

## EXHIBIT V - 28

# **HNTB** ARCHITECTS ENGINEERS PLANNERS

7007 College  
Boulevard, Suite 150  
Overland Park,  
Kansas 66211  
(913) 491-9333  
FAX (913) 491-4865

November 28, 1995

Mr. Joe Johnson, P.E.  
City of Overland Park  
8500 Santa Fe Drive  
Overland Park, Kansas 66212

Re: 119th Street and Antioch Road Intersection Improvements

Dear Mr. Johnson:

Enclosed herewith for your consideration and approval are the following for the above referenced project:

- Three (3) copies of Change Order No. 1. (Please note, this change order will encompass the balancing of estimated contract quantities to actual construction quantities; relocation of an existing underground lighting conduit; new mast arm brackets required to remount existing signals; and the lengthening of concrete bases for traffic signal poles. Also enclosed are copies of letters from MEGA Industries with their proposed prices for this work.)

- Three (3) copies of Final Pay Estimate No. 5.
- One (1) copy of the Certificate of Engineer as to Completion.
- Consent of Surety

All punch list items have been completed except for items on the City of Overland Park's streetlighting and traffic signal punch list dated November 20, 1995 (this punch list has been forwarded to the contractor and should be completed soon). As a result, the one year maintenance will begin after final acceptance by the City.

After approval and signature of Change Order No. 1 and Final Pay Estimate No. 5, please retain one copy, mail one copy to the Contractor accompanied by a check in the amount of \$158,114.60, and return one copy to our office.

Very truly yours,

HNTB CORPORATION

Joseph R. Brand, P.E.

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Enclosures

*The HNTB Companies*

OFFICES: ALEXANDRIA, VA; ATLANTA, GA; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; CONCORD, CA; DALLAS, TX; DENVER, CO; FORT LAUDERDALE, FL; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OKLAHOMA CITY, OK; ORLANDO, FL; OVERLAND PARK, KS; PHOENIX, AZ; RALEIGH, NC; ROCKLAND COUNTY, NY; SEATTLE, WA; TAMPA, FL; WASHINGTON, DC

**CHANGE ORDER**  
for  
**Change in Plans and Construction**

Contract No.: 22457      Change Order No. 1

Description: 119th Street and Antioch Road Intersection Improvements

Contractor: MEGA Industries Corporation      Address: 9505 N. Congress, Kansas City, MO 64153

**EXPLANATION OF CHANGE ORDER RECOMMENDED**  
(Explanations are to be numbered and to be explicit. Use back side of this sheet for explanation. Attach additional sheets when needed.)  
**REQUIRED CHANGES IN PRESENT CONTRACT**

**REVISED CONTRACT ITEMS**

Revised Quantities	Units	Item No.	Item of Work	Contract Unit Price	Revised or New Unit Price	Amount
2,160	L.F.	6	Concrete Curb and Gutter (Type B)(AE)	\$8.00		\$17,280.00
2,051	L.F.	7	Concrete Curb and Gutter (Median)(AE)	\$10.00		\$20,510.00
2,865	Tons	8	Asphaltic Base Course (BM-2B Mod.)	\$32.00		\$91,680.00
427	Tons	9	Asphaltic Surface Course (BM-3 Mod.)	\$45.00		\$19,215.00
5,258	Sq.Ft.	10	Concrete Paver Median	\$5.50		\$28,919.00
900	Sq.Yds.	11	Sidewalk Construction (4")(AE)	\$20.00		\$18,000.00
14	L.F.	12	15" Storm Sewer (RCP)	\$82.00		\$1,148.00
2,897	Sq.Yds.	18	Kentucky Bluegrass Sod	\$3.50		\$10,139.50
1	Lump Sum	19	Electrical Lighting System	\$55,000.00	\$59,422.00	\$59,422.00
1	Lump Sum	20	Traffic Signal Installation	\$89,000.00	\$90,851.00	\$90,851.00

Total Revised Contract Items

\$357,164.50

**PREVIOUS CONTRACT ITEMS**

Previous Quantities	Units	Item No.	Item of Work	Contract Unit Price	Revised or New Unit Price	Amount
2,136	L.F.	6	Concrete Curb and Gutter (Type B)(AE)	\$8.00		\$17,088.00
2,054	L.F.	7	Concrete Curb and Gutter (Median)(AE)	\$10.00		\$20,540.00
3,009	Tons	8	Asphaltic Base Course (BM-2B Mod.)	\$32.00		\$96,288.00
370	Tons	9	Asphaltic Surface Course (BM-3 Mod.)	\$45.00		\$16,650.00
5,272	Sq.Ft.	10	Concrete Paver Median	\$5.50		\$28,996.00
876	Sq.Yds.	11	Sidewalk Construction (4")(AE)	\$20.00		\$17,520.00
8	L.F.	12	15" Storm Sewer (RCP)	\$82.00		\$656.00
1,078	Sq.Yds.	18	Kentucky Bluegrass Sod	\$3.50		\$3,773.00
1	Lump Sum	19	Electrical Lighting System	\$55,000.00		\$55,000.00
1	Lump Sum	20	Traffic Signal Installation	\$89,000.00		\$89,000.00

Total Previous Contract Items

\$345,511.00

Net Overrun

\$11,653.50

Recommended for approval:

*This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit price and amount shown above.*

Contractor: MEGA Industries Corporation

Signed by:       

Date: 11/28/95

 MEGA Industries Corporation

Date: 11/28/95

APPROVED BY: \_\_\_\_\_  
City of Overland Park

Date: \_\_\_\_\_

**Change Order No. 1**

**119th Street and Antioch Road Intersection Improvements**

**Explanation**

**Item Nos. 6,7,8,9,10,11,12, and 18**

Estimated contract quantities needed to be balanced out to the actual construction quantities.

The estimated cost overrun will be \$5,380.50.

**Item No. 19**

An existing underground lighting conduit serving a subdivision southeast of the intersection, was relocated and connected to the lighting controller.

The estimated cost overrun will be \$4,422.00.

**Item No. 20**

New mast arm brackets were required to mount the existing signals to the new signal mast arms. The existing brackets could not be reused as shown in the plans due to the larger size of the new mast arms.

The concrete bases for the traffic signal mast arm poles were required to be twelve feet deep rather than eight feet deep, as called for in the standard signal details.

The estimated cost overrun will be \$1,851.00.

**CONSRUCTION PAY ESTIMATE**

**PAY TO: MEGA Industries Corporation, 9505 N Congress, Kansas City, Missouri 64153**

**DESCRIPTION: 119th Street & Antioch Road Intersection Improvements**

**FROM: October 1, 1995 TO: November 6, 1995**

**FINAL ESTIMATE NO.: 5**

**PERCENT OF WORK COMPLETED: 100%**

**PERCENT OF TIME ELAPSED: 100%**

Item No.	Item Description	Authorized Contract Quantities	Total Quantities To Date	Unit Price	Amount Earned To Date
1	Removal of Existing Structures	Lump Sum	100%	\$49,100.00	\$49,100.00
2	Contractor Construction Staking	Lump Sum	100%	\$4,200.00	\$4,200.00
3	Linear Grading	4,190 L.F.	4,190	\$6.00	\$25,140.00
4	Linear Compaction	4,190 L.F.	4,190	\$2.50	\$10,475.00
5	Clearing and Grubbing	Lump Sum	100%	\$1,000.00	\$1,000.00
6	Concrete Curb and Gutter (Type B) *1*	2,160 L.F.	2,160	\$8.00	\$17,280.00
7	Concrete Curb and Gutter (Median) *1*	2,051 L.F.	2,051	\$10.00	\$20,510.00
8	Asphaltic Base Course *1*	2,865 Tons	2,865	\$32.00	\$91,680.00
9	Asphaltic Surface Course *1*	427 Tons	427	\$45.00	\$19,215.00
10	Concrete Paver Median *1*	5,258 Sq.Ft.	5,258	\$5.50	\$28,919.00
11	Sidewalk Construction *1*	900 Sq.Yds.	900	\$20.00	\$18,000.00
12	15" Storm Sewer (RCP) *1*	14 L.F.	14	\$82.00	\$1,148.00
13	Curb Inlet	1 Each	1	\$2,000.00	\$2,000.00
14	Signing	Lump Sum	100%	\$1,300.00	\$1,300.00
15	Pavement Marking	Lump Sum	100%	\$13,000.00	\$13,000.00
16	Traffic Control	Lump Sum	100%	\$4,000.00	\$4,000.00
17	Buffalo Grass Seed	0.40 Acres	100%	\$2,500.00	\$2,500.00
18	Kentucky Bluegrass Sod *1*	2,897 Sq.Yds.	2,897	\$3.50	\$10,139.50
19	Electrical Lighting System *1*	Lump Sum	100%	\$59,422.00	\$59,422.00
20	Traffic Signal Installation *1*	Lump Sum	100%	\$90,851.00	\$90,851.00
21	Temporary Traffic Signals	Lump Sum	100%	\$23,000.00	\$23,000.00

TOTAL AMOUNT EARNED TO DATE \$492,879.50  
 LESS 0% RETAINED 0.00

NET AMOUNT 492,879.50  
 LESS PREVIOUS NET ESTIMATE 334,764.90

\*1\* Includes Change Order No. 1 AMOUNT DUE THIS ESTIMATE \$158,114.60

Certified Correct: Date 11/28 19 95

By: HNTB Corporation

Accepted: Date 11/28 19 95

By: MEGA Industries Corporation

Approved: OWNER  
 I hereby concur in the foregoing recommendation of the Consulting Engineer.

By: \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_


**CITY OF OVERLAND PARK**

**STREET IMPROVEMENT**

**CERTIFICATE OF ENGINEER AS TO COMPLETION**

**STATE OF KANSAS     )**  
**)**  
**COUNTY OF JOHNSON )**

I, the undersigned, Joseph R. Brand of HNTB Corporation, Architects/Engineers/Planners, Project Engineers for the City of Overland Park, Kansas, do hereby certify that I have inspected the project known as the 119th Street and Antioch Road Intersection Improvements being the grading, paving, drainage, lighting, signals and otherwise improving said streets and that all work has been completed in substantial compliance with the contract and specifications on file as of October 24, 1995.

 Joseph R. Brand, P.E.

Subscribed and sworn to before me this 28 day of November, 1995.

\_\_\_\_\_  
Notary Public

My commission expires 09-21-98.



**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:

*(Name and address)*

CITY OF OVERLAND PARK  
8500 Santa Fe Drive  
Overland Park, KS 66212

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: 119th Street and Antioch  
Intersection Improvements

PROJECT:

*(Name and address)*

119th Street and Antioch  
Intersection Improvements  
Overland Park, KS

CONTRACT DATED: February 6, 1995

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

*(Insert name and address of Surety)*

UNITED FIRE & CASUALTY COMPANY  
P.O. Box 73909  
Cedar Rapids, IA 52407 319/399-5700

, SURETY,

on bond of

*(Insert name and address of Contractor)*

MEGA INDUSTRIES CORPORATION  
9505A North Congress  
Kansas City, Mo 64153

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

*(Insert name and address of Owner)*

CITY OF OVERLAND PARK  
City Hall, 8500 Santa Fe Drive  
Overland Park, KS 66212

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 10, Nineteen Hundred Ninety-Five (1995)**  
*(Insert in writing the month followed by the numeric date and year.)*

UNITED FIRE & CASUALTY COMPANY

*(Surety)*

*(Signature of authorized representative)*

Thomas M. English, Attorney-in-Fact &  
Kansas Resident Agent

*(Printed name and title)*

Witness:  
(Seal):



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



# INSTRUCTION SHEET

## FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

### A. GENERAL INFORMATION

#### 1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

#### 2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

#### 3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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### B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

### C. COMPLETING THE G707 FORM

**GENERAL:** The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

**ARCHITECT'S PROJECT NO.:** This information is typically supplied by the Architect and entered on the form by the Contractor.

**CONTRACT FOR:** This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

### D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.



**UNITED FIRE & CASUALTY COMPANY**

HOME OFFICE - CEDAR RAPIDS, IOWA

**CERTIFIED COPY OF POWER OF ATTORNEY**

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint PATSY J. LORIMER, OR KEVIN J. MCGREEVY, OR C. LAVONNE ENGEMAN, OR ERIC VAN BUSKIRK, OR J. DOUGLAS JOYCE, ALL OF KANSAS CITY, MO, OR LAWRENCE S. KAMINSKY, LENEXA, KS, OR EUGENE A. KLEIN, OR THOMAS F. LATEL, OR THOMAS H ENGLISH, ALL OF OVERLAND PARK, KS, OR JOHN D. WOLFF, OR MICHAEL T. KELLY BOTH OF PRAIRIE VILLAGE, KS, ALL INDIVIDUALLY of PO BOX 419013 KANSAS CITY MO 64141

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: **ANY AND ALL BONDS**

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire **JANUARY 4th 1996** unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

**"Article V - Surety Bonds and Undertakings."**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these Presents to be signed by its vice president and its corporate seal to be hereto affixed this **4th day of JANUARY**, A.D. 1994



UNITED FIRE & CASUALTY COMPANY

By

*(Signature)* Vice President

State of Iowa, County of Linn, ss:

On this **4th** day of **JANUARY**, 1994, before me personally came **MAYNARD L. HANSEN** to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporated seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Notary Public

My commission expires **DECEMBER 10 1995**

**CERTIFICATION**

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this **10th** day of **October**, 19**95**



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