Navigation/Moonroof/Bucket Discount	(640)	(750)
XL / XLT		53B	Medium Trailer Tow Package -- XL/XLT	166	195
		53A	Heavy Duty Trailer Tow Package	422	495
XL		61F	SFE Package -- XL	720	845
XLT		61F	SFE Package -- XLT	422	495
XL / XLT		U81	SFE Package Discount	(426)	(500)
		68P	Snow Plow Prep	44	50
		U82	Pickup Box Access Step/Bed Ramps Discount	(277)	(325)
		68T	Technology Package	771	905
		U80	Technology Package Discount (w/ ACC, APA)	(426)	(500)

	DRIVE	OPTION CODE	POWERTRAINS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
ENGINE	4x2/4x4	99P	2.7L EcoBoost ilo 3.5L TiVct	$ 678	$ 795
		99F	5.0L ilo 3.5L TiVct	1,360	1,595
			5.0L ilo 2.7L EcoBoost	682	800
		99G	3.5L EcoBoost ilo 3.5L TiVct	1,701	1,995
			3.5L EcoBoost ilo 2.7L EcoBoost	1,023	1,200
			3.5L EcoBoost ilo 5.0L	341	400
AXLE	4x2/4x4	X26	Optional Axle Ratio (where Optional)	44	50
		XL5	E-locking 3.15 axle	358	420
		XL3	E-locking 3.31 axle	358	420
			E-locking 3.31 axle -- w/ 55A & 99F or 99G	Incl.	Incl.
		XL9	E-locking 3.55 axle	401	470
			E-locking 3.55 axle -- w/ 53C, 55A & 99P	Incl.	Incl.
		XL6	E-locking 3.73 axle	486	570

SERIES CODE		GVW CODE	PAYLOAD PACKAGES	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
		622	2.7L V6 EcoBoost Payload Package	$ 640	$ 750
Lariat		627	Heavy Duty Payload Package -- Lariat	1,445	1,695
XLT		627	Heavy Duty Payload Package -- XLT	1,445	1,695
XL		627	Heavy Duty Payload Package -- XL	1,279	1,500

MODEL		OPTION CODE	TIRES	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
		64H	18 Silver Heavy-Duty Payload Pkg Wheel -- XL	$ 337	$ 395
		64S	20 Six-Spoke Premium Painted Aluminum Wheel	848	995
		64L	20 Chrome-like PVD Wheel	848	995
		642	20 Machined-Aluminum Wheels -- XLT	848	995
			20 Machined-Aluminum Wheels -- Lariat	763	895
		64G	20 Machined-Aluminum King Ranch Wheels	763	895

MODEL	TRIM SERIES	TRIM TYPE	SEATS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
XL		V	Vinyl 40/Console/40 Front Seat	$ 107	$ 125
		W	Cloth 40/Console/40 Front Seat	107	125
XLT		U	Cloth 40/Console/40 Front Seat	107	125
		H	Leather Trimmed Bucket Seats with Flow-through Console & Floor Shifter	555	650

Olathe Ford Commercial

Presents...

The 2015 Ford F-150 XL

4x4 SuperCab Styleside 6.6' box 145" WB

Prepared For: Mr. Charlie Lydon
Prepared By: Christopher Lawson
Prepared On: November 25, 2014

Prepared For:
Mr. Charlie Lydon
City of Edgerton
Edgerton, Kansas
Phone: (913) 893-6231

Prepared By:
Christopher Lawson
Olathe Ford Commercial
1845 E. Sante Fe
Olathe, Kansas, 66062
Phone: (417) 288-9649
Fax: (913) 829-1804

Vehicle Profile

2015 Ford F-150

4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

Powertrain
3.5L V-6 DOHC SMPI 24 valve engine with Ti-VCT variable valve control * 200 amp alternator * 610 amp 70 amp hours (Ah) battery with run down protection * 6-speed electronic automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with electronic transfer case shift, auto locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension
Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * Electronic stability stability control with anti-roll * Independent front suspension * Front double wishbone suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" silver steel wheels with hub covers * P265/70SR17.0 OWL AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety
4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience
Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 6 speakers, fixed antenna * 2 1st row LCD monitors * Power door locks with 2 stage unlock, keyfob (front doors) keyless entry, tailgate/rear door lock included with power door locks * 3 12V DC power outlets, retained accessory power, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, transmission fluid temp gauge, exterior temp, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, illuminated entry * Glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins

Seating and Interior
Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest * 4-way adjustable driver seat * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, cabback insulator, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05211595 11/3/2014

Exterior Features

Running boards, side impact beams, aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door tailgate rear cargo door * Trailer harness, trailer sway control * Driver and passenger power remote black folding outside mirrors, driver convex spotter outside mirror * Front and rear black bumpers, with front black rub strip/fascia accent, front tow hooks rear step * Aero-composite halogen fully automatic headlamps with delay-off feature * Additional exterior lights include pickup cargo box light, remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	282 hp @ 6,250 rpm	Torque	253 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170	2nd gear ratio	2.340
3rd gear ratio	1.520	4th gear ratio	1.140
5th gear ratio	0.860	6th gear ratio	0.690
Reverse gear ratio	3.400	Curb weight	4,587 lbs.
GVWR	6,300 lbs.	Front	3,375 lbs.
Rear GAWR	3,300 lbs.	Payload	1,660 lbs.
Front curb weight	2,726 lbs.	Rear curb weight	1,861 lbs.
Front spring rating	3,375 lbs.	Rear spring rating	3,300 lbs.
Front tire/wheel capacity	3,650 lbs.	Rear tire/wheel capacity	3,650 lbs.
Towing capacity	7,200 lbs.	5th-wheel towing capacity	7,100 lbs.
Front legroom	43.9 "	Rear legroom	33.5 "
Front headroom	40.8 "	Rear headroom	40.3 "
Front hiproom	62.5 "	Rear hiproom	64.7 "
Front shoulder room	66.7 "	Rear shoulder room	65.8 "
Passenger area volume	116.0 cu.ft.	Length	231.9 "
Body width	79.9 "	Body height	76.9 "
Wheelbase	145.0 "	Turning radius	23.5 '
Fuel tank	23.0 gal.	Exterior cargo length	78.9 "
Exterior cargo minimum width	50.6 "	Exterior cargo volume	62.3 cu.ft.
Exterior cargo pickup box depth	21.4 "	Exterior cargo maximum width	65.2 "
Exterior cargo pickup	interior maximum cargo volume		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Prepared For:
Mr. Charlie Lydon
City of Edgerton
Edgerton, Kansas
Phone: (913) 893-6231

Prepared By:
Christopher Lawson
Olathe Ford Commercial
1845 E. Sante Fe
Olathe, Kansas, 66062
Phone: (417) 288-9649
Fax: (913) 829-1804

Standard Equipment

2015 Ford F-150

4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

Powertrain
3.5L V-6 DOHC SMPI 24 valve engine with Ti-VCT variable valve control * 200 amp alternator * 610 amp 70 amp hours (Ah) battery with run down protection * 6-speed electronic automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with electronic transfer case shift, auto locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension
Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * Electronic stability stability control with anti-roll * Independent front suspension * Front double wishbone suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" silver steel wheels with hub covers * P265/70SR17.0 OWL AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety
4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer

Comfort and Convenience
Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 6 speakers, fixed antenna * 2 1st row LCD monitors * Manual tailgate/rear door lock * 3 12V DC power outlets, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, transmission fluid temp gauge, exterior temp, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows fixed rear windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade * Glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins

Seating and Interior
Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest * 4-way adjustable driver seat * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, cabback insulator, chrome interior accents

Exterior Features
Side impact beams, aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05211595 11/3/2014

Exterior Features (Continued)

passenger's side door tailgate rear cargo door * Trailer harness, trailer sway control * Driver and passenger manual black folding outside mirrors, driver convex spotter outside mirror * Front and rear black bumpers, with front black rub strip/fascia accent, front tow hooks rear step * Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	282 hp @ 6,250 rpm	Torque	253 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170	2nd gear ratio	2.340
3rd gear ratio	1.520	4th gear ratio	1.140
5th gear ratio	0.860	6th gear ratio	0.690
Reverse gear ratio	3.400	Curb weight	4,587 lbs.
GVWR	6,300 lbs.	Front GAWR	3,375 lbs.
Rear GAWR	3,300 lbs.	Payload	1,660 lbs.
Front curb weight	2,726 lbs.	Rear curb weight	1,861 lbs.
Front spring rating	3,375 lbs.	Rear spring rating	3,300 lbs.
Front tire/wheel capacity	3,650 lbs.	Rear tire/wheel capacity	3,650 lbs.
Towing capacity	7,200 lbs.	5th-wheel towing capacity	7,100 lbs.
Front legroom	43.9 "	Rear legroom	33.5 "
Front headroom	40.8 "	Rear headroom	40.3 "
Front hiproom	62.5 "	Rear hiproom	64.7 "
Front shoulder room	66.7 "	Rear shoulder room	65.8 "
Passenger area volume	116.0 cu.ft.	Length	231.9 "
Body width	79.9 "	Body height	76.9 "
Wheelbase	145.0 "	Turning radius	23.5 '
Fuel tank	23.0 gal.	Exterior cargo length	78.9 "
Exterior cargo minimum width	50.6 "	Exterior cargo volume	62.3 cu.ft.
Exterior cargo pickup box depth	21.4 "	Exterior cargo maximum width	65.2 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Prepared For:
Mr. Charlie Lydon
City of Edgerton
Edgerton, Kansas
Phone: (913) 893-6231

Prepared By:
Christopher Lawson
Olathe Ford Commercial
1845 E. Sante Fe
Olathe, Kansas, 66062
Phone: (417) 288-9649
Fax: (913) 829-1804

Selected Options

2015 Ford F-150

4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

Vehicle Snapshot

Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: 3.73
GVWR: 6,300 lbs Payload Package

Code	Description	Class	MSRP
X1E	**Base Vehicle Price (X1E)**	STD	32,905.00
Packages			
100A	**Equipment Group 100A Base** *(998) Engine: 3.5L Ti-VCT V6 (FFV); (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X26) 3.73 Axle Ratio; (STDGV) GVWR: 6,300 lbs Payload Package; (STDTR) Tires: P265/70R17 OWL A/T : Includes OWL A/T spare tire.; (64C) Wheels: 17" Silver Steel; (C) Cloth 40/20/40 Front Seat : Includes 2-way manual driver/passenger adjustment and armrest.; (STDRD) Radio: AM/FM Stereo w/Clock & 6 Speakers*	OPT	N/C
Powertrain			
998	**Engine: 3.5L Ti-VCT V6 (FFV)** *Torque: 253 ft.lbs. @ 4250 rpm.*	INC	Included
446	**Transmission: Electronic 6-Speed Automatic** *Includes tow/haul mode.*	INC	Included
X26	**3.73 Axle Ratio**	INC	Included
STDGV	**GVWR: 6,300 lbs Payload Package**	INC	Included
Wheels & Tires			
STDTR	**Tires: P265/70R17 OWL A/T** *Includes OWL A/T spare tire.*	INC	Included
64C	**Wheels: 17" Silver Steel**	INC	Included
Seats & Seat Trim			
C	**Cloth 40/20/40 Front Seat** *Includes 2-way manual driver/passenger adjustment and armrest.*	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Selected Options Continued

Prepared For: Mr. Charlie Lydon
Prepared By: Christopher Lawson
Dealership: Olathe Ford Commercial

Code	Description	Class	MSRP
Other Options			
145WB	**145" Wheelbase**	STD	N/C
STDRD	**Radio: AM/FM Stereo w/Clock & 6 Speakers**	INC	Included
18B	**Black Platform Running Boards**	OPT	250.00
PAINT	**Monotone Paint Application**	STD	N/C
Fleet Options			
85A	**XL Power Equipment Group** *Autolamp Auto On/Off Headlamps : Includes rainlamp windshield wipers.; (942) Daytime Running Lamps : On/Off cluster controllable.; Dual Power Sideview Mirrors w/Black Skull Caps : Includes manual-folding.; Illuminated Entry; MyKey : Owner controls feature.; Perimeter Alarm; Power Door Locks : Includes flip key and integrated key transmitter keyless-entry (includes Autolock).; Power Tailgate Lock; Power Front & Rear Windows*	OPT	1,170.00
942	**Daytime Running Lamps** *On/Off cluster controllable.*	INC	Included
Interior Colors For : Primary w/XL (SuperCab)			
CG	**Dark Earth Gray**	OPT	N/C
Primary Colors For : Primary w/XL (SuperCab)			
YZ	**Oxford White**	OPT	N/C

Vehicle Subtotal	**$34,325.00**
Destination	**$1,195.00**
Vehicle Subtotal (including Destination)	**$35,520.00**

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Prepared For:
Mr. Charlie Lydon
City of Edgerton
Edgerton, Kansas
Phone: (913) 893-6231

Prepared By:
Christopher Lawson
Olathe Ford Commercial
1845 E. Sante Fe
Olathe, Kansas, 66062
Phone: (417) 288-9649
Fax: (913) 829-1804

Quotation

2015 Ford F-150

4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

	MSRP
Base Vehicle Price	32,905.00
Factory Options	1,420.00
Destination	1,195.00
Vehicle Total	**35,520.00**
Pre-Tax Adjustments	
GOVERNMENT DISCOUNT	-11,482.00
Total Pre-Tax Adjustments	**-11,482.00**
Grand Total	**24,038.00**

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Printed on November 25, 2014 at 16:52
Price Level: 525 **QuoteID: <None>**

Prepared For:
Mr. Charlie Lydon
City of Edgerton
Edgerton, Kansas
Phone: (913) 893-6231

Prepared By:
Christopher Lawson
Olathe Ford Commercial
1845 E. Sante Fe
Olathe, Kansas, 66062
Phone: (417) 288-9649
Fax: (913) 829-1804

Dimensions & Capacities

2015 Ford F-150

4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

Description	Value
Dimensions and Capacities	
Output	282 hp @ 6,250 rpm
Torque	253 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
Curb weight	4,587 lbs.
GVWR	6,300 lbs.
Front	3,375 lbs.
Rear GAWR	3,300 lbs.
Payload	1,660 lbs.
Front curb weight	2,726 lbs.
Rear curb weight	1,861 lbs.
Front spring rating	3,375 lbs.
Rear spring rating	3,300 lbs.
Front tire/wheel capacity	3,650 lbs.
Rear tire/wheel capacity	3,650 lbs.
Towing capacity	7,200 lbs.
5th-wheel towing capacity	7,100 lbs.
Front legroom	43.9 "
Rear legroom	33.5 "
Front headroom	40.8 "
Rear headroom	40.3 "
Front hiproom	62.5 "
Rear hiproom	64.7 "
Front shoulder room	66.7 "
Rear shoulder room	65.8 "
Passenger area volume	116.0 cu.ft.
Length	231.9 "
Body width	79.9 "
Body height	76.9 "
Wheelbase	145.0 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Description	Value
Dimensions and Capacities	
Turning radius	23.5 '
Fuel tank	23.0 gal.
Exterior cargo length	78.9 "
Exterior cargo minimum width	50.6 "
Exterior cargo volume	62.3 cu.ft.
Exterior cargo pickup box depth	21.4 "
Exterior cargo maximum width	65.2 "
Exterior cargo maximum width	interior maximum cargo volume

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

Prepared For:
Mr. Charlie Lydon
City of Edgerton
Edgerton, Kansas
Phone: (913) 893-6231

Prepared By:
Christopher Lawson
Olathe Ford Commercial
1845 E. Sante Fe
Olathe, Kansas, 66062
Phone: (417) 288-9649
Fax: (913) 829-1804

Warranty

2015 Ford F-150

4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211595 11/3/2014

2015 Ford F-150 4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)

Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: Electronic 6-Speed Automatic

Exterior	(0 P) Oxford White
Interior	(0 I) Dark Earth Gray

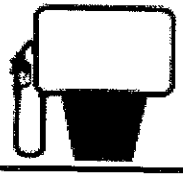
Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.5L V-6 DOHC w/SMPI 282hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P265/70R17 OWL AT S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Variable intermittent wipers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer
- Underseat ducts
- Reclining front 40-20-40 split-bench seats
- 60-40 folding rear split-bench seat

STANDARD VEHICLE PRICE	**$32,905.00**
OPTIONAL EQUIPMENT	
Equipment Group 100A Base	N/C
Engine: 3.5L Ti-VCT V6 (FFV)	INC
Transmission: Electronic 6-Speed Automatic	INC
3.73 Axle Ratio	INC
GVWR: 6,300 lbs Payload Package	INC
Tires: P265/70R17 OWL A/T	INC
Wheels: 17" Silver Steel	INC
Cloth 40/20/40 Front Seat	INC
145" Wheelbase	STD
Radio: AM/FM Stereo w/Clock & 6 Speakers	INC
Black Platform Running Boards	$250.00
XL Power Equipment Group	$1,170.00
Daytime Running Lamps	INC
Interior : Dark Earth Gray	N/C
Primary : Oxford White	N/C
Accessories and Incentives	$0.00
SUBTOTAL	**$34,325.00**
Destination	$1,195.00
TOTAL	**$35,520.00**

CITY MPG
N/A



HIGHWAY MPG
N/A

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 993 Providing for the Range of Salaries and Compensation of Various City Officers and Employees of the City of Edgerton, Kansas

Department: Administration

Background/Description of Item: In accordance with the City's Personnel Rules and Regulations, Edgerton has adopted an ordinance providing for the range of salaries and compensation of various city officers and employees.

During the 2015 budget preparation process, staff surveyed similar cities with regard to hourly rates for the City Attorney, Municipal Court Judge and the Prosecuting Attorney. To staff's knowledge a similar survey had not been completed for at least four years. Enclosed is the survey information provided by other small cities. During preparation of the budget, staff included additional dollars in the 2015 budget. Suggested rate increases are listed below.

	Current	**Proposed**
City Attorney	$800 per month; $110 hourly	$800 per month; $150 hourly
Municipal Court Judge	$75 per hour; $15 travel fee	$500 per docket; $15 travel fee
Prosecuting Attorney	$75 per hour; $15 travel fee	$110 per hour; $15 travel fee

City Attorney has drafted Ordinance No. 993 to include the recommended changes.

Enclosure: Draft Ordinance No. 993
Salary Information

Related Ordinance(s) or Statute(s):

Recommendation: Approve Ordinance No. 993 Providing for the Range of Salaries and Compensation of Various City Officers and Employees of the City of Edgerton, Kansas

Funding Source: General – General Government – Legal Services; General – Law Enforcement – Legal Services

Prepared by: Beth Linn, City Administrator
Date: February 10, 2014

ORDINANCE NO. 993

AN ORDINANCE PROVIDING FOR THE RANGE OF SALARIES AND COMPENSATION OF VARIOUS CITY OFFICERS AND EMPLOYEES OF THE CITY OF EDGERTON, KANSAS, EFFECTIVE UPON PUBLICATION AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS:

SECTION ONE:

City of Edgerton, Kansas
Base Salary Structure

Range	Job Title	Minimum	Maximum

SECTION TWO:

Position	Compensation

SECTION THREE

SECTION FOUR:

SECTION FIVE:

Law Enforcement Budget.

SALARY SURVEY AMONGST SMALL CITIES IN JOHNSON COUNTY

THOSE CITIES SURVEYED:

Baldwin City

Per city manager Chris Lowe, the Judge makes $600 per docket. There is one docket per month, oftentimes just a few cases heard.

Desoto

Per Prosecutor Amy Mitchell, prosecutor makes $110 per hour. Judge makes $500 per docket.

Eudora

Per Judge Randy McCalla, he makes $500 per docket.

Edwardsville

Per Prosecutor Amy Mitchell, prosecutor makes $110 per hour. I do not know Judge's salary.

Spring Hill

Per Judge Tim Turner, both the Judge and the prosecutor make $600 per docket. They have two dockets per month, approximately 2 hours per docket.

Westwood/Westwood Hills/Mission Woods

Per Judge Tim Turner, this is approximately $500 per docket. There are 3 dockets per month.

Lake Quivira

Per Karen Torline, prosecutor, the prosecutor makes $600 per docket. There is one docket per month.

Louisburg

Per Nate Sutton, prosecutor, the prosecutor makes $650 per docket. There are two dockets per month.

increase set Judge @ $500/docket.

set Prosecutor @ $110/hr.

* Edgerton court meets once a month.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 02-12-15A Approving An Agreement With The Secretary Of The Kansas Department Of Transportation And Burlington Northern Santa Fe Railway Company For A Grant For A Road Construction Project For The Logistics Park Kansas City

Department: Public Works

Background/Description of Item: The construction of Waverly Road from 56 Highway to 191st Street is included in the Plan of Finance Agreement signed by the City of Edgerton, Burlington Northern Santa Fe (BNSF) Railway and Edgerton Land Holding Company (ELHC). Additionally, the Plan of Finance includes a grade separation along Waverly Road at the intermodal tracks leaving Logistics Park Kansas City (LPKC). In October 2014, the Edgerton City Council approved a Letter of Intent with the Kansas Department of Transportation (KDOT) and BNSF regarding KDOT's financial contribution toward the costs to construct Waverly Road, from US-56 to 199 Street, including a grade separation. Enclosed in the draft Agreement that governs the terms of that financial contribution. Below is a summary of the major terms of the agreement.

Project Scope and Cost:
The project cost must not exceed thirty million dollars ($30MM) for all eligible costs. These eligible costs include the cost of design, construction, inspection, utility relocation, right-of-way acquisition, project management, etc. The scope of the project includes construction of Waverly Road from south of the BNSF Transcon Railroad to a new connection of Waverly Road to 199th Street. It also includes a grade separation (bridge) over the Intermodal Tracks just north of 183rd Street.

Method of Construction and Control of the Project:
The City will use the design-build method of construction. The project is a City of Edgerton led project, not a KDOT project. Because the project is city led, the method for acquisition of right-of-way and design criteria used for construction are determined by the City.

Repayment:
The City of Edgerton shall dedicate the City's Utility Sales Tax generated by properties within LPKC beginning five years after project completion. The percentage of payment increases each year as illustrated in attached installment schedule. Total repayment is twenty percent (20%) of total project cost. The ONLY funding source used for repayment of the project is LPKC Utility Sales Tax. No general fund or other city dollars will be used for this repayment.

Additional Actions:
The Agreement requires that the City of Edgerton, BNSF and ELHC amend the LPKC project agreements to dedicate the city utility sales tax to repayment of the Waverly Road project as described in the installment schedule. Those agreements must be amended before KDOT will release any funds for the project.

Enclosures: Resolution No. 02-12-15A
Draft Agreement with Kansas Department of Transportation (KDOT)
Letter of Intent with KDOT and BNSF

Related Ordinance(s) or Statute(s):

Recommendation: Approve Resolution No. 02-12-15A Approving An Agreement With The Secretary Of The Kansas Department Of Transportation And Burlington Northern Santa Fe Railway Company For A Grant For A Road Construction Project For The Logistics Park Kansas City

Funding Source: Public Infrastructure Fund – City Utility Sales Tax

Prepared by: Beth Linn, City Administrator
Date: February 9, 2014

RESOLUTION NO. 02-12-15A

RESOLUTION APPROVING AN AGREEMENT WITH THE SECRETARY OF THE KANSAS DEPARTMENT OF TRANSPORTATION AND BNSF RAILWAY COMPANY FOR A GRANT FOR A ROAD CONSTRUCTION PROJECT FOR THE LOGISTICS PARK KANSAS CITY

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

WHEREAS, the City has previously entered into certain agreements with Edgerton Land Holding Company, LLC and BNSF Railway Company ("BNSF") for the development of an intermodal facility and a logistics park; and

WHEREAS, the City desires to reconstruct Waverly Road from US-56 to 199th Street (the "Project") to provide for better access to the intermodal facility and the logistics park; and

WHEREAS, the Kansas Department of Transportation ("KDOT") is willing to provide a grant for the Project, a portion of which must be repaid as evidenced by an Agreement among the City, the Secretary of KDOT and BNSF (the "Grant"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City desires to accept approve the Grant and proceed with the construction of the Project;

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

Section 1. Approval of the Grant. The City Council hereby approves the form of the Grant.

Section 2. Execution of Grant. The Mayor of the City is hereby authorized to enter into the Grant, in substantially the form presented to and reviewed by the City Council at this meeting, with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Grant.

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

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

ADOPTED this 12th day of February, 2015.

CITY OF EDGERTON, KANSAS

By:

_____

[SEAL] Donald Roberts, Mayor

ATTEST:

_____

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

_____

Scott Anderson, Bond Counsel

Exhibit A

Form of Grant

PROJECT NO. 46 KA-3980-02
ROAD RECONSTRUCTION
CITY OF EDGERTON, KANSAS
BNSF RAILWAY COMPANY

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), **BNSF Railway Company** ("BNSF"), a Delaware corporation, and the **City of Edgerton, Kansas** ("City"), collectively, the "Parties."

RECITALS:

A. The Secretary is empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing state funds.

B. The City desires to construct a road reconstruction project, as further described in this Agreement.

C. The Parties have determined that the City's road reconstruction project will directly benefit the existing BNSF Intermodal Facility ("Intermodal Facility") and Logistics Park Kansas City ("LPKC") in Edgerton, Kansas, and will provide overall benefits to the State's transportation system.

D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"BNSF"** means BNSF Railway Company, with its place of business at 2500 Lou Menk Drive, AOB-3, Fort Worth, TX 76131.

3. **"City"** means the City of Edgerton, Kansas, with its place of business at 404 E Nelson Street, Edgerton, KS 66021.

DRAFT

4. **"City's UST"** means the City's retailers' sales taxes on utilities generated in connection with utility services on the Site.

5. **"Condition Precedent"** means the conditions specified in Article II, paragraph 3, and Article III, paragraph 14 (c)(i) which must occur or be satisfied prior to the Secretary becoming obligated to make payments under Article II, paragraph 2.

6. **"Construction"** means the work done on the Project, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

7. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

8. **"Contractor"** means the entity awarded the Design Build contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **"Design Build"** means a project for which the design and construction services are furnished under one contract.

10. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project.

11. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

12. **"Guaranteed Maximum Price"** or **"GMP"** means the maximum specified contract sum for which the Contractor under the Design Build contract has agreed to design and construct the Project.

13. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.

DRAFT

14. **"Installment Schedule"** means the step-up percentage increase schedule of annual reimbursement payments the City is required to pay to the Secretary, as set forth in Article III, paragraph 14(c) of this Agreement.

15. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

16. **"KDOT's Contribution"** means the total dollar amount which KDOT contributes to the Project, which amount shall not exceed thirty million dollars ($30,000,000.00).

17. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf, reasonably determines are not Participating Costs.

18. **"Notice of Acceptance"** means a written notification from the City to the Contractor certifying that the Project has been completed in accordance with the Design Build contract and that the City accepts the construction provided for and contemplated by the Design Build contract.

19. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

20. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, the City, and BNSF.

21. **"Project"** means all phases and aspects of the Design Build endeavor to be undertaken by the City for the **reconstruction of Waverly Road, from US-56 to 199th Street, in Edgerton, Kansas**, and is the subject of this Agreement.

22. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans and the Design Build contract.

23. **"Proposer"** means the entity submitting a response to the RFQ.

24. **"RFQ"** means the request for qualifications document issued by the City, and as supplemented from time to time, seeking Design Build firms to submit qualifications documentation in response to the request for qualifications, by which the City will select the Contractor to deliver the Project for a GMP.

25. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary

DRAFT

easements, and access rights, as shown on the Design Plans and the Design Build contract.

26. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

27. **"Site"** has the same meaning as the term is defined in the Public Infrastructure Financing Plan by and among the City, BNSF Railway, and Edgerton Land Holding Company, LLC, dated March 25, 2013, and as such term is expanded or re-defined in subsequent amendments.

28. **"Total Project Costs"** means the sum of the GMP under the Design Build, together with costs relating to issuance of the RFQ, Right of Way acquisition, Utilities Relocation and Construction Engineering necessary for the Project, and any other costs incurred by the City directly or indirectly in construction of the Project.

29. **"Utilities"** or **"Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the Total Project Costs for the Project, but not to exceed thirty million dollars ($30,000,000.00) (hereinafter referred to as "KDOT's Contribution"), subject to the terms and conditions contained in this Agreement.

2. **Progress Payments.** The Secretary will assign a KDOT employee to internally monitor the Project's general progress and to coordinate payments to the City. Payments to the City will be based on invoices received by the City for all Participating Costs, which include invoices from the Design Build Contractor, from other consultants providing services in connection with the Project, for the City's acquisition of Right of Way, and for costs associated with utilities relocation. Subject to Article II, Paragraph 3, below, the Secretary agrees to make partial payments to the City for amounts not less than $1,000. The City agrees to deliver to KDOT copies of all invoices received by the City not more than once a month, and KDOT agrees to promptly pay to the City the amount of all invoices submitted (excluding any disputed or contested amounts) so long as the amount of all invoices submitted and paid to date does not exceed KDOT's Contribution. Upon receipt of funds from KDOT, the City shall promptly pay all invoices previously submitted. However, KDOT and the City agree that KDOT shall not make any payment to the City under this paragraph until the Condition Precedent set forth in Article II, Paragraph 3, below, has been satisfied. After payment by KDOT of the first monthly set of invoices received from the City, the City shall submit to KDOT, with all subsequent

DRAFT

invoices, proof that all invoices submitted to KDOT for the prior month for which KDOT has delivered funds to the City have been paid..

3. **Condition Precedent to the Secretary's Obligations.** The Secretary's performance of his obligations under Article II, Paragraphs 1 and 2, are specifically conditioned upon occurrence of the Condition Precedent of execution and deliverance of the Amendatory Documents as set forth in Article III, Paragraph 14 (c)(i), below.

4. **Inspections by KDOT.** Representatives of the Secretary and/or KDOT, at their own cost, may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable for KDOT's benefit. The Secretary does not undertake (for the benefit of the City, the Contractor, or any third party) the duty to perform day-to-day detailed inspection of the Project or to identify the Contractor's errors, omissions or deviations from the Design Build contract.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Design Build Procurement.** The City shall implement a Design Build procurement process in which the City will issue an RFQ to obtain Design Build proposals for the Project. If the estimated Total Project Costs for the Project under the selected proposal will exceed the amount of KDOT's Contribution, the City is responsible for all costs for the Project exceeding the amount of KDOT's Contribution, unless prior to the City awarding the Design Build contract, or the beginning of any Construction activities, whichever occurs later, the City and the Secretary, by separate ancillary agreement or an amendment to this Agreement, revise the amount of KDOT's Contribution or have otherwise determined their respective obligations with regard to payment of Total Project Costs in excess of KDOT's Contribution.

3. **Design Build Administration by City.** The City shall administer the Project in accordance with the Design Build contract and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

4. **Design and Specifications.** The City shall have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the City's established procedures, criteria, and industry standards and the latest version, as adopted by the City, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

DRAFT

5. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Contractor retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Contractor's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Contractor or the City.

6. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

7. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or Secretary's authorized representatives or employees.

8. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

9. **Right of Way.** The City will, in its own name, as provided by law, acquire or will cause to be acquired by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans and Design Build contract. The City agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

10. **Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the Design Build contract.

11. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits.

DRAFT

The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local government standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

12. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans and Design Build contract, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference.

DRAFT

(c) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

13. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance as part of its annual budget process.

14. **City's Financial Obligation.**

(a) Costs Exceeding KDOT's Contribution. The City is responsible for one hundred percent (100%) of costs incurred for the Project, of any kind or nature, exceeding the amount of KDOT's Contribution.

(b) Non-Participating Costs. The City shall pay the total cost of all Non-Participating Costs incurred for the Project.

(c) Partial Reimbursement of Costs. The City shall commit and pay to the Secretary but only from the source identified in subparagraph (i) below, an amount equal to twenty percent (20%) of KDOT's Contribution for the Project as reimbursement of costs previously paid by the Secretary, in accordance with the Installment Schedule set forth below in subparagraph (ii).

(i) Dedicated Funding Source. For purposes of securing payment, the City agrees to designate the City's UST as a dedicated funding source during the term of this Agreement. The City will cause the existing Project Agreement, dated March 25, 2013, and Public Infrastructure Financing Plan dated March 25, 2013, by and among the City, BNSF Railway, and Edgerton Land Holding Company, LLC (collectively, the "Underlying Agreements") to be amended to reflect use of City's UST as a dedicated funding source to be used to pay to the Secretary under this Agreement (collectively, the "Amendatory Documents"). Further, the Amendatory Documents will provide that the Secretary will be granted approval rights to any proposed amendment to any provision or contract term in the Underlying Agreements or amendments thereto that would alter, modify, or otherwise reduce the amount of the City's UST to be used as a dedicated funding source to the Secretary or any provision or contract term that would reduce the Site area. Full execution of the Amendatory Documents, as provided herein, and delivering copies of such Amendatory Documents to KDOT is a Condition Precedent to KDOT's obligation to make any payments to the City under Article II, Paragraphs 1 and 2, above.

(ii) Installment Schedule. The City will commence collecting the City's UST for the Secretary's benefit on the January 1 of the fifth full calendar year following the year in which the City delivers the Notice of Acceptance (the "Initial Collection Year"). Annual payments to the Secretary will commence on

DRAFT

or before December 31 of the Initial Collection Year and continue until the City has paid to the Secretary and an amount equal to twenty percent (20%) of KDOT's Contribution for the Project, to be paid on the following Installment Schedule: starting with payment in an amount equal to 10% of the City's UST for the Initial Collection Year, and thereafter increasing the annual payment due by 5% for years 2 through 9 following the Initial Collection Year; then increasing by 10% for years 10 through 13 following the Initial Collection Year, until reaching annual payment in an amount equal to 100% of the City's UST for year 14 following the Initial Collection Year and continuing through full repayment, as more specifically shown in **Exhibit A**, Pro Forma Modeling – Summary dated February 15, 2015, attached and incorporated into this Agreement by this reference.

(iii) Annual Verification. For each year in which the Installment Schedule payments are due, the City will provide audited financial reports or other acceptable documentation to the Secretary for purposes of verifying the City's UST for the previous fiscal year, but not earlier than the City's auditor delivers its annual audited financial statements to the City for acceptance.

15. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to October 24, 2014, which is the date of the letter agreement between the Secretary and the City setting forth the general terms for funding for the Project.

16. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary. In no event shall the City be required to perform an audit pursuant to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular").

17. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for any major expense associated with the Project.

18. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

DRAFT

BNSF RESPONSIBILITIES:

1. **Industrial Lead.** On or before the one hundred and eightieth (180th) day following the City's issuance of the Notice of Acceptance to the Contractor (however not before January 1, 2016) BNSF will begin construction of a rail switch on the east end of the north running track at the LPKC and a sufficient portion of an industrial rail lead that will provide rail service to the first rail user of a parcel north of the loading and off-loading area of the Intermodal Facility, and thereafter build industrial lead track west as developed rail user sites are added. The full build-out of the industrial rail lead is depicted in **Exhibit B**, attached and incorporated into this Agreement by this reference.

ARTICLE V

SPECIAL CONDITIONS:

1. **Funding Acknowledgment**. By executing this Agreement, the Parties hereby acknowledge and agree that under the present circumstances use of the Kansas Intermodal Transportation Revolving Fund, as established pursuant to K.S.A 75-5081, et seq. ("KITRF"), as a funding mechanism for the Project, is not practical. Further, it is the Parties' preference to pursue the Secretary's financial contribution in the Project or in other projects related to the Site through allocated state funds in lieu of issuance of a KITRF loan. In consideration for the Secretary's financial contribution in state funds for the Project as set forth in this Agreement, the City and BNSF Railway affirmatively pledge to support the repeal of statutory authority for the KITRF, which the Parties have agreed will not serve as a funding source for the Project.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, Design Build contract, the agreement estimate for Construction Engineering (if applicable), and all essential documents of this Agreement are hereby incorporated by reference into this Agreement and are made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The City agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.

3. **Cash Basis and Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 et seq.) and the Kansas Budget Law (K.S.A. 7925 et seq.) and at all times should be construed and interpreted so as to ensure that the City is at all times in compliance with such laws.

4. **Civil Rights Act.** The Special Attachment No. 1, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

DRAFT

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, BNSF, and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

DRAFT

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF EDGERTON, KANSAS

_____

CITY CLERK (Date)

_____

MAYOR

(SEAL)

Michael S. King, Secretary of Transportation
Kansas Department of Transportation

BY: _____

Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

BNSF RAILWAY COMPANY

BY: _____

Printed Name: _____
Title: _____
Date: _____

DRAFT

EXHIBIT A: KDOT Grant Reimbursement

Pro Forma Modeling—Summary

Year	Projected Utility Sales Tax	EXISTING OBLIGATIONS SRF Loans	GO Bonds (Quiet Zone)	Reimburse. Agreements†	Other Obligations	TOTAL Obligations	KDOT Grant Reimbursement	Req'd Share of Sales Tax	Notes
2013	-	-	-	-	853,500	853,500	-	-	
2014	11,618	243,104	7,281	-	813,950	1,064,335	-	-	Project
2015	15,604	698,931	8,623	391,400	25,000	1,123,954	-	-	Accepted in
2016	25,238	698,931	18,623	510,300	25,000	1,252,854	-	-	**2016**
2017	35,251	698,931	18,548	515,400	25,000	1,257,879	-	-	
2018	45,655	698,931	23,448	514,600	25,000	1,261,979	-	-	
2019	56,460	698,931	23,260	513,200	25,000	1,260,391	-	-	Initial Collection
2020	67,680	698,931	23,043	511,200	25,000	1,258,174	-	-	Year in
2021	79,326	698,931	22,780	513,600	25,000	1,260,311	7,933	10%	**2021**
2022	91,410	698,931	22,480	515,100	25,000	1,261,511	13,712	15%	
2023	103,947	698,931	22,143	515,700	25,000	1,261,774	20,789	20%	
2024	116,948	698,931	21,783	515,400	25,000	1,261,114	29,237	25%	
2025	130,427	698,931	21,400	514,200	25,000	1,259,531	39,128	30%	
2026	144,399	698,931	20,995	517,100	25,000	1,262,026	50,540	35%	
2027	158,878	698,931	20,568	518,800	25,000	1,263,299	63,551	40%	
2028	162,056	698,931	20,118	519,300	25,000	1,263,349	72,925	45%	
2029	165,297	698,931	19,645	518,600	25,000	1,262,176	82,648	50%	
2030	168,603	698,931	19,150	521,700	25,000	1,264,781	101,162	60%	
2031	171,975	698,931	18,625	518,300	25,000	1,260,856	120,382	70%	
2032	175,414	698,931	23,100	518,700	25,000	1,265,731	140,331	80%	
2033	178,922	698,931	22,350	522,600	25,000	1,268,881	161,030	90%	
2034	182,501	-	21,600	524,700	25,000	571,300	182,501	100%	
2035	186,151	-	20,800	-	25,000	45,800	186,151	100%	
2036	189,874	-	-	-	25,000	25,000	189,874	100%	
2037	193,671	-	-	-	25,000	25,000	193,671	100%	
2038	197,545	-	-	-	25,000	25,000	197,545	100%	
2039	201,496	-	-	-	25,000	25,000	201,496	100%	
2040	205,526	-	-	-	25,000	25,000	205,526	100%	
2041	209,636	-	-	-	25,000	25,000	209,636	100%	
2042	213,829	-	-	-	25,000	25,000	213,829	100%	
2043	218,105	-	-	-	25,000	25,000	218,105	100%	
2044	222,468	-	-	-	25,000	25,000	222,468	100%	
2045	226,917	-	-	-	25,000	25,000	226,917	100%	
2046	231,455	-	-	-	25,000	25,000	231,455	100%	
2047	236,084	-	-	-	25,000	25,000	236,084	100%	
2048	240,806	-	-	-	25,000	25,000	240,806	100%	
2049	245,622	-	-	-	25,000	25,000	245,622	100%	
2050	250,535	-	-	-	25,000	25,000	250,535	100%	

† Presumes refinancing of existing reimbursement agreements over 20 years at 6% interest.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
Office of the Secretary

Phone: 785-296-3285
Fax: 785-296-0287
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Mike King, Secretary
Jerome T. Younger, P.E. ,
Deputy Secretary and
State Transportation Engineer

Sam Brownback, Governor

October 24, 2014

Mayor Donald Roberts
404 E. Nelson
Edgerton, Kansas 66021

Re: Reconstruction of Waverly Road, from US-56 to 199th Street, Edgerton, KS

Mayor Roberts:

This letter is to outline the agreement reached, in principle, between the Secretary of Transportation for the State of Kansas, Kansas Department of Transportation (KDOT), the City of Edgerton, and BNSF Railway Company, with regard to KDOT's financial contribution toward the costs of the City's design build project for reconstruction of Waverly Road, from US-56 to 199th Street, in Edgerton, Kansas (the "Project"). The above-identified parties contemplate that the proposed Project will directly benefit the existing BNSF Intermodal Facility and Logistics Park Kansas City (the "LPKC") and will also provide overall benefits to the State's transportation system.

KDOT will reimburse the City for 100% of the guaranteed maximum price (GMP), but not to exceed $30,000,000.00 for the Project, subject to the following conditions, which will be further specified in the parties' formal agreement:

1. The City will pay to KDOT an amount equal to 20% of the GMP for the Project for reimbursement of costs previously paid by KDOT, representing the City's share of 20% of the GMP for the Project. The dedicated funding source for the City's payment will be revenue derived from City's retailers' sales taxes on utilities generated in connection with utility services on the Site (as the term "Site" is defined in the Public Infrastructure Financing Plan dated March 25, 2013, and subsequent amendments) (the "City's UST"). Payment in annual installments will commence 5 years after Project completion (estimated start date is July 1, 2021) and continue until paid in accordance with a step-up percentage increase schedule, starting with payment in an amount equal to 10% of the City's UST for year 1, and thereafter increasing by 5% for years 2 through 9; by 10% for years 10 through 13, until reaching annual payment in an amount equal to 100% of the City's UST for years 14 through repayment. See attached illustrative Pro Form Modeling –Summary dated October 15, 2014. For each year in the repayment term, the City will provide audited financial reports or other acceptable documentation to KDOT for purposes of verifying the City's total UST for the previous fiscal year.

2. The City will cause the parties to the existing Project Agreement, dated March 25, 2013, and Public Infrastructure Financing Plan dated March 25, 2013 (collectively, the

"Underlying Agreements") to execute amendatory document(s) to reflect use of City's UST as a dedicated funding source to be used to pay to KDOT as set forth above. Further, in the Underlying Agreements, KDOT will be granted approval rights to any provision or contract term that would alter, modify, or otherwise reduce the amount of the City's UST to be used as a dedicated funding source to KDOT or any provision or contract term that would reduce the Site area of the LPKC. The amendatory document(s) will be executed prior to or contemporaneously with the contemplated formal agreement with KDOT.

3. KDOT will assign a KDOT employee to monitor the Project's progress and to coordinate reimbursement to the City, which will be based on invoices received by the City from the design build contractor.

4. After Project completion, but no later than December 31, 2016, BNSF Railway will construct a rail switch on the east end of the north running track at the LPKC and a sufficient portion of an industrial rail lead that will provide rail service to the first rail user of a parcel north of the loading and off-loading area of the LPKC, and thereafter build industrial lead track west as rail user sites are added.

The contemplated formal agreement between the parties will include a provision to address the possible scenario in which the proposed design build contractor offers a GMP that exceeds $30,000,000.00. In such an event, the agreement will prohibit the City from awarding the design build contract without KDOT's approval and require a written amendment which sets out the parties' respective obligations for costs in excess of $30,000,000.00.

Further, the contemplated formal agreement will include the parties' acknowledgments concerning the inefficacy of the Kansas Intermodal Transportation Revolving Fund, K.S.A. 75-5081, *et seq.* (KITRF) under the present financial circumstances and KDOT's financial contribution in lieu of KITRF loan issuance. To that affect, non-KDOT parties by executing the agreement will affirmatively pledge to support the repeal of statutory authority for the KITRF as a funding mechanism for the Project.

This letter presents the key terms of KDOT's commitment with regard to participating in the costs of the City's design build project for reconstruction of Waverly Road. We contemplate that after acceptance/approval of this letter of understanding, KDOT, the City, and BNSF Railway Company will develop and enter into a formal agreement setting forth the specific terms and conditions of their respective commitments, obligations, and responsibilities with regard to KDOT's contribution.

Sincerely,

Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

Accepted on behalf of the City of Edgerton, KS

By: _____
Donald Roberts, Mayor

By: _____
Beth Linn, City Administrator

Agreed to and acknowledged by BNSF Railway Company

By: _____
Name/Title: _____

cc: Barb Rankin, Chief Counsel, Kansas Department of Transportation
Scott Anderson, SA Legal Advisors LC (via e-mail: SAnderson@SALegalAdvisors.com)
Pete Heaven, Lathrop & Gage, LLP (via e-mail: pheaven@lathropgage.com)

KDOT Grant Reimbursement

Pro Forma Modeling—Summary

Year	Projected Utility Sales Tax	EXISTING OBLIGATIONS					KDOT Grant Reimbursement	
		SRF Loans	GO Bonds (Quiet Zone)	Reimburse. Agreements†	Other Obligations	TOTAL Obligations		
2013	-	-	-	-	853,500	853,500	-	
2014	11,618	243,104	7,281	-	813,950	1,064,335	-	
2015	15,604	698,931	8,623	391,400	25,000	1,123,954	-	
2016	25,238	698,931	18,623	510,300	25,000	1,252,854	-	
2017	35,251	698,931	18,548	515,400	25,000	1,257,879	-	
2018	45,655	698,931	23,448	514,600	25,000	1,261,979	-	
2019	56,460	698,931	23,260	513,200	25,000	1,260,391	-	
2020	67,680	698,931	23,043	511,200	25,000	1,258,174	-	
2021	79,326	698,931	22,780	513,600	25,000	1,260,311	7,933	10%
2022	91,410	698,931	22,480	515,100	25,000	1,261,511	13,712	15%
2023	103,947	698,931	22,143	515,700	25,000	1,261,774	20,789	20%
2024	116,948	698,931	21,783	515,400	25,000	1,261,114	29,237	25%
2025	130,427	698,931	21,400	514,200	25,000	1,259,531	39,128	30%
2026	144,399	698,931	20,995	517,100	25,000	1,262,026	50,540	35%
2027	158,878	698,931	20,568	518,800	25,000	1,263,299	63,551	40%
2028	162,056	698,931	20,118	519,300	25,000	1,263,349	72,925	45%
2029	165,297	698,931	19,645	518,600	25,000	1,262,176	82,648	50%
2030	168,603	698,931	19,150	521,700	25,000	1,264,781	101,162	60%
2031	171,975	698,931	18,625	518,300	25,000	1,260,856	120,382	70%
2032	175,414	698,931	23,100	518,700	25,000	1,265,731	140,331	80%
2033	178,922	698,931	22,350	522,600	25,000	1,268,881	161,030	90%
2034	182,501	-	21,600	524,700	25,000	571,300	182,501	100%
2035	186,151	-	20,800	-	25,000	45,800	186,151	100%
2036	189,874	-	-	-	25,000	25,000	189,874	100%
2037	193,671	-	-	-	25,000	25,000	193,671	100%
2038	197,545	-	-	-	25,000	25,000	197,545	100%
2039	201,496	-	-	-	25,000	25,000	201,496	100%
2040	205,526	-	-	-	25,000	25,000	205,526	100%
2041	209,636	-	-	-	25,000	25,000	209,636	100%
2042	213,829	-	-	-	25,000	25,000	213,829	100%
2043	218,105	-	-	-	25,000	25,000	218,105	100%
2044	222,468	-	-	-	25,000	25,000	222,468	100%
2045	226,917	-	-	-	25,000	25,000	226,917	100%
2046	231,455	-	-	-	25,000	25,000	231,455	100%
2047	236,084	-	-	-	25,000	25,000	236,084	100%
2048	240,806	-	-	-	25,000	25,000	240,806	100%
2049	245,622	-	-	-	25,000	25,000	245,622	100%
2050	250,535	-	-	-	25,000	25,000	250,535	100%

† Presumes refinancing of existing reimbursement agreements over 20 years at 6% interest.

October 15, 2014

Modeling based on $25MM grant with 20% reimbursement. Actual reimbursements subject to change based on percentage applied to actual revenues received.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Design-Build Agreement With Clarkson Construction Company For Waverly Road Project

Department: Public Works

Background/Description of Item: In October 2014, the Edgerton City Council approved a Letter of Intent with the Kansas Department of Transportation (KDOT) and BNSF regarding KDOT's financial contribution toward the costs to construct Waverly Road, from US-56 to 199 Street, including a grade separation. Based on that Letter of Intent the City of Edgerton issued a Request for Qualifications (RFQ) seeking qualifications from Design/Build Teams for design and construction of Waverly Road generally from Highway 56 to a new connection with 199th Street. The project includes construction of approximately three miles of concrete roadway and a grade separation at the BNSF Railway Intermodal tracks leaving the Logistics Park Kansas City.

RFQ submittals were due in December 2014. The City received five submittals. The selection committee (City Administrator, Community Development Director, City Engineer, KDOT Project Liaison and Johnson County Liaison) short-listed three firms to interview. Interviews were conducted January 8th. The selection committee selected the Clarkson-HDR team as the best, most qualified team for the project.

The structure of design-build for the Waverly Road is similar to structure used for the Big Bull Creek Wastewater Treatment Facility. Clarkson-HDR has prepared a Design-Build Agreement to break the project into two phases, preliminary design-build and design build. The preliminary phase includes the completion of design to approximately 30% which enables the team to determine a Guaranteed Maximum Price (GMP) for completion of the Project and prepare a Project Progress Schedule. That GMP would be presented to the Edgerton City Council for approval. Edgerton City Council could then approve the GMP to continue project construction or negotiate an acceptable GMP. Additionally, KDOT has offered to provide a third party verification for reasonableness once the GMP is developed. Staff anticipates the GMP will be presented to City Council in April.

Included with the packet is a draft agreement. City Attorney continues to refine the agreement with the Design-Build team and will review any changes with City Council at the February 12th meeting.

Enclosures: Draft Agreement with Clarkson-HDR
Preliminary Guaranteed Maximum Price Budget

Related Ordinance(s) or Statute(s):

Recommendation: Approve Design-Build Agreement With Clarkson Construction Company For Waverly Road Project in the amount of $675,374.87 for the Preliminary Design Build Scope

Funding Source: Kansas Department of Transportation Grant

Prepared by: Beth Linn, City Administrator
Date: February 9, 2014

DESIGN-BUILD AGREEMENT

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

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

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

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

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

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

ARTICLE I
Scope of Services

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

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

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

DRAFT

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

ARTICLE II
Compensation

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

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

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

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

ARTICLE III
Time and Liquidated Damages

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

Design-Build Contractor may request extensions of time stating fully the reasons for such request. An extension in time shall be granted to the Design-Build Contractor for delays reasonably recognized by the City as unavoidable. Extensions for unavoidable delays shall be made in accordance with Article VII herein **[I STILL DON'T GET THIS REFERENCE?? IS IT REFERRING TO A DIFFERENT ARTICLE – IF YES, I DON'T SEE ANOTHER ARTICLE THAT DEALS WITH BEING LATE???]**. In absence of written directions to the contrary, receipt of a Change Order shall be the Design-Build Contractor's Notice to Proceed thereon. For Change Orders involving an extension in time only, with no change in project scope, the Design-Build Contractor may request reimbursement from the City of project management expenses directly associated with said time extension at a rate not to exceed documented actual costs.

DRAFT

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

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

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

ARTICLE IV
City's Responsibilities

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

1. Attend construction meetings.

2. Provide prompt and expeditious reviews of submitted documents, plans, information, and materials and provide timely communications so as to not unnecessarily delay the Design-Build Contractor's performance of the Work.

3. Negotiate for rights-of-way and easements necessary to complete the project; City shall pay negotiated compensation to property owners for such rights-of-way and easements.

4. City Engineer David Hamby shall be the primary point of contact for the City through whom all communications to the Design-Build Contractor shall be issued.

ARTICLE V
Design-Build Contactor's Responsibilities

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

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

DRAFT

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

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

2. File acceptable Certificates of Insurance with the City within ten (10) days of the execution of the Contract. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior Written Notice has been given to the City. At the discretion of the City, the Design-Build Contractor shall file copies of endorsed insurance policies with the City prior to commencement of the Work. Copies of the Certificate of Insurance for the Design-Build Contractor are attached as Exhibit G-1.

3. Procure and maintain at its own expense, while this Agreement is in effect, in accordance with the provisions of the law of the State of Kansas, Workers' Compensation Insurance, including occupational disease provisions, for all of Design-Build Contractor's employees at the site of the Project and in case any Work is sublet, the Design-Build Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Design-Build Contractor. In case any class of employees engaged in hazardous Work under these Contract documents at the site of the Project is not protected under Workers' Compensation statute, the Design-Build Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

4. Procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permits, Railroad Crossing Agreements, Corps of Engineers Permits) regardless of who secured the license, permit or agreement.

DRAFT

5. Require the Engineer to maintain Professional Liability Insurance as set forth on Exhibit H, but this insurance shall not relieve Design-Build Contractor of any indemnity obligations set forth herein or liability occasioned by alleged negligence or liability on the part of Engineer. A copy of the Engineer's Certificate of Insurance is attached as Exhibit H-1.

6. Obtain, furnish and deliver to the City, Payment and Performance Bonds prior to, and as a condition precedent to, commencement of the Work on the Site. The Payment and Performance Bonds shall be furnished on behalf of the Design-Build Contractor, shall name the City as obligee, and shall be in the penal sum equal to the Guaranteed Maximum Price. The Payment and Performance Bonds shall be in the forms set forth as Exhibit E and F hereto, and shall be issued by the Surety. All premiums for the Payment and Performance Bonds shall be a Cost of the Work.

7. Employ persons qualified to efficiently perform the obligations and duties of the Design-Build Contractor under this Agreement. If the City shall so direct, the Design-Build Contractor shall remove from the project any engineer, architect, surveyor, appraiser or other person employed by the Design-Build Contractor in connection with the work, and it is agreed that such removal will not have any material impact on the delivery of the Scope by the Design-Build Contractor as outlined in this Agreement, nor shall such removal have any impact on the GMP. The primary point of contact for the Design-Build Contractor through whom all communication is issued shall be Thomas F. Kellerman, P.E.

8. Scopes of Work and Change Orders prepared by the Design-Build Contractor will be delivered to the City.

ARTICLE VI
Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Kansas.

2. Assignment. The rights and obligations of a party under this Agreement shall not be assigned without the approval in writing of the City and Design-Build Contractor.

3. Binding on Successors. The City and the Design-Build Contractor each is hereby bound, and the stockholders, members, partners, successors, administrators and legal representatives of the City and the Design-Build Contractor are hereby bound, to each other party in respect of all covenants and obligations of this agreement.

4. Reuse of Information. The materials provided as part of the PGMP Services ("Preliminary Design Workproduct") represent preliminary design documents prepared by Engineer, and as such are conceptual in nature and not suitable for use as construction documents until such time that all field verification, permitting approvals design inputs, interdisciplinary coordination, quality control review, and City approval of final design ("Final Design Workproduct") is obtained.

   a. Transfer of Preliminary Design Workproduct and Final Design Workproduct. All reports, design documents, surveys, presentation graphics, creative products and other materials or information created by the Engineer as Preliminary Design Workproduct or Final Design Workproduct will be transferred to City, except for Excluded IP. Excluded IP is (i) intellectual property owned by Engineer or Design-

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

b. Re-use of Preliminary Design Workproduct and Final Design Workproduct. Subject to the following conditions, City shall have the right to re-use the Preliminary Design Workproduct and Final Design Workproduct, except Excluded IP, without verification or adaptation by the Engineer or Design-Build Contractor in this Project after termination of this Agreement for any reason, in any other project or for any other purpose:

   i. All re-use shall be at the sole cost and risk of City and/or any other party obtaining access to the Preliminary Design Workproduct or Final Design Workproduct directly or indirectly from City, without liability of Engineer or Design-Build Contractor.

   ii. No re-use of the Preliminary Design Workproduct or Final Design Workproduct for purposes other than those related to the Project will be made until Engineer's title block, seal and signature have been removed.

   iii. No additional compensation will be made to the Engineer or Design-Build Contractor for the permitted re-use.

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

6. Intentionally Omitted

7. Warranty.

DRAFT

7.1 The Design-Build Contractor shall warrant all Materials and Equipment furnished and Work performed for one year after the City accepts the Work to be free from all defects due to faulty materials, equipment or workmanship, and the Design-Build Contractor shall promptly make corrections as may be necessary by reason of such defects and the repairs of any damage to other parts of the Work, including damages to adjacent existing improvements, utilities, pavement and so forth, resulting from such defects. All materials, equipment or work incorporated in correcting such defects shall also be warranted and guaranteed to conform to the requirements of this Agreement. Additionally, Design-Build Contractor shall provide a one-year warranty for the Project as a whole, said period to begin on the date that the City indicates in writing that the Project is complete and accepted by the City.

7.2 The City will give Written Notice to the Design-Build Contractor of observed defects with reasonable promptness. If for any reason the Design-Build Contractor shall fail to make any such repairs, adjustments, including other Work that may be made necessary by such defects, within twenty (20) days after the date such notice is serviced upon the Design-Build Contractor (or if the repairs or adjustments are of a nature that they cannot be completed within twenty (20) days even with Design-Build Contractor diligently pursuing same), the City will have the right and authority to correct or cause the correction of the defects, including that which may be made necessary by said defects, and charge the Design-Build Contractor for all costs thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

8. Termination for Default.

8.1 Default. If the Design-Build Contractor refuses or fails to perform any of the provision of this Agreement with such diligence as will ensure its completion within agreed times, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Design-Build Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Design-Build Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

8.2 Compensation. The City shall pay the Design-Build Contractor the costs and expenses and reasonable profit for design-build services performed by the Design-Build Contractor and its subcontractors prior to receipt of the notice of termination; however, the City will withhold such sums as the City deems to be reasonably necessary to protect the City against loss caused by the Design-Build Contractor because of the default.

8.3 Excuse for Nonperformance or Delayed Performance. The Design-Build Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if the Design-Build Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as, acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, material shortages, or other labor disputes beyond the control of Design-Build Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Design-Build Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Design-Build Contractor to meet the

DRAFT

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

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

9. Termination for Convenience.

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

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

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

(a) All costs and expenses incurred by the Design-Build Contractor (including payments to the Engineer) for work accepted by the City prior to the Design-Build Contractor's receipt of the notice of termination, plus a 10% profit for said work.

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

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

10. Disputes.

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

DRAFT

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

10.2 The City shall immediately furnish a copy of the decision to the Design-Build Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

10.3 Any such decision shall be final and conclusive, unless fraudulent, or the Design-Build Contractor brings an action seeking judicial review of the decision in the Johnson County District Court.

10.4 The Design-Build Contractor shall comply with any decision of the City and proceed diligently with performance of this Agreement pending final resolution by the Johnson County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the City, provided, however, that in any event the Design-Build Contractor shall proceed diligently with the performance of the Agreement where the City has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

11. Representations. The Design-Build Contractor certifies that:

11.1 The prices submitted are independently arrived at without collusion.

11.2 The Design-Build Contractor has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.

11.3 The Design-Build Contractor represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

12. Equal Employment Opportunity. During the performance of this Agreement, the Design-Build Contractor agrees as follows:

12.1 The Design-Build Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, or ancestry. The Design-Build Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design-Build Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required legal notices setting forth the provisions of this non-discrimination clause.

12.2 The Design-Build Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Build Contractor, state that all qualified applicants will receive

DRAFT

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

12.3 The Design-Build Contractor will cause the foregoing Equal Opportunity provisions to be inserted in all subcontracts for any work covered by this Agreement but such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12.4 The Design-Build Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

12.5 If the Design-Build Contractor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Design-Build Contractor may be declared ineligible for any further City contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the Design-Build Contractor shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.

12.6 The Design-Build Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS §2000d et. Seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C § 12101, and amendments thereto; and the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp.) and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.

12.7 The Design-Build Contractor and the City, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

12.8 The Design-Build Contractor will be required to conform to Affirmative Action and Equal Opportunity Requirements prior to the execution of this Agreement.

ARTICLE IX
Exhibits

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

Exhibit A. Basic Services and Related Matters

DRAFT

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

DRAFT

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

CITY OF EDGERTON, KANSAS404 East Nelson
Edgerton, Kansas 66021

_____
Donald Roberts, Mayor

(Seal)

ATTEST:

_____
Janiece Rawles, City Clerk

APPROVED AS TO FORM:

_____
Patrick G. Reavey, City Attorney

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

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

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

DRAFT

EXHIBIT A
BASIC SERVICES AND RELATED MATTERS

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

A. Surveys, mapping, and initial utility contacts.

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

B. Geotechnical Investigations.

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

C. Preliminary Plans – Deliverable.

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

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

D. Right-of-Way Services.

DRAFT

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

E. Environmental and Permitting Services.

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

F. Final Plans.

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

G. Construction.

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

H. Construction Monitoring and Project Close-Out.

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

DRAFT

EXHIBIT B
COST OF THE WORK

1. "Cost of the Work". The Term "Cost of the Work" shall mean costs incurred by the Design-Build Contractor in the performance of the Work. The following are categories of cost and expense to be approved by the City and paid by City to the Design-Build Contractor as Cost of the Work:

2. Construction Costs

2.1 Labor Costs

2.1.1 Wages of Workers directly employed by the Design-Build Contractor to perform the construction of the Work at the Site or, with the City's agreement, at off-site workshops.

2.1.2 Wages or salaries of the Design-Build Contractor supervisory and administrative personnel when stationed at the Site and wages, and salaries and other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in the Design-Build Contractor's offices, including, but not limited to services rendered during the Design Phase of the Project.

2.1.3 Wages and salaries of the Design-Build supervisory and administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only that portion of their time required for the Work.

2.1.4 Costs paid or incurred by the Design-Build Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 and 2.1.3 above.

2.2 Subcontract Costs

Amounts due Subcontractors and Team subcontractors in accordance with the requirements of the Subcontracts and Team Subcontracts.

2.3 Costs of Materials and Equipment Incorporated in the Completed Construction

2.3.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

DRAFT

Exhibit C

Guaranteed Maximum Price

$_____
Completion Date:_____

CITY OF EDGERTON

By:_____
Title:_____

CLARKSON CONSTRUCTION COMPANY

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

DRAFT

Exhibit D

PGMP shall not exceed $_____

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

Preliminary Design-Build Scope of Services required to develop GMP

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

Figure 1

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

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

DRAFT

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

DRAFT

memorandum. Permits will be submitted, if sufficiently developed to do so, during the GMP Phase. A summary memorandum defining the permitting steps, strategy and schedule will also be prepared for review.

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

DRAFT

Exhibit F

Performance Bond Form

DRAFT

Exhibit G

Insurance Requirements – Design-Build Contractor

Insurance Requirements:

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

(1) COMMERCIAL GENERAL LIABILITY
$1,000,000 Per Occurrence
$2,000,000 Aggregate
Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products- **[????????]** completed operations, and personal and advertising injury. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsements CG 2010 and CG 2037, or their equivalent, copies of which are required to be attached to the certificate of insurance.

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

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

(2) AUTOMOBILE LIABILITY
$1,000,000 Per Accident
Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, it's officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds.

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
$1,000,000 Each Accident
$1,000,000 Policy Limit - Disease
$1,000,000 Each Employee – Disease
Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(4) UMBRELLA / EXCESS LIABILITY
$4,000,000 Per Occurrence
$4,000,000 Aggregate

DRAFT

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

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

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

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

DRAFT

Exhibit G-1

Certificate of Insurance

DRAFT

Exhibit H

Insurance Requirements – Engineer

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

(1) COMMERCIAL GENERAL LIABILITY
$1,000,000 Per Occurrence
$2,000,000 Aggregate
Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products- **[?????]** completed operations, and personal and
advertising injury. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, it's officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance. Engineer shall maintain this coverage for itself and for each additional insured for the duration of the project.

(2) AUTOMOBILE LIABILITY
$1,000,000 Per Accident
Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, it's officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds.

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
$1,000,000 Each Accident
$1,000,000 Policy Limit - Disease
$1,000,000 Each Employee – Disease
Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(5) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS
$1,000,000 Per Claim
$1,000,000 Aggregate
This coverage, shall apply to actual or alleged negligent wrongful acts, errors and omissions resulting in claim(s) for damages related to the work involving the operations of Engineer, and/or its sub-Engineer(s) and consultants.

(6) WAIVER OF SUBROGATION
Engineer, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, it's officers, employees, Mayor, and City Council Members,

DRAFT

volunteers and agents for recovery of damages to the extent that these damages are covered by commercial general liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

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

DRAFT

Exhibit H-1

Engineer's Certificate of Insurance

DRAFT

EDGERTON PRELIMINARY GUARANTEED MAXIMUM PRICE (PGMP) BUDGET	QUANTITY	UNIT	UNIT PRICE	TOTAL
DESIGN	1	LS	$509,918.00	$509,918.00
Design to approximately 30% plans necessary to prepare final GMP				
Includes:				
Roadway - $99,120				
Utility Coordination and Relocation - $9,002				
MOT - $8,782				
Drainage - $57,816				
Environmental & Permitting - $99,916				
Signals & Lighting - $14,858				
Structures - $41,486				
Right-of-Way - $17,090				
Survey - $31,312				
Geotechncal - $31,833				
Project Management and Administration -$98,703				
PROJECT MANAGEMENT AND ADMINISTRATION	1	LS	$160,495.81	$160,495.81
Includes:				
Design Management				
Participation in Task Force Meetings, Constructability Reviews, Etc.				
Preparation of GMP Pricing				
Project Management and Administration				
Cutting Trees to Comply with Long-eared Bat Requirements				
SUBTOTAL				$670,413.81
Performance and Payment Bond Cost ($7.40 per $1000 of Contract Amount)	1	LS	$4,961.06	$4,961.06
TOTAL PGMP BUDGET				$675,374.87