

AGENDA CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS March 05, 2024 7:00 PM



I.	CALL TO ORDER: Mayor Jim Benage						
II.	ROL	L CALL					
	Greg Justin	Davied Smith	Tyler Dehn John Welch	Emily Hamburg			
III.	OPE	NING PRAYER	: Mark Posson				
IV.	PLEI	OGE OF ALLEC	GIANCE TO THE AN	MERICAN FLAG			
V. PROCLAMATION							
	<u>A.</u>	American Red	Cross Month - Marc	h 2024			
	<u>B.</u>	Severe Weather Preparedness Week, March 4-8, 2024					
VI.	DETI	DETERMINE AGENDA ADDITIONS					
VII.	TI. CONSENT AGENDA						
	<u>A.</u>	Approval of Minutes of the February 20, 2024 City Council meeting.					
	<u>B.</u>	Approval of a Resolution designating signatories for the City's account with the Kansas Municipal Investment Pool.					
	C. Approval of a Resolution designating signatories for the City's checking account.						
		Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.					
		Motion	Second V	ote			
VIII.	DISC	CUSSION AND A	APPROVAL OF APP	ROPRIATIONS ORDINANCE			
	<u>A.</u>	Consideration	of Appropriations On	rdinance No. 24-04 in the amount of \$454,118.20.			

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-04.

		Motion Secondvote					
IX.	CIT	Y REQUESTED APPEARANCES: None					
X.	podi May befor	IZEN CONCERNS: If you wish to speak, please fill out a "Request to Speak" card at the um and give it to the City Clerk before the meeting begins. When you are called on by the or, please go to the podium, speak into the microphone, and state your name and address re giving your comments. Please limit your comments to 3 minutes in the interest of time. If the time is needed, you may request an extension from the Mayor.					
XI.	REI	REPORTS					
	A.	•					
	B.	Mayor's Report					
	C. D.	City Attorney Report City Manager Report					
	υ.	City Manager Report					
XII.	ORI	DINANCES, RESOLUTIONS AND FINAL ACTIONS					
	A.	Consideration of an Agreement with Katherine Jacobs for the 53rd Street Reconstruction Project.					
		Action: Motion to (approve / deny / table) the Agreement with Katherine Jacobs for the 53rd Street Reconstruction Project, and authorize the Mayor to sign.					
		Motion Second Vote					
	B. Consideration of acquiring a Permanent Road Right-of-Way for the 53rd St Reconstruction Project.						
		Action: Motion to (approve / deny / table) the acquisition of a Permanent Road Right-of-Way from Katherine Jacobs for the 53rd Street Reconstruction Project, and authorize the Mayor to sign.					
		Motion Second Vote					
	<u>C.</u>	Consideration of acquiring a Temporary Construction Easement for the 53rd Street Reconstruction Project.					
		Action: Motion to (approve / deny / table) the acquisition of a Temporary Construction Easement from Katherine Jacobs for the 53rd Street Reconstruction Project, and authorithe Mayor to sign.					
		Motion Second Vote					
	<u>D.</u>	Consideration of A Resolution Amending And Supplementing Resolution No. 21-40 Of The City Of Bel Aire, Kansas, Which Authorized Certain Improvements To 53rd Street In The City And The Issuance Of General Obligation Bonds Of The City To					



Pay Costs Of Such Improvements.

Action: Motion to (adopt / deny / table) A Resolution Amending And Supplementing Resolution No. 21-40 Of The City Of Bel Aire, Kansas, Which Authorized Certain Improvements To 53rd Street In The City And The Issuance Of General Obligation Bonds Of The City To Pay Costs Of Such Improvements and authorize the Mayor to sign. Motion Second Vote Consideration of accepting a bid for 53rd Street Reconstruction, Oliver to Woodlawn. Four bids were received: **APAC KS Paving** Eng. Est. Pearson Prado \$1,906,687.00 \$1,767,210.75 \$1,541,211.00 \$1,554,703.10 No Bid **Base Bid** Add.Alt.1 \$332,028.00 \$202,906.00 \$216,740.50 \$202,906.00 \$774,732.00 Base +Alt.1 \$2,238,715.00 \$1,970,116.75 \$1,757,951.50 \$1,757,609.10 \$1,999,822.90 Add.Alt. 2 \$290,205.00 \$197,679.01 \$213,269.70 \$178,422.00 No Bid Base+Alt.2 \$2,196,892.00 \$1,964,889.76 \$1,754,480.70 \$1,733,125.10 \$1,999,822.90 Base+1&2 \$2,528,920.00 \$2,167,795.76 \$1,971,221.20 \$1,936,031.10 \$1,999,822.90 Completion Dates Eng. Est. APAC KS Paving Pearson Prado Asphalt Substantial Oct. 1 Aug. 15 Oct. 1 Oct. 1 No Bid Oct. 31 Sept. 14 Oct. 25 Asphalt Final Oct. 1 No Bid Concrete Substantial Oct. 1 Sept. 15 Oct. 1 Nov. 29 Oct. 1 Concrete Final Oct. 31 Oct. 1 Nov. 15 Dec. 20 Oct. 20 **Action:** Motion to (accept / deny / table) the bid from ______, for the base bid in the amount of \$ (and/or) add alternate 1 in the amount of \$ (and/or) add alternate 2 in the amount of \$ for a total bid amount of \$ for 53rd Street Reconstruction, Oliver to

E.



Woodlawn and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

F. Consideration of proposals for Construction Inspection and Administration services for 53rd Street from Oliver to Woodlawn.

	Company	Inspection	Compliance Testing	<u>Total</u>	
	PEC	\$241,465.00	\$27,531.40	\$268,996.40	
	TranSystems	\$215,000 - \$285,000	Included*	\$215,000- \$285,000	
	WSP	\$277,176.32	\$27,063.50	\$277,176.3	
*additional nominal fee for moisture/density analysis					

Action: Motion to (accept / deny / table) the Agreement for Construction Inspection and Administration Services with ______ for the Construction Inspection and Administration for 53rd Street from Oliver to Woodlawn in the amount of \$____ and authorize the Mayor to sign.

Motion _____ Second ____ Vote ____

G. Consideration of accepting a bid for Hillcrest Water Main Replacement. Four bids were received:

<u>Contractors</u>	<u>Bid</u>				
UMC	\$287,973.00				
Dondlinger	\$408,600.00				
Mies	\$377,060.00				
Nowak	\$359,963.00				
McCullough	No Bid				
Action: Motion to (accept / deny / table) the bid from in the amount of \$ for Hillcrest Water Main Replacement and authorize the Mayor to sign.					
Motion Seco	nd Vote				

H. Consideration of accepting a bid for street repairs on Webb Road north of 53<u>rd</u> Street, Oliver between 47<u>th</u> and 48<u>th</u> Street, and 39<u>th</u> and Edgemoor. Three bids were received:

<u>Contractor</u>	Bid amount		
Pearson Construction	\$57,005.00		
Kansas Paving	\$49,840.00		
APAC Construction	\$60,875.00		



		for street repairs on Webb Road north of 53rd Street, Oliver between 47th and 48th Street, and 39th and Edgemoor and authorize the Mayor to sign.				
		Motion Second Vote				
	<u>I.</u>	Consideration of a Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement.				
		Action: Motion to (approve / deny / table) the Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement by and between the Kansas Department of Transportation and the City of Bel Aire, and authorize the Mayor to sign.				
		Motion Second Vote				
	<u>J.</u>	Consideration of the proposal from Mayer Specialty Services in the amount of \$12,500 for a thorough cleaning and video inspection of the storm sewer box culvert and pipe that run underneath the northbound lane of Woodlawn from Quail Ridge to 45th.				
		Action: Motion to (approve / deny / table) the quote from Mayer Specialty Services in the amount of \$12,500.00 for a thorough cleaning and video inspection of the storm sewer box culvert and pipe that run underneath the northbound lane of Woodlawn from Quail Ridge to 45th, and authorize the Mayor to sign all related documents.				
		Motion Second Vote				
	<u>K.</u>	Consideration of an Interlocal Service Agreement For Exchange Of Services Between The City Of Bel Aire, Kansas And The City Of Kechi, Kansas, and a related waiver from Triplett Woolf Garretson, LLC.				
		Action: Motion to (approve / deny / table) an Interlocal Service Agreement For Exchange Of Services Between The City Of Bel Aire, Kansas And The City Of Kechi, Kansas and (approve / deny / table) the Conflict Waiver from Tripplett Woolf Garretson, LLC and authorize the Mayor to sign.				
		Motion Second Vote				
XIII.	EXEC	CUTIVE SESSION				
	A.	Action : Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of () minutes, and the open meeting will resume in City Council Chambers at () p.m.				
		Motion Second Vote				



Б.	to K.S.A. 75-4 which would be Session will in The Executive	319(b)(2) for compe deemed privile aclude the City Me Session will be f	nsultation with an ged in the attorned anager, Assistant for a period of (_	n attorney for the public body or agency ey-client relationship. The Executive t City Manager, and Attorneys for the City.) minutes, and the open meeting will
	Motion	Second	Vote	
C.	pursuant to K. The Executive	S.A. 75-4319(b)(Session will incl	1) to discuss persude the City Atto	sonnel matters of non-elected personnel. orney. The Executive Session will be for a
	Motion	Second	Vote	
D.	pursuant to K. The Executive will be for a po	S.A. 75-4319(b)(Session will incleriod of () r	1) to discuss persude the Assistan	sonnel matters of non-elected personnel. t City Manager. The Executive Session
	Motion	Second	Vote	
DISC	USSION AND	FUTURE ISSUI	ES: Workshop M	Iarch 12th at 6:30 p.m.?
ADJOURNMENT Action: Motion to adjourn.				
Additi	onal Attachmen	ts:		
<u>A.</u>	Manager's Re	eport - March 5,	2024	
	D. DISC ADJC Action Motion Addition	to K.S.A. 75-4 which would be Session will in The Executive resume in City Motion C. Action: Motion pursuant to K. The Executive period of (to K.S.A. 75-4319(b)(2) for corwhich would be deemed privile Session will include the City M. The Executive Session will be for resume in City Council Chamber Motion Second C. Action: Motion to recess into Expursuant to K.S.A. 75-4319(b)(The Executive Session will include period of () minutes, and () p.m. Motion Second D. Action: Motion to recess into Expursuant to K.S.A. 75-4319(b)(The Executive Session will include will be for a period of () to Chambers at () p.m. Motion Second DISCUSSION AND FUTURE ISSUE ADJOURNMENT Action: Motion to adjourn. Motion Second Vo. Additional Attachments:	to K.S.A. 75-4319(b)(2) for consultation with ar which would be deemed privileged in the attornous Session will include the City Manager, Assistant The Executive Session will be for a period of (resume in City Council Chambers at () p.r. Motion Second Vote C. Action: Motion to recess into Executive Session pursuant to K.S.A. 75-4319(b)(1) to discuss personant to K.S.A. 75-4319(b)(1) to discuss personant to for the Executive Session will include the City Attornous period of () minutes, and the open meeting () p.m. Motion Second Vote D. Action: Motion to recess into Executive Session pursuant to K.S.A. 75-4319(b)(1) to discuss personant to K.S.A. 75-4319(b)(1) to discuss pers

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belaireks.gov and on YouTube.

Please make sure all cell phones and other electronics are turned off and put away.











Proclamation

American Red Cross Month, March 2024

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, March is American Red Cross Month - a special time to recognize and thank our heroes—those who volunteer, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need; and

WHEREAS, we would like to remember those who help all of us here in Bel Aire by giving their time to help their neighbor and thank our heroes, our volunteers, class takers and financial supporters who help us assist those in need; and

WHEREAS, in the City of Bel Aire, the American Red Cross works tirelessly through its employees and thousands of volunteers to help when disaster strikes, when someone needs life-saving blood or the comfort of a helping hand; and

WHEREAS, across the country, the American Red Cross responds to nearly 70,000 disasters a year, and provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation's blood supply and trains more than seven million people in first aid, water safety and other lifesaving skills every year; and

WHEREAS, our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission. The American Red Cross continues to offer help and comfort to those in need.

NOW, THEREFORE, I, Jim Benage, Mayor of the City of Bel Aire, on behalf of the entire City Council, do hereby proclaim March 2024 as American Red Cross Month in Bel Aire.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 5th day of March, 2024.

Jim Benage, Mayor





Proclamation

Severe Weather Preparedness Week 2024

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, Severe Weather Preparedness Week is March 4-8, 2024, and

WHEREAS, severe thunderstorms, that bring damaging winds, lightning, flash floods, and tornadoes, and floods frequent the spring and summer Kansas landscape and have often placed lives and property in jeopardy, and

WHEREAS, by taking reasonable precautions, Bel Aire Residents can reduce the loss of life and property and also decrease the effects of severe weather on our local resources and economy, and

WHEREAS, the Governor's Division of Emergency Management, the National Weather Service and the Federal Emergency Management Agency (FEMA) have joined together urging all citizens to prepare for severe weather and to educate themselves on safety strategies,

THEREFORE, in official recognition of this statewide event, I, Jim Benage, Mayor for the City of Bel Aire do hereby proclaim March 4-8, 2024 Severe Weather Preparedness Week in Bel Aire.

IN WITNESS WHEREOF, I have

hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 5th day of March, 2024.

Jim Benage, Mayor



MINUTES CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS February 20, 2024 7:00 PM



- I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.
- II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith and John Welch. Also present were City Manager Ty Lasher, Assistant City Manager, City Attorney Maria Shrock, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

- **III. OPENING PRAYER:** Gary Green provided the opening prayer.
- IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

- V. **DETERMINE AGENDA ADDITIONS:** There were no additions.
- VI. CONSENT AGENDA
 - A. Approval of Minutes of the February 6, 2024 City Council meeting.
 - B. Accept and file the Bel Aire Land Bank 2023 Ending Sales and Financial Report.

MOTION: Councilmember Smith moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-03 in the amount of \$547,694.08.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 24-03. Councilmember Dehn seconded the motion. *Motion carried 5-0*.

VIII. CITY REQUESTED APPEARANCES

A. 45th Street Update - Ken Lee, PE, Garver

Mr. Lee gave a brief update on the Aurora Park and Cozy Drive paving projects: he anticipates bids to be taken in April, and construction to begin in May.

Regarding the Design of 45th Street, Mr. Lee presented the results of traffic studies and a public survey. He presented a Design Concept for 45th street with specific recommendations for Council to consider. He then stood for questions from the Council.

IX. CITIZEN CONCERNS

Carol Russell, 6218 E 45th St N, spoke regarding concerns about the Woodlawn report.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg briefly reported on the monthly meeting of the Bel Aire Chamber of Commerce, which was held at the Catholic Care Center. She commented on the end of the Bel Aire Rec Center's basketball season and thanked staff and volunteer coaches for their work.

Councilmember Dehn reported on recent meetings he attended including the Kansas Active Transportation webinar, Bike-Walk Bel Aire, K-254 Corridor Association strategic planning committee, and the Transit open house hosted by the Wichita Area Metropolitan Planning Organization (WAMPO). at the Bel Aire Rec Center.

B. Mayor's Report

Mayor Benage briefly reported on recent meetings he attended including the Utility Advisory Committee, Sedgwick County Fire District No 1 Steering Committee, WAMPO Transportation Policy Body, and the WAMPO open house regarding the regional transportation plan.

- C. City Attorney Report: No report was given.
- **D.** City Manager Report: No report was given.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Design Concept in conjunction with the 45th, Woodlawn to Oliver Design Project. Two Actions are requested of the Council.

MOTION: Councilmember Davied moved to approve the design of a 2-lane roundabout for traffic control at the intersection of 45th and Oliver in conjunction with the 45th, Woodlawn to Oliver design project. Councilmember Dehn seconded the motion. *Motion carried 4-1* with Councilmember Welch voting against the motion.

MOTION: Councilmember Welch moved to approve the Design Concept as amended to include all deceleration lanes as add/alternates and to enclose the ditch at the southwest corner of 45th and Oliver in conjunction with the 45th, Woodlawn to Oliver design project. Councilmember Hamburg seconded the motion. *Motion carried 5-0*.

B. Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Changing The Zoning District Classification Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Tierra Verde South, PUD-23-02).

MOTION: Councilmember Dehn moved to accept An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Changing The Zoning District Classification Of Certain Lands Located In The City Of Bel Aire, Kansas Under The Authority Granted By The Zoning Regulations Of The City (Tierra Verde South Addition, PUD-23-02) and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Greg Davied – Aye Tyler Dehn – Aye Emily Hamburg – Aye Justin Smith – Aye John Welch – Aye Jim Benage – Aye

Motion carried 6-0.

C. Consideration of accepting a bid for 53rd Street Reconstruction, Oliver to Woodlawn. Four bids were received.

MOTION: Councilmember Smith moved to accept the bid from Kansas Paving in the amount not to exceed \$1,757,951.50 contingent on the Right of Way acquisition being completed and adoption of an authorizing Resolution. Councilmember Welch seconded the motion. Discussion followed.

MOTION: Councilmember Smith moved to withdraw his earlier motion. Discussion followed.

MOTION: Councilmember Hamburg moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, and the City Engineer. The meeting will be for a period of 10 minutes, and the open meeting will resume in City Council Chambers at 9:20 p.m. Councilmember Dehn seconded the motion.

Councilmember Welch raised a procedural question regarding Councilmember Smith's last motion.

MOTION: Councilmember Smith moved to withdraw his earlier motion. Councilmember Davied seconded. *Motion carried 4-1*, with Councilmember Welch voting against the motion.

MOTION: Mayor Benage stated that Councilmember Hamburg's motion for Executive Session would now be entertained. Councilmember Dehn seconded the motion. *Motion carried 4-1*, with Councilmember Davied voting against the motion.

The Council then recessed into Executive Session. At 9:20 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Welch moved to table this item. Councilmember Davied seconded the motion. *Motion carried 5-0.*

D. Consideration of a Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement.

Mayor Benage noted the time and requested a motion to remove certain items from the agenda for consideration at a later date.

MOTION: Councilmember Hamburg moved to remove items D, G, and H from the agenda. Councilmember Smith seconded the motion. *Motion carried 5-1* with Councilmember Welch voting against the motion.

MOTION FOR RECESS: Councilmember Welch moved to take a 5-minute recess. Councilmember Davied seconded the motion. *Motion carried 5-0.*

Following the recess, Mayor Benage requested a motion to address Item XII. A. (Executive Session for attorney-client consultation regarding contractual obligations).

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 9:52 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0*.

The Council then recessed into executive session. At 9:55 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

E. Consideration of a quote from Imagine IT for server replacement.

MOTION: Councilmember Smith moved to accept the quote from Imagine IT for server replacement for a one-time fee of \$23,397.50, and a recurring monthly fee of \$880.88 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

F. Consideration of a quote from Imagine IT for the Security Shield Program.

MOTION: Councilmember Dehn moved to accept the quote from Imagine IT for the Security Shield Program for a one-time fee of \$6,000, and a recurring monthly fee of \$1,989.20 and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0*.

G. Consideration of a Resolution designating signatories for the City's checking account.

This item was removed from the agenda for consideration at a later date.

H. Consideration of a Resolution designating signatories for the City's account with the Kansas Municipal Investment Pool.

This item was removed from the agenda for consideration at a later date.

I. Consideration of A Software and Professional Services Agreement with gWorks for software data conversion.

MOTION: Councilmember Hamburg moved to approve the Software and Professional Services Agreement with gWorks at a cost not to exceed \$24,500 and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0*.

XII. EXECUTIVE SESSION

- **A.** This Item was addressed earlier in the meeting.
- **B. MOTION:** Councilmember Dehn moved to recess into Executive Session to discuss contract negotiations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. The Executive Session will include the City Manager, Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 10:23 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then recessed into executive session. At 10:25 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

C. MOTION: Councilmember Hamburg moved to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Manager, Assistant City Manager, and Attorney for the City. The Executive Session will be for a period of 20 minutes, and the open meeting will resume in City Council Chambers at 10:47 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

The Council then recessed into executive session. At 10:48 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES: There was no further discussion.

XIV. ADJOURNMENT

MOTION: Councilmember Smith moved to adjourn. Councilmember Dehn seconded the motion. *Motion carried 5-0.*



Date: February 14, 2024
To: Mayor and City Council
From: Deb Appel, Treasurer

bject: Resolution: Designate Ks Municipal Investment Pool

Signatures

RECOMMENDED ACTION: Adopt a resolution designating Kansas Municipal Investment Pool as an authorizing depository of City funds and authorize designated staff as signatories and authorize Mayor James Benage to sign.

SUMMARY: The State of Kansas offers a local government investment pool entitled State of Kansas Municipal Investment Pool (MIP), which is a voluntary investment alternative for municipalities in the state of Kansas and is governed by the State of Kansas Pooled Money Investment Board (PMIB).

The city has invested funds with MIP. The current authorized signer on the account is Assistant City Manager Henry.

Due to the recent hire of Finance Director Barry Smith and a shift in responsibilities, the city needs to update the signers on the account and requests the addition of Barry Smith and Treasurer Deborah Appel.

This Resolution updates signers for the account.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

N/A

ATTACHEMENTS:

Resolution

RESOLUTION NO. _____ CITY OF BEL AIRE

that a meeting of the governing body of Bel.	
depository of this municipality and that fund acceptances, undertakings of other orders for	government investment pool is designated as a ds of this municipality deposited in said exchange, the payment of money when signed or facsimile on res of the following to wit: Theodore Henry, e Director, and Deborah Appel, Treasurer.
That the foregoing powers and author has been delivered to the above local government	rity will continue until written notice of revocation nent investment pool.
•	by is authorized to certify to the above local resolution and that the provisions thereof are in d.
	no provision in the K.S.A. limiting the power of the ution and that the same are in conformity with the
	lowing are genuine signatures of the persons now als in said municipality as indicated opposite their
	Assistant City Manager
	Finance Director
	Treasurer
IN WITNESS WHEREOF, I have here this day of	eunto set my hand as Mayor and affixed the seal
(seal)	Jim Benage, Mayor
	Melissa Krehbiel, City Clerk



Date: February 01, 2024
To: Mayor and City Council
From: Deb Appel, Treasurer

Subject: Resolution: Designate Stryv Bank Signatures

RECOMMENDED ACTION: Adopt a resolution designating Stryv Bank as an authorizing depository of City funds and authorize the mayor and designated staff as signatories and authorize Council President Smith to sign.

SUMMARY: The City's checking account is held by Stryv Bank. Current authorized signers on the account are Mayor Benage, City Manager Lasher, Assistant City Manager Henry, Treasurer Appel, and Human Resources Director Terhune.

Due to the recent hire of Finance Director Barry Smith and the upcoming retirement of Ty Lasher, the city needs to update the signers on the account. All checks, payroll and utility billing ACH, and wire transfers require two signatures or authorizations, therefore it is the practice of the city to have multiple signers on the checking account in preparation of staff being out of the office for vacation, family emergencies or illness. The finance director and treasurer are the primary signers and authorizers of financial transactions.

This Resolution updates signers for the account to align with current officials and city staff in these positions.

FINANCIAL IMPLICATIONS:

N/A

LEGAL IMPLICATIONS:

N/A

ATTACHEMENTS:

Resolution

RESOLUTION NO. ____ CITY OF BEL AIRE

(seal)	Justin Smith, President of the Council
IN WITNESS WHEREOF, I have hereus and affixed the seal this day of	nto set my hand as President of the Council
	Human Resources Director
	Treasurer
	Finance Director
	Assistant City Manager
	Mayor
	ving are genuine signatures of the persons now s in said municipality as indicated opposite their
	provision in the K.S.A. limiting the power of the on and that the same are in conformity with the
	Soverning Body hereby is authorized to certify to nat the provisions thereof are in conformity with
That the foregoing powers and authority has been delivered to the above Bank.	will continue until written notice of revocation
that funds of this municipality deposited in sa orders for the payment of money when signed of signatures of the following to wit: Jim	signated as a depository of this municipality and aid exchange, acceptances, undertakings of other or facsimile on behalf of this municipality all five Benage, Mayor; Theodore Henry, Assistant actor, Deborah Appel, Treasurer and Tristin
State of Kansas, duly called (a quorum being pr	a municipality organized under the laws of the esent) and held at the office of said City, 7651 E. Kansas, on the day of,

CITY OF BEL AIRE					
	AP ORD 24-04				
Vendo	r and Payroll Checks 02/14-02/23/2024				
ADAMS, CARLA	SOCCER REFUND	\$	68.00		
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$	880.88		
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$	78.00		
ARK VALLEY NEWS	BREEZE AD; TREASURER REPORT	\$	605.60		
BANK OF NEW YORK	541071:02/24 O&M /DEBT SVC	\$	195,728.83		
BEALL & MITCHELL, LLC	02/24 JUDGE BEALL	\$	1,237.98		
BEST BUY	HDMI CABLE	\$	8.09		
BJS RESTAURANT	LUNCH MEETING COW/CLEARWATER C	\$	15.00		
BRADY	CH:JANITORIAL SUPPLIES	\$	296.69		
CARROT-TOP INDUSTRIES, IN	KS & US FLAG-CH	\$	805.14		
CHARLIES CAR WASH	FLEET CAR WASH	\$	128.25		
CHISHOLM CREEK UTILITY AU	02/24 CCUA CONTINGENCY	\$	5,820.00		
COX COMMUNICATIONS	INTERNET/PHONE SVC	\$	1,467.84		
CREATIVE AWARDS & SCREEN	KACM, LKM AWARDS, PD/FIREMAN PLATES	\$	791.80		
CULLIGAN OF WICHITA	WATER SERVICE	\$	63.65		
DELTA DENTAL PLAN OF KANS	02/24 MONTHLY PREMIUM	\$	2,771.38		
DILLONS	REC SUPPLIES	\$	18.16		
EFILEMYFORMS.COM	1099 FILLING	\$	126.43		
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$	562.00		
EVERGY	ELEC SVC:CITY BLDGS	\$	8,565.75		
FASTENAL COMPANY	HARDWARE	\$	44.35		
FBI-NAA	PROFESSIONAL NETWORKING EVENT	\$	35.00		
FICA/FEDERAL W/H	FED/FICA TAX	\$	24,676.07		
FIRESTONE	FLEET MAINTENANCE CE	\$	130.09		
GALLS, LLC	TY JACKET, PD UNIFORMS	\$	871.41		
HEART OF AMERICA CHAPTER	MEMBERSHIP ICC	\$	35.00		
HOAISANG	HR CERTIFICATION	\$	12.48		
HOLLOW METAL DOOR COMPANY	2 KABA COMBINATION LEVER LOCKS	\$	1,120.00		
HUSKY LINERS	PD CAR FLOOR MATS #38 & #39	\$	424.59		
IAPMO	RENEWAL CITY MEMBERSHIP PLUMBI	\$	450.00		
IMAGINE IT, INC	COMPUTERS x3, COMPUTER SUPPORT	\$	8,248.35		
IMLA	2024 WEBINARS:SCHROCK	\$	649.00		
INDEED	JOB POSTING	\$	19.00		
INFOSEND	JAN UTILITY BILL, LATE NOTICES, INSERTS	\$	2,268.50		
INTERNATIONAL CODE COUNCI	CERTIFICATION RENEWALS ICC	\$	145.00		
IPMA-HR	2024 PSHRA PACKAGE-IPMA-CP CER	\$	999.00		
JENKINS, BAILEY	SOCCER REFUND	\$	45.00		
KANSAS BAR ASSOCIATION	2024 DUES	\$	230.00		
KANSAS GAS	GAS SVC:REC	\$	2,827.17		
KANSAS ONE-CALL SYSTEMS	LOCATE FEES:395 FOR 01/24	\$	474.00		
KANSAS RURAL WATER ASN	CONFERENCE FEES-PW	\$	450.00		
KANSAS TURNPIKE AUTHORIT	TOLLS	\$	20.90		
KANZA CO-OPERATIVE ASSOC	DIESEL BULK FUEL	\$	1,416.73		

	CLAIMS TOTAL	\$	454,118.20
PAYROLL CHECKS	PAYROLL CHECKS ON 02/14/2024	\$	76,037.21
WICHITA EAGLE	SUBSCRIPTION-2 YEARS	\$	375.98
WICHITA BUSINESS JOURNAL	WALL PLAQUE OF BA ARTICLE	\$	820.00
WEX BANK	FLEET FUEL	\$	2,762.64
WASTE CONNECTIONS	01/24 RECYCLE OR TRASH SVC	\$	44,745.10
WALMART	REC CONCESSIONS; PZ MUD BOOTS	\$	67.26
VISTAPRINT	RETRACTABLE BANNERS FOR COURT; BUSINESS	\$	283.98
USPS	MONTHLY WATER SAMPLES	\$	33.80
UMKC LAW	CONTINUING LEGAL EDUCATION	\$	165.00
TRIPLETT,WOOLF&GARRETSON	MATTERS MATTERS, CCOA, ATT	\$	9,810.00
THE HOIVIE DEFOT #2204	WOODLAWN PROJECT MATTERS; CCUA, ATTY	۲	555.04
THE HOME DEPOT #2204	PARK BENCH SUPPLIES, METER INSULATION, MISC SUPPLIES	\$	999.64
THATS GREAT NEWS	WALL PLAQUE OF BA ARTICLE	\	306.00
SUN LIFE FINANCIAL - VOLU	03/24 VOLUNTARY LIFE PYMNT	\$	832.29
SQUARESPACE INC.	SCP WEBSITE RENEWAL	\$	120.00
SHERWIN WILLIAMS 707563	PAINT/SUPPLIES:PW	\$	120.11
SEDGWICK CO TAG OFFICE	TAGS FOR NEW PD VEHICLES 40 & 41	\$	68.98
SEDG CO DEPT FINANCE/JAIL	01/24 PRISONER HOUSING FEES	\$	4.82
SAMS CLUB	CONCESSIONS/OFFICE SUPPLIES	\$	754.01
RUSTY ECK FORD PARTS & SE	OIL CHANGE-PZ TRUCK	\$	59.35
REAP - WORKFORCE ALLIANCE	2024 REAP ANNUAL ASSESSMENT	\$	2,412.00
RAMADA INNS	CONFERENCE HOTEL	\$	203.30
PAYPAL	ASCE MEETING REGISTRATION	\$	11.00
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$	1,378.99
PARIS BAGUETTE	MEETING WITH DERBY CITY ATTY	\$	3.97
OREILLY AUTO PARTS	AUTO REPAIRS/SUPPLIES	\$	72.23
NEEC DARKS	RENEWAL CERTIFICATION	\$	75.00
MENARDS	HEATER TO THAW WATER METERS	\$	259.22
MCCONNELL, CODY	OPIOID AWARENESS KEYCHAINS	\$	490.00
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$	675.00
KS.GOV ONLINE PAYM	KCJIC TRAINING-GORDON	\$	132.23
KS PUBLIC EMPL RETIRE SYS	KP&F/KPERS	\$	22,299.50
KS DEPT REV:WITHHOLDING T	STATE TAX	\$	4,416.02
KS DEPT H/E:WA/SEWER LOAN			
INC DEDT FILEMAN (CENNED I O VIII	C20 1959-01:SEWER LOAN DEBT SV	\$	15,844.72

2 216-24

AGREEMENT BETWEEN THE CITY OF BEL AIRE, KANSAS AND KATHERINE M. JACOBS

THIS AGREEMENT is entered into this _____ day of February, 2024, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation "Bel Aire," and Katherine M. Jacobs herein referred to as "Jacobs".

WITNESSETH:

WHEREAS, Jacobs has granted and conveyed to the City of Bel Aire a permanent easement for public utilities and road right-of-way, upon, under and above the following tract:

The North 30.00 feet of the South 60.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas except the East 50.00 feet thereof

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Utility and Road Right-of-Way Easement)

AND WHEREAS, Jacobs has granted and conveyed to the City of Bel Aire a temporary construction easement for public utilities and road right-of-way, upon, under and above the following tract:

The North 20.00 feet of the South 80.00 feet of the west 200.00 feet of the east 250.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Temporary Construction Easement)

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, and to obtain the benefit of shared efficiencies, the parties agree as follows:

- 1. Bel Aire will reconstruct the drainage ditch along the Grantor's southeast corner to better manage water from the construction project.
 - a. SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Plan/Drawing to be provided by Garver)
- 2. Bel Aire will remove the fence running along the south boundary of the subject parcel.
 - a. SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Plan/Drawing to be provided by Garver)
- 3. Jacobs will request and use her best good faith efforts to be de-annexed from the City of Kechi.
- 4. If Jacobs is de-annexed from the City of Kechi, Jacobs will immediately petition to be annexed by the City of Bel Aire and take all steps necessary to accomplish that annexation.

- 5. Each party will hold, save harmless and indemnify the other, "the protected party", and the officers, agents, servants, and employees of the protected party from liability of any nature or kind arising out of any act or omission relating to the provisions of this agreement to the extent allowable under the Kansas Tort Claims Act. This obligation shall not include claims based on acts or omissions by the protected party, or the agents and/or employees of the protected party.
- 6. This agreement contains the entire agreement between the parties hereto on this subject matter. No amendment, waiver or modification of this agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
- 7. This agreement shall become effective upon approval and signature of all parties and shall continue in force and effect until terminated by either party. The provisions in paragraphs 3 and 4 are not amenable to a remedy in damages, and may by enforced by injunctive relief.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF BEL AIRE, KANSAS	PROPERTY OWNER			
	Ather In Darohi			
Jim Benage, Mayor	Katherine M. Jacobs			
ATTEST:	APPROVED AS TO FORM ONLY:			
Melissa Krehbiel, City Clerk	Maria A. Schrock, City Attorney			

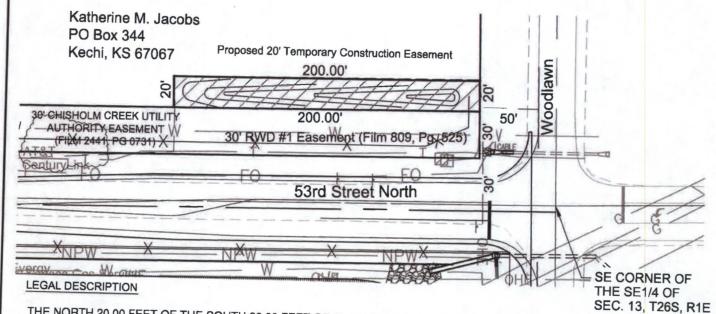
Section XII, Item C.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT #7

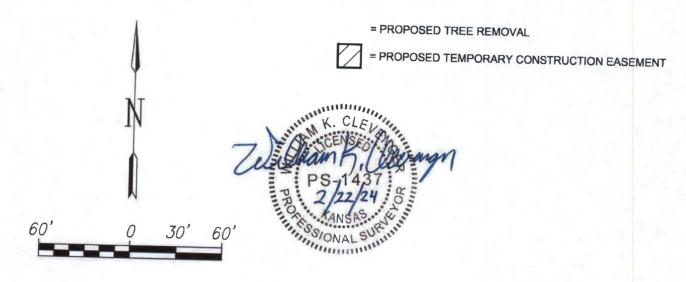
Easement Area: 4,000 Sq. Ft.± 0.09 Acres±

PIN: 00520956

Property Address 5737 N. Woodlawn



THE NORTH 20.00 FEET OF THE SOUTH 80.00 FEET OF THE WEST 200.00 FEET OF THE EAST 250.00 FEET OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS, WRITTEN BY WILLIAM K. CLEVENGER, PS-1437 ON FEBRUARY 22, 2024.



© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC, ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.



1995 Midfield Road Wichita, KS 67209 (316) 264-8008

FIGURE NUMBER

SHEET 6 of 6

The space above is reserved for REGISTER of DEEDS

UTILITY and ROAD RIGHT-OF-WAY EASEMENT

The undersigned, Katherine M Jacobs, an individual and fee simple owner of the real property described below (the "Grantor"), for and in consideration of \$55,000.00 dollars, the receipt of which is hereby acknowledged, and other valuable consideration, does hereby grant and convey to the City of Bel Aire, a municipal corporation within the State of Kansas, and its successors and assigns a permanent easement for public utilities and road right-of-way, upon, under and above the following tract:

The North 30.00 feet of the South 60.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas except the East 50.00 feet thereof, subject to all existing easements of record.

This is a perpetual easement without expiration for the laying-out, location, construction, reconstruction, repair, maintenance and use of the property for road right of way, utilities and all appurtenant uses, including signage and landscaping.

This grant of a permanent easement is binding upon the current owner and her successors, heirs and assigns. The consideration paid for this permanent easement is full payment for its purchase and includes compensation for all damages, current and future, arising from use of the property as set out above.

Dated this

2224

day of February 2024

Grantor, Katherine M Jacobs

Accepted by vote of the City Council on _____ day of _________, 2024.

Jim Benage, Mayor, City of Bel Aire

STATE OF KANSAS			
COUNTY OF SEDGWICK) ss)		
BE IT REMEMBERE undersigned, a Notary Public i person, as fee simple owner ar above first written.	in and for the county	day of <u>February</u> , 2024, before n and state aforesaid, came Katherine M Jac ted and acknowledged this instrument on	ohe a sinal
IN TESTIMONY WH and year last above written.	EREOF, I have hereu	unto set my hand and affixed my notarial s	eal, the day
		Melsind Section	
My Commission Expires: <u>08</u>	[128/202Ce	MELISSA A. KREHBIEL Notary Public - State of Kansas My Appt. Expires	
STATE OF KANSAS COUNTY OF SEDGWICK)) ss)		
undersigned, a Notary Public II	n and for the county a	_ day of, 2024, before m and state aforesaid, came Jim Benage, City owledged it as the authorized act of the City	of Rel
IN TESTIMONY WHI and year last above written.	EREOF, I have hereur	nto set my hand and affixed my notarial se	al, the day
		N. D. III	
		Notary Public	
My Commission Expires:			

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made and entered into this ___ day of February, 2024, by and between Katherine M Jacobs, an individual and fee simple owner, herein referred to as "Grantor" and the City of Bel Aire, Kansas, a municipal corporation, located in the County of Sedgwick, State of Kansas, herein referred to as, "Grantee".

Grantor, in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Grantee, a Temporary Construction Easement for public utilities and road right-of-way (Exhibit A), upon, under and above the following described real estate situated in Sedgwick County, Kansas, to-wit:

The North 20.00 feet of the South 80.00 feet of the west 200.00 feet of the east 250.00 feet of the East 1/2 of the SE 1/4 of Section 13, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (Plan/Drawing to be provided by Garver)

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing all work or associated work on the 53rd Street Project, as described in (Exhibit A) on said Grantor's property.

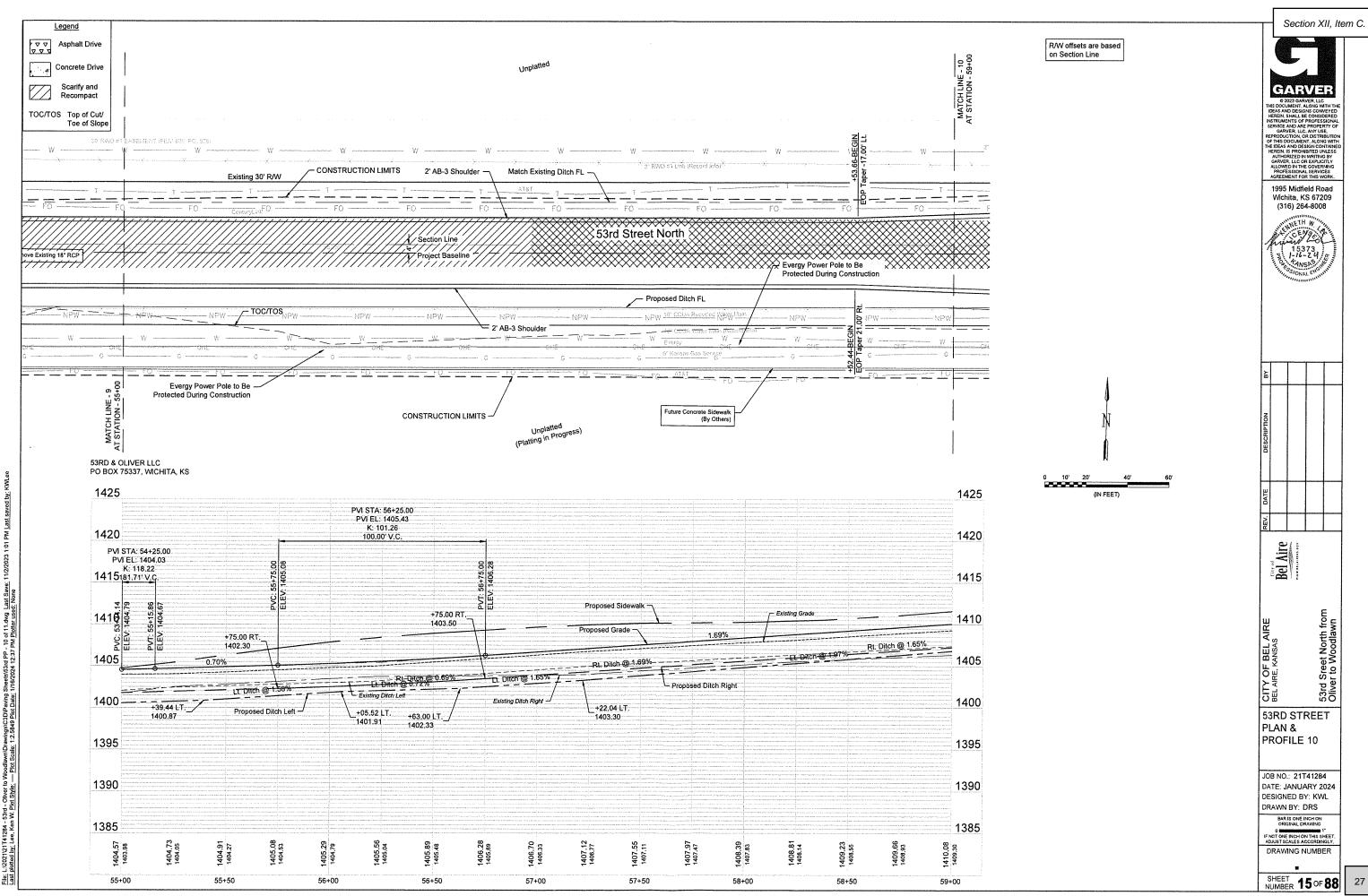
Said easement shall expire two years after final acceptance of the project by Grantee, or upon written release by Grantee.

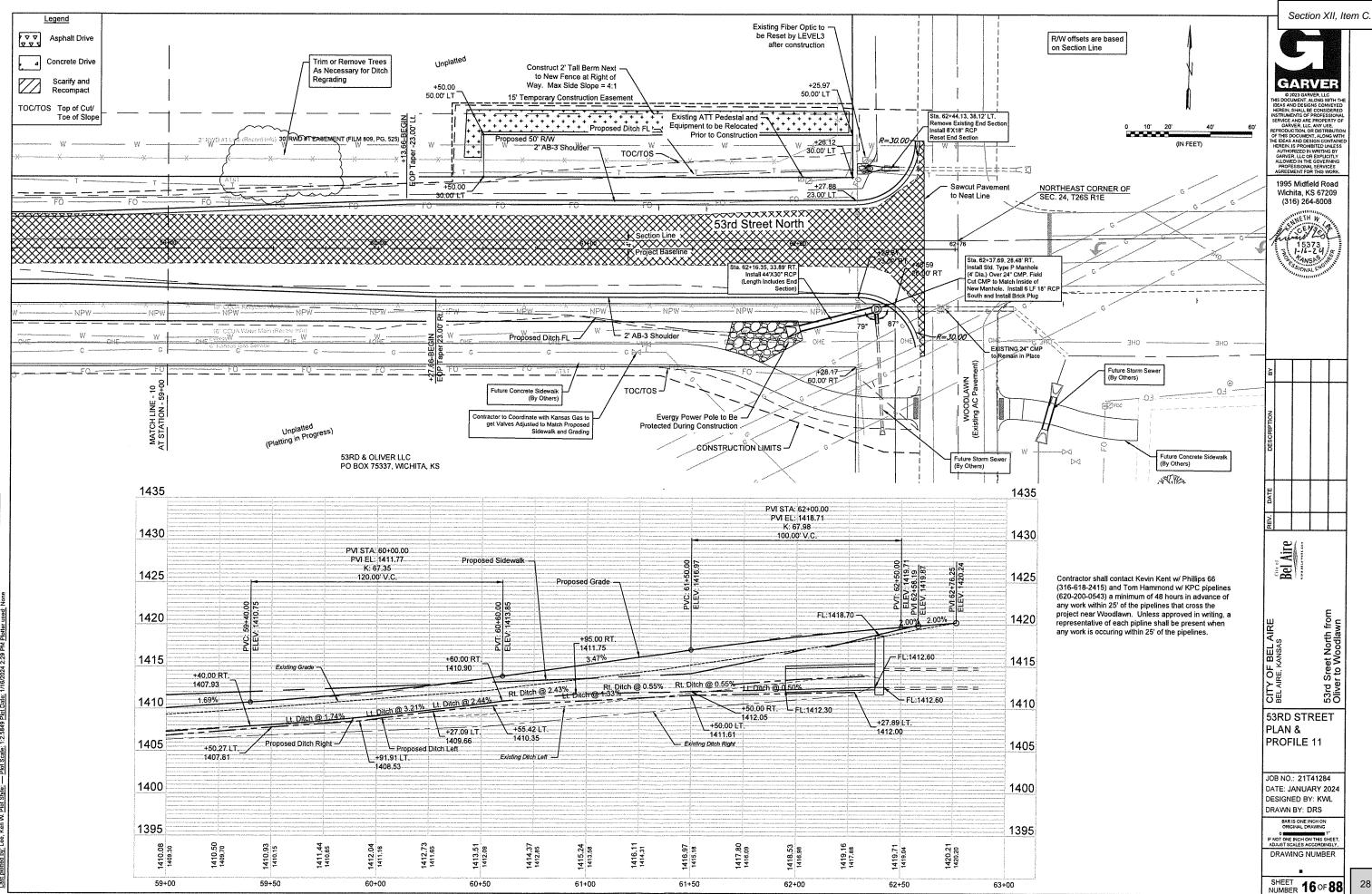
Grantor, Katherine M. Jacobs	-
Accepted by vote of the City Council on the	day of February, 2024.
	Jim Benage, Mayor, City of Bel Aire

day of February, 2024.

Dated this

STATE OF KANSAS	
COUNTY OF SEDGWICK) ss	
a Notary Public in and for the county and state afor	day of February, 2024, before me, the undersigned resaid, came Katherine M Jacobs, a single person, as knowledged this instrument on the date above first
IN TESTIMONY WHEREOF, I have here and year last above written.	unto set my hand and affixed my notarial seal, the da
	Mehon A. Kehliel Notary Public
My Commission Expires: 08/28/2026	MELISSA A. KREHBIEL Notary Public - State of Kansas My Appt. Expires 08/28/2026
STATE OF KANSAS	
COUNTY OF SEDGWICK) ss	
a Notary Public in and for the county and state afore	_ day of February, 2024, before me, the undersigned, esaid, came Jim Benage, City of Bel Aire, Mayor and authorized act of the City Council on the date above
IN TESTIMONY WHEREOF, I have hereu and year last above written.	nto set my hand and affixed my notarial seal, the day
	Notary Public
My Commission Expires:	





GILMORE & BELL, P.C. 02/27/2024

EXCERPT OF MINUTES OF A MEETING OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HELD ON MARCH 5, 2024

The Governing Body of the City met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:	
The May	or declared that a quorum was present and called the meeting to order.
	* * * * * * * * * * * *
	(Other Proceedings)
Thereupo	on, there was presented a Resolution entitled:
OF THI IMPRO GENER	DLUTION AMENDING AND SUPPLEMENTING RESLUTION NO. 21-40 E CITY OF BEL AIRE, KANSAS, WHICH AUTHORIZED CERTAIN VEMENTS TO 53 RD STREET IN THE CITY AND THE ISSUANCE OF AL OBLIGATION BONDS OF THE CITY TO PAY COSTS OF SUCH VEMENTS.
	solution was considered and discussed; and thereupon on motion of Councilmember onded by Councilmember, the Resolution was adopted by the following vote:
Yes:	
No:	
	on, the Resolution having been adopted by majority vote of the Governing Body, it was given as directed to be signed by the Mayor and attested by the City Clerk.

Section XII, Item D.

* * * * * * * * * * * * *	
(Other Proceedings)	
City Clerk	

GILMORE & BELL, P.C. 02/27/2024

RESOLUTION NO. R-24-

A RESOLUTION AMENDING AND SUPPLEMENTING RESLUTION NO. 21-40 OF THE CITY OF BEL AIRE, KANSAS, WHICH AUTHORIZED CERTAIN IMPROVEMENTS TO 53RD STREET IN THE CITY AND THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY COSTS OF SUCH IMPROVEMENTS.

WHEREAS, the governing body of the City of Bel Aire, Kansas (the "City"), has heretofore by Resolution No. 21-40 of the City, duly adopted on July 20, 2021 (the "Prior Resolution"), authorized, pursuant to K.S.A. 14-570 and K.S.A. 14-571, as amended by Charter Ordinance No. 19 (the "Act"), the following described improvements: reconstruction of 53rd Street from Woodlawn Avenue to Oliver Avenue, engineering and design for improvements on 45th Street from Woodlawn Avenue to Oliver Avenue, and asphalt overlay improvements on 53rd Street from Woodlawn Avenue to Rock Road; and

WHEREAS, the City, in the Prior Resolution, also authorized the issuance of general obligation bonds of the City to pay the costs of such improvements; and

WHEREAS, the governing body of the City now finds it necessary and advisable to amend and supplement the Prior Resolution by modifying both the description of authorized improvements and the estimated costs of such improvements.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read and provide as follows:

"SECTION 1. Project Authorization. The "Project," as defined and referenced in the Prior Resolution, is hereby modified to include only the reconstruction of 53rd Street from Woodlawn Avenue to Oliver Avenue, and such Project is authorized, ordered and directed, at an estimated cost, including financing costs, of \$2,600,000."

- **Section 2. Bond Authorization**. Costs of the Project and associated financing costs shall be payable, in whole or in part, by the issuance of general obligation bonds of the City (the "Bonds") under the provisions of the Act.
- **Section 3**. **Effective Date; Ratification**. This Resolution shall take effect and be in force from and after its adoption. This Resolution shall not be subject to any publication, petition in opposition or election under the Act. As amended and supplemented hereby, the Prior Resolution is ratified and confirmed.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on March 5, 2024.

	Mayor	
(SEAL)		
ATTEST:		
Clerk		

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 13, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 53rd Street, Oliver to Woodlawn Reconstruction Bids



BACKGROUND:

The City has been working on the reconstruction of 53rd Street from Oliver to Woodlawn for several years. Garver was selected to provide design services. Construction bids were accepted on February 13, 2023. Proposals for construction observation services will be accepted on February 27th and be presented to Council for consideration on March 5th.

DISCUSSION:

Bids were accepted on February 13th for the project. The project was bid with two alternatives – Alternate 1 was for concrete paving in lieu of asphalt paving. Alternate 2 was for the asphalt overlay of 53rd from Woodlawn to Rock Road. Start and Completion dates were also bid out. Four contractors responded to the solicitation.

	Engineer's Estimate	APAC	Kansas Paving	Pearson	Pardo
Base Bid	\$1,906,687.00	\$1,767,210.75	\$1,541,211.00	\$1,554,703.10	No Bid
	. , ,	. , , ,	. , , ,	. , , ,	
Add/Alt 1	\$332,028.00	\$202,906.00	\$216,740.50	\$202,906.00	\$774,732.00
Base Bid + Add/Alt. 1	\$2,238,715.00	\$1,970,116.75	\$1,757,951.50	\$1,757,609.10	\$1,999,822.90
Add/Alt 2	\$290,205.00	\$197,679.01	\$213,269.70	\$178,422.00	No Bid
Base Bid + Add/Alt 2	\$2,196,892.00	\$1,964,889.76	\$1,754,480.70	\$1,733,125.10	\$1,999,822.90
Base Bid + Add/Alt 1 + Add Alt 2	\$2,528,920.00	\$2,167,795.76	\$1,971,221.20	\$1,936,031.10	\$1,999,822.90
Asphalt Substantial Completion	October 1st	August 15 th	October 1st	October 1st	No Bid
Asphalt Final Completion	October 31 st	September 14 th	October 1 st	October 25 th	No Bid
Concrete Pavement Completion	October 1st	September 15 th	October 1st	November 29 th	October 1 st
Concrete Final Completion	October 31st	October 1st	November 15 th	December 20 th	October 20 th

<u>FINANCIAL CONSIDERATIONS:</u> The cost of the improvements for this project will be financed through a general obligation bond.

<u>POLICY DECISION:</u> Staff adhered to the purchasing policy in gathering a minimum of three bids for the project.

<u>RECOMENDATION:</u> Council is going to have to decide how much the quicker completion date is worth. The City has worked with all three of the four contractors. The City has not worked with APAC recently, but they have a good reputation in the area. Any of the four contractors will do a good job for the City if selected for this project.



March Marc				Engineers Estimate		Contractor	Apac	Kan	sas Paving	1	Pearson		Prado
1	Water Project	Quantity		Extension	Total	Extension	Total	Extension Total	al	Extension	Total	Extension	Total
Comment Continue		1											
		1											
Secure Afford Secure 1	Site Restoration Transportation of Salvanable Materials												
Second Fig. Company		1											
Proceed primaries histories 1.00	6 Excavation, Common			\$ 10.00	\$ 69,250.00				31,508.75	\$ 8.00	\$ 55,400.00		\$ 55,400.00
	7 Compacted Fill		су										
December 1900													
10 Security 15 Securit													
Good processes (Section processes) (1996) 1400	10 Removal of Existing Asphalt Pavement												
13 Activated Pet Bass (1860) 14 Activated Pet Bass (1860) 15 Activated Pet Bass (1860) 16 Activated Pet Bass (1860) 16 Activated Pet Bass (1860) 17 Activated Pet Bass (1860) 18 Activated Pet							• •,•=•··•	\$ 1.75 \$					
Decomposition Composition	13 AC Pavement 7" (5" Bit. Base) (BM-2)	18446				\$ 34.00		\$ 32.00 \$				\$ -	\$ -
March Company Fig. Company	14 Concrete Valley Gutter Pavement (7")		sy										
Prof. State Prof.	15 Driveway Concrete Pavement (6") (Reinforced)(AE)		sy										
								\$ 7.00 \$		\$ 14.00			
	19 SWS Removed and Reset			\$ 50.00	\$ 9,000.00	\$ 78.00	\$ 15,266.UU	\$ 35.00 \$	0,000.00			\$ 30.00	\$ 5,000.00
2 Proposed PT				\$ -	\$ -	\$ -	\$ -	\$ - \$				\$ -	\$ -
2		281	If	\$ 20.00	\$ 5,620.00	\$ 7.00	\$ 1,967.00	\$ 95.00 \$	26,695.00	\$ 130.00	\$ 36,530.00	\$ 130.00	\$ 36,530.00
24 Page Secure (CPC) 11	22 Crushed Rock Base 6", Reinforced		sy					\$ 9.00 \$					
2 Part Service 1 1 1 1 1 1 1 1 1								\$ 10.00 \$					
Street Proceedings Street Stree													
Pines Pine													
The property of the property													
20 Decide Code SVP (PDP 1													
Section Sect		3				\$ 1,300.00							
Section Committee Commit	30 End Section, SWS 24", RCP				\$ 1,200.00	\$ 500.00	\$ 1,000.00					\$ 1,150.00	\$ 2,300.00
Section Company Comp	31 End Section, SWS 18", RCP												
Montage PC Table	32 5'x3' RCBC												
Section Company Comp		_											
18 Recommendation 1 eas \$ 4,000.00 \$ 4,000.00 \$ 3,000.00 \$ 3,000.00 \$ 5,000.00	34 MH, Type P (5 Dia.)	·		\$ 5,500.00	\$ 5,500.00	\$ 2,200.00		\$ 3,525.00 \$	3,525.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00
3 GCC Parameter 22 F 5 50,000 5 40000 5 50,000		1											
38 Pip-Pips 1985 1980 19 1 10 10 1 10 10 10	37 RCBC Handrail	22											
3 Renner Regions Af Polished Yardhard 1 e.e. 5 3,500.00 5 3,500.0	38 Rip-Rap, Light Stone w/ Bedding		sy					\$ 100.00 \$					
4 Signing		1	ea	\$ 3,500.00		\$ 8,775.00	\$ 8,775.00	\$ 6,390.00 \$	6,390.00		\$ 10,900.00	\$ 10,900.00	\$ 10,900.00
42 Mattor, Removed and Report 3 ea 5 35000 8 1,0500 8 1,0500 8 1,0500 8 1,0500 8 1,0500 8 3,0500	40 Pavement Marking									\$ 34,500.00	\$ 34,500.00		
40 Contraction Traffic Control 1	41 Signing	·											
March Sender Personent (Phytoseoched) 5.6 ec \$ 7,500.0 \$ 3,400.00 \$ 1,000.00 \$ 3,400.00 \$ 1,000.00 \$ 3,400.00 \$ 1,000.00 \$ 3,400.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$ 1,000.00 \$ 6,200.00 \$													
68 BMP Temporary Seeding	44 Seeding Permanent (Hudrogooded)												
46 BMP Encision Control Blanket	45 BMP Temporary Seeding												
47 BMP, Debts Checks	46 BMP, Erosion Control Blanket												
49 Mornment Book 1 ea \$ 1,000.0 \$ 1,000.0 0 \$ 1,659.00 \$ 2,000.0 0 \$ 2,000.0 0 \$ 1,275.0 0 \$ 770.00 0 \$ 770	47 BMP, Ditch Checks	118			\$ 11,800.00	\$ 110.00	\$ 12,980.00	\$ 1.00 \$	118.00			\$ 200.00	\$ 23,600.00
Second S	48 BMP, Construction Entrance												\$ 2,000.00
Base Bid Subtotal \$ 1,966,687,00 Base Bid Subtotal \$ 1,767,210.75 Base Bid Subtotal \$ 1,541,211.00 Base Bid Subtotal \$ 1,254,703.10 Base Bid Subtotal \$ 1,254,093.90													
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Deduct 7 AC Pavement 19446 sy \$ 3.20 \$ 590,272.00 \$ 34.00 \$ 627,164.00 \$ 3.20 \$ 590,722.00 \$ 20.00 \$ 534,934.00 \$ 4.20 \$ 774,732.00 \$ 45.00 \$ 3.20,200.00 \$ 43.75 \$ 40.00 \$ 737,849.00 \$ 42.00 \$ 774,732.00 \$ 45.00				Dase Diu Subtotai	\$ 1,500,007.00	Dase Diu Subtotai	\$ 1,767,210.75	Base Biu Subtotai \$	1,541,211.00	Dase Diu Subtotai	\$ 1,554,705.10	Dase Diu Subtotai	\$ 1,225,050.50
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Add Alternate \$2 - Woodlawn to Rock Overlay				Add/Alt. #1 Subtotal	\$ 332,028.00	Add/Alt. #1 Subtotal	\$ 202,906.00	Add/Alt. #1 Subtotal \$	216,740.50	Add/Alt. #1 Subtotal	\$ 202,906.00	Add/Alt. #1 Subtotal	\$ 774,732.00
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Asphalf Substantial Completion Date October 1st, 2024 August 15th, 2024 October 1st, 2024 October 1st, 2024 October 1st, 2024 Asphalf Final Completion Date October 3st, 2024 September 14th, 2024 October 1st, 2024 October 25th, 2024 Concrete Start Date March 18th, 2024 October 1st, 2024 October 1st, 2024 November 25th, 2024					\$ 2,528,920.00		\$ 2,167,795.76		1,971,221.20		\$ 1,936,031.10		\$ 1,999,822.90
Asphalf Substantial Completion Date October 1st, 2024 August 15th, 2024 October 1st, 2024 October 1st, 2024 October 1st, 2024 Asphalf Final Completion Date October 3st, 2024 September 14th, 2024 October 1st, 2024 October 25th, 2024 Concrete Start Date March 18th, 2024 October 1st, 2024 October 1st, 2024 November 25th, 2024	•	Ac-1-110	tort Data	Moroh 40th Of	224	M 40	th.	Moret 40th		Marris 41	0+h		
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Concrete Final Completion Date October 31st, 2024 October 1st, 2024 November 15th, 2024 December 20th, 2024 October 20th, 2024													
		Concrete Final C	Completion Date	October 31st, 2	024	October 1st,	2024	November 15th, 20	124	December 20	th, 2024	October 20th,	2024

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 27, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 53rd Street, Oliver to Woodlawn Construction Inspection Bids



BACKGROUND:

The City has been working on the reconstruction of 53rd Street from Oliver to Woodlawn for several years. Garver was selected to provide design services. Construction bids were accepted on February 13, 2023. Council tabled the bids for construction pending the resolution of the final parcel left outstanding. Proposals for construction observation services were accepted on February 27th.

DISCUSSION:

Proposals were solicited from four firms with only three firms (PEC, Transystems and WSP) responding with a proposal for the project. The firms were asked to provide a scope of services, experience of personnel who would be working on the project and a fee or fee range for services. Construction testing services were being solicited under a separate proposal, with the selected Inspection firm being asked to oversee and assist in coordinating the testing.

PEC has worked with the City of Bel Aire on multiple projects. They reviewed the design plans for this project and provided construction observation services on the 2023 Street Maintenance project. PECs lead inspector will be Clint Rogers who has 23 years of experience and was the inspection lead on the 2023 Street Maintenance project. PEC's estimated fee for their construction services is \$241,465.00. PEC can also preform the geotechnical compliance testing for this project at an additional cost of \$27,531.40, for a total of \$268,996.40. I reached out to PEC and their fee for the testing services is independent of whether or not they are chosen for the construction inspection.

Transystems has worked with the City of Bel Aire on multiple projects – the street infrastructure study for the impacts of Integra and the design and inspection of the Sunflower Commerce Park. Transystems has inspected multiple City, State and Federal projects in the region. Transystems lead inspector will be Sam Wingert. Sam has more than 33 years of experience with Transystems and KDOT working on construction inspection projects. Transystems fee range for construction services is between \$215,000 and \$285,000. The range is dependent on the Council's choice of contractor and asphalt or concrete construction. Transystems was contacted about compliance testing services and all of their construction observers are KDOT certified to run compaction tests for subgrade, asphalt, concrete, make/break concrete cylinders and run gradations. Their fees for this are build into the inspection fees quoted above. There would be some minimal additional charges to do soil borings/testings to come up with the "proctors" needed for the analysis of the test results. The proctors are soil tests to develop moisture/density relationship curve to indicate pass/fail results on subgrade testing. These are required in order to evaluate field compaction tests.

While WSP is a relatively new firm to the Wichita area, their personnel are not. Their lead inspector, Jim Duling was the lead inspector on the 53rd Street Reconstruction project in Park City. WSP is also the lead engineering firm on the K-96 Expansion Project. WSP's estimated fee for their construction services is



\$277,176.32. WSP would work with Kaw Valley Engineering to run construction compliance testing. They estimate that it will cost approximately \$27,063.50 for this work. They also mentioned that Jim Duling, their inspector has been trained in these tests and can sample materials and deliver them to the lab to reduce fees as much as possible. They also have other inspectors who are KDOT certified in the field testing in case of emergency. The total of the inspection plus the field testing is \$304,239.82.

<u>FINANCIAL CONSIDERATIONS</u>: The cost of the improvements for this project will be financed through a general obligation bond.

<u>POLICY DECISION:</u> Staff adhered to the purchasing policy in gathering a minimum of three bids for the project.

<u>RECOMENDATION:</u> Staff have worked directly with both Transystems and PEC on projects in Bel Aire. WSP has a very good reputation in the industry and was highly recommended by local contacts. WSP's lead inspector attended the pre-construction meeting, bid letting and Council meeting on February 20th to listen to the discussions.

Staff feels that any of these three firms would provide the City with strong oversight and good communication.





February 27, 2024

Anne Stephens, PE | City Engineer City of Bel Aire 7651 E. Central Park Ave. Bel Aire, KS 67226

RE: Construction Engineering Inspection Services | 53rd Street, Woodlawn to Oliver Street Reconstruction

Dear Ms. Stephens,

We have observed the recent influx of residential development along this corridor and the deterioration of the existing roadway – making this project important to the current and future citizens of the City of Bel Aire. We also understand the City's need to hire a consultant for the construction engineering design (inspection and construction administration).

As a trusted partner, we believe we are the right choice for this construction engineering work. The selection of PEC's team provides the following benefits:

- **Familiarity** We know the project and City staff. PEC reviewed the design plans for the City of Bel Aire prior to bidding, giving us a thorough understanding of the overall project. We also have a great working relationship with City staff and consultant design team.
- **Commitment** PEC is committed to the City of Bel Aire and to this project's success. This is the City's project, and we are committed to ensuring your interests are represented throughout.
- **Expertise and Proven Success** PEC has a long resume of successful recent roadway reconstruction projects, having performed inspection and construction administration services. Our team has a great reputation in the metro area for providing high quality services for this type of work.
- **Local Firm** PEC is headquartered in Wichita and the local teams assigned to this project specialize in municipal transportation projects. Our proximity and availability allow us to provide response times that are unmatched.
- **Communication** We will demonstrate transparency and open communication by listening to project stakeholders and answering questions as they arise during the construction process. Communication is everything.

PEC Leadership and Points of Contact

PEC leadership staff assigned to this project include, Ben Mabry, PE (Principal-in-Charge), Matt Haug, PE, PTOE (Inspection), and Tim Aziere, PE, PTOE (Construction Administration). Please contact us with any questions related to this proposal.



Ben Mabry, PE Princiapl-in-Charge ben.mabry@pec1.com 316.207.9221

Ben is the Vice President of Municipal Transportation Engineering at PEC. He is responsible for managing design teams for roadway projects of all sizes. Ben's experience as City Engineer in several communities in Kansas provides a real-world perspective and an appreciation for the challenges City governments face. Ben will be responsible for making certain all project challenges are met by the project team. **Ben has 19 years of experience.**





Matt Haug, PE, PTOE VP of Inspection matt.haug@pec1.com 316.249.7029

Matt is the Vice President of the Inspection Division. His responsibilities on this project will include managing the inspection team during construction, providing on-site inspection as needed, representing the City to ensure contract fulfillment with respect to quality/acceptability of materials furnished, work performed, manner of performance, and rate of progress of the work.

Matt has 19 years of experience.



Tim Aziere, PE, PTOE Construction Administration tim.aziere@pec1.com 316.641.7912

Tim wlll lead the construction administration on this project. His role will be to coordinate with City staff on project traffic and phasing changes and review all submittals and reports. He is also handles arterial roadway design and traffic analysis including pavement design, signalization, roadway geometrics, traffic markings, drainage systems, construction traffic control, accident research, traffic volume evaluation, and warrant analysis. **Tim has 28 years of experience.**



Clinton Rogers
Municipal Inspection
Team Lead
clint.rogers@pec1.om
316.250.1865

Clint will help to provide inspection oversight and on-site inspection as needed on this project. He has extensive knowledge and experience inspecting on a wide range of projects including bridges, highways/roadways, RCB structures, concrete and asphalt paving, underground utilities, and soils (grading, excavation, embankment). Clint is also skilled in surveying, grade checking, and material testing within asphalt and concrete plants/labs, nuclear density, gradations, and testing of soils, asphalt, and concrete.

Clint has 23 years of experience.



Randy Pepowski, AET Transportation Inspection Team Lead randy.pepowski@pec1.com 316.734.6033

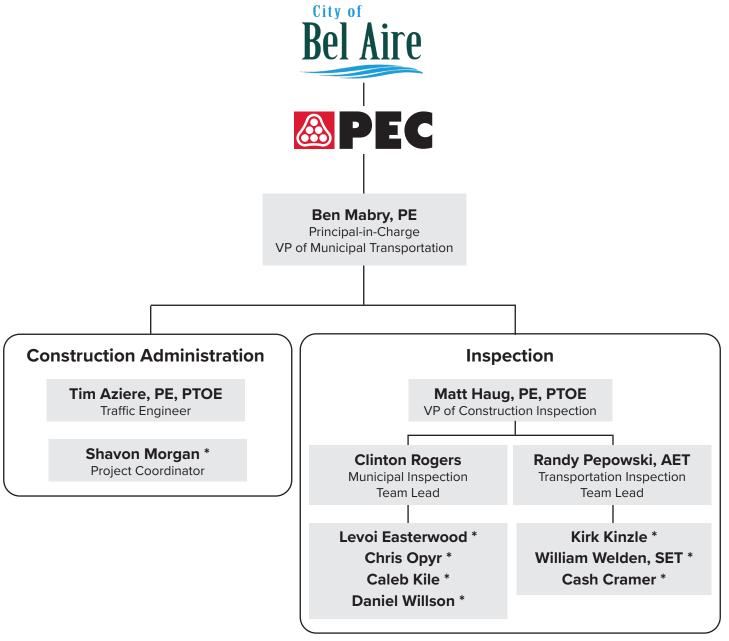
Randy will help to provide inspection oversight and on-site inspection as needed on this project. He has extensive knowledge and experience inspecting a wide range of transportation projects. Randy's responsibilities include serving as project manager on various KDOT and KDOT/LPA projects, along with training and mentoring junior inspectors. Randy also has extensive experience with project administration and finalization under CMS and more recently, AASHTOWare. He is also skilled at field testing aggregates, soils, asphalt, and concrete. **Randy has 33 years of experience.**

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, PA

By Manag

Ben M. Mabry, PE VP Municipal Transportation Engineering



* Resumes available upon request



Section XII, Item F.

KDOT Certified Inspector Training

PEC Field Services has successfully worked with KDOT staff and local municipal representatives on a number of inspection assignments demonstrating previous experience on similar projects. While we understand this is not a KDOT project, we can provide the City with the same level of experience as we would any KDOT project. Please see below for a sampling of projects along with the profiles of PEC Field Services personnel that have been highlighted for this proposal.

KDOT CIT			INSPECTION																
KDOT CIT	Cert. No.		1131 2311314								ACI					QCA	QCS		
Name		BI	API	CPI	STR	csw	TCI	DSI	PDI	AGF	AGL	HCP	CF	РО	SF	SOF	NUC	ASPHALT	CONCRETE
William P. Welden	860	•	•	•	•	٠	٠		•	٠	٠		•			•	٠		
Randy C. Pepowski	931	•	•	•	•	•		•	•	•			•		•	•	•	•	
Clinton J. Rogers	1106	•	•	•	•	•		•	•	•			•		•	•	•	•	
Guadalupe Cardenas	1398												•						
Danny A. Kernes	1401									•	•		•		•			•	•
Donald R. Woodworth	1632									•			•						
Kirk D. Kinzle	2663	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Matthew J. Haug	2759	•	•	•	•					•					•			•	
Patrick A. Younkin	3598									•	•	•	•		•	•		•	•
Jaron W. Bowersox	5005												•						
Luke A. Rogers	5141									•			•			•	•	•	•
Jesus D. Rojas	5210												•						
Roberto Martinez	5222									•	•		•			•	•		
Dane J. Riley	5673									•	•	•	•		•	•			
Daniel R. Willson	5996	•	•	•	•	•	•		•				•						
Levoi D. Easterwood	6239	•	•	•	•								•				•		
Phillip J. Smith	6317												•						
Caleb J.P. Kile	6448	•	•	•	•	•							•						
Cash M. Kramer	6500	•	•	•	•			•	•				•					•	•
Christopher P. Opyr	6571												•						
Aiden Sieve	6597																		
Tristan W. Engelke	5451	•	•	•	•	•		•	•				•			•	•		

Indicates Inspection Division Staff

KEY								
BI API	Basic Inspection Asphalt Paving Inspection	ACI CF	American Concrete Institute Concrete Field Tester					
CPI	Concrete Paving Inspection	PO	Profilograph					
STR CSW	Structures Inspections Construction Stormwater	SF SOF	Superpave Field Soils Field Tester					
DSI	Training Drilled Shaft Inspection	NUC QCA	Nuclear Gauge QC/QA Asphalt Specifications					
PDI AGF	Pile Driving Inspection Aggregate Field Tester	QCS	QC/QA Concrete Specifications/CTB					
AGL HCP	Aggregate Lab Technician Hardened Concrete Properties	PDI	Pile Driving Inspection					





Section XII, Item F.

PEC Select Project Experience for Inspection and/or Construction Adminis

- 87 N-0650-01 5th Street (85th Street) Bridge over Wichita-Valley Center Floodway to Broadway including Construction Administration; Valley Center, KS
- 20-PF-004 Columbus High School Avenue including Construction Administration; Columbus, KS
- · Street Maintenance; Bel Aire, KS
- · Air Capital Drive; Park City, KS
- Edgerton Road Improvements; De Soto, KS
- Arbor Valley Subdivision; Valley Center, KS
- Cedar Ridge Subdivision; Valley Center, KS
- Young Industrial 3rd; Kechi, KS
- 11-KA-3555-01 LPA K-103 Main Street, Lincoln to Jefferson; Weir, KS
- 126-19 KA 3103-01 Bridge #039 on K-126 over KCS Railway; Crawford County, KS
- 146-67 KA 6134-01 Bridge #054 Repair and Overlay; Neosho County, KS
- 23 KA 4767-01 6th Street Tennessee to Ohio; Lawrence, KS
- 50-78 KA 5829-01 Mill and Overlay; Reno County, KS
- 54-87 KA 2382-01 East Kellogg (US 54/400) Webb Road Interchange; Wichita, KS
- 55-96 KA 3887-01 Bridge #116 Replacement; Sumner County, KS
- 59-50 KA 3903-01 Bridge #008 Replacement; Labette County, KS
- 59-50 KA 3903-01 KDOT US-59 Bridge #008 Replacement; Labette County, KS
- 5 KA-4256-01 Great Bend Grant Street LPA; Great Bend, KS
- 6-U-2290-01 LPA fort Scott National Avenue, 13th to 6th; Fort Scott, KS
- 61-78 KA 5889-01 RCB Guardrail; Reno County, KS
- 69-19 KA 3928-01 Bridge #004 on US-69; Crawford County, KS
- 69-19 KA 5985-01 US-69 Resurfacing; Arma, KS
- 8-KA-3554-01 LPA K-254 Central Avenue, Emporia Street to Denver Street; El Dorado, KS
- 81-79 KA 5108-01 KDOT HMA US-81; Republic County, KS
- 87-TE-0598-01 LPA McLaughlin Street Pedestrian and Bicycle Path; Valley Center, KS
- 87 N-0638-01 Emporia Street Sidewalk Improvements; Valley Center, KS
- 87 N-0717-01 Academy Avenue Improvements; Maize, KS
- 146-67 KA 6134-01 KDOT Bridge #054 Repair and Overlay; Neosho County, KS
- 61-78 KA 5889-01 RCB Guardrail; Reno County, KS
- 69-19 KA 3928-01 Bridge #004 on US-69 Replacement; Crawford County, KS
- 55-96 KA 3887-01 Bridge #116 Replacement; Sumner County, KS









EXHIBIT A

A. Project Description

1. Construction Engineering Services during construction of the 53rd Street Reconstruction from Oliver to Woodlawn within the City of Bel Aire, Kansas and hereinafter referred to as PROJECT.

B. Anticipated Project Schedule.

- 1. PEC anticipates the notice to proceed for construction to be issued approximately March 18, 2024 and for the on-site construction to be final complete approximately October 31, 2024 (210 Calendar Days).
- 2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Scope of Services:

- 1. Construction Administration and Inspection Scope of Services:
 - a) PEC will provide construction inspection services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
 - b) Provide a resident project representative (RPR) to perform construction inspection, documentation; witness field testing of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the project documents (plans, specifications); and maintain project records to document the work.
 - c) Provide the following specific scope of services as listed in the original RFP Solicitation:
 - i. Review of project submittals to ensure compliance with plans and specifications.
 - ii. Daily and Weekly Field Reports during construction, including a daily count of general contractor and subcontractor personnel on-site and note if the contractor is working on the controlling item of work based on the current construction schedule.
 - iii. Tracking of working days, weather days (including daily precipitation totals) and any other delays as needed for contract compliance.
 - iv. SWPPP inspections and record-keeping at a minimum of a weekly basis
 - v. Coordination with the design engineer and the City of Bel Aire on any RFI's
 - vi. Coordination with Garver for staking requests (72-hour notice requested)
 - vii. Preparation of Monthly Pay Requests
 - viii. Preparation of Change Order Requests
 - ix. Preparation of Record Documents including:
 - Record Drawings
 - Daily Reports
 - Pay Applications
 - Change Orders
 - Submittal Register
 - Pictures



- Pipe Certifications
- Testing Results
- Engineering Certifications
- Requests for Information along with their resolution
- x. Coordination with City Staff for project traffic and phasing changes.
- xi. Provide one staff member for full-time inspection of the project when the contractor is working as well as extra staff to be available as needed.
- xii. Observe and assist in coordinating all construction material testing. The City will be contracting directly with the geotechnical services firm. It is expected that the CE firm will assist in coordinating the required construction testing.
- xiii. Provide a telephone number/email address that can be proved to the public for any questions regarding the project (past experience has shown that budgeting approximately 5 hours/week throughout the course of the project is adequate).
- xiv. Lead the pre-construction meeting between the Contractor, Design Engineer and City.
- xv. Attend the public pre-construction meeting.
- d) To provide various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.

D. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Provide a point of contact for day-to-day communications.
- 2. PEC resident project representative will utilize office space at the Owner's designated location.
- 3. Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
- 4. Furnish to PEC any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include hazardous conditions and/or history of site contamination, underground utilities, etc.
- 5. Provide right of entry for PEC's personnel in performing site visits, field testing, and inspections.
- 6. Provide 24-hour notice of anticipated testing services needed.
- 7. Provide electronic copies of construction plans, construction specifications, and/or Geotechnical Reports if requested and not developed/conducted by PEC.
- 8. Provide information related to known and/or potential hazardous subsurface conditions and/or history of site contamination.
- 9. Pay PEC for authorized additional work associated with services not included in this agreement or overages of the quantities outlined in this agreement.



E. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

- 1. Entrance into a permit-required or non-permit required Confined Space.
- 2. Construction Staking
- 3. Record Drawings in any other format than Red-Line Drawings,
- 4. Testing for Sanitary Sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.
- 5. Final size of thrust blocks.
- 6. Storm Water Sewer video recording and log.
- 7. Water Quality and Pressure Testing.
- 8. Transcribing and distribution of Pre-Construction, Progress, or Coordination Meeting Notes.
- 9. Permit and Review Fees.
- 10. Environmental assessments/clearances.
- 11. Inspection of contractor activities other than a single shift between 7:00AM and 6:00PM Monday through Friday.
- 12. **Work on Saturdays,** Sundays, City holidays. If the contractor is granted permission to work on these days, staff may be available for construction services (inspection and materials testing) but this work or any work beyond the single shift described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.
- 13. Additional services not included in the above scope of services.
- 14. Franchise Utility Design.
- 15. Railroad/Railway Design.
- 16. Appraisal and acquisition of easements and right-of-way.
- 17. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

F. PEC's Fees & Reimbursable Expenses.

- 1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
- 2. The basis of the fees for this work is based on the contract requirements provided to the contractor for a total of two-hundred ten (210) calendar days for the contractor to reach final completion for the PROJECT. Work is anticipated on Monday through Friday for eight (8) regular hours per day and one (1) OT hours per day during construction for the PROJECT with scope for attending the preconstruction meeting, project preparation (set-up, project documents printing), post construction closeout documentation, inspector manager oversite, project mileage, and materials testing. If more than two-hundred ten (210) calendar days elapse from the Construction Notice to Proceed to final completion of the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates.
- 3. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Construction Observer.
- 4. The fee presented below is an estimate. PEC's Fee for its Scope of Services will be billed on an hourly basis, plus reimbursable expenses at the rates established on the



current PEC Rate Schedule A.

- 5. The estimated fee which includes reimbursables for Construction Services is \$241,465.00.
- 6. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

2024 RATE SCHEDULE A**



<u>TITLE</u>	HOURLY RATE *
Principal Engineer	\$230
Senior Project Manager	\$210
Project Manager	\$190
Senior Engineer	
Project Engineer	
Senior Landscape Architect	\$175
Landscape Architect	\$125
Senior Planner	
Planner	\$150
Design Engineer	\$130
Senior Technician	\$145
Design Technician	
Senior Commissioning Agent	\$150
Commissioning Agent	\$125
GIS Specialist	\$145
GIS Analyst	\$115
Project Coordinator	\$100
Project Assistant	\$90
Senior Field Project Manager	\$190
Field Project Manager	\$150
Senior Inspector	\$155
Inspector	\$120
Senior Field Technician	\$100
Field Technician	\$80
Driller	\$105
Land Surveyor	\$135
Party Chief	\$115
Survey Technician	\$95
	5 multiplier
*Premium time for all non-salaried personnel or as noted in the contract 1.5	
*Premium time for all non-salaried personnel or as noted in the contract 1.5 REIMBURSABLES:	5 multiplier
*Premium time for all non-salaried personnel or as noted in the contract 1.5 REIMBURSABLES: Infrared Camera	5 multiplier \$50/Hour
*Premium time for all non-salaried personnel or as noted in the contract 1.5 REIMBURSABLES: Infrared Camera Structural Testing Equipment	5 multiplier \$50/Hour \$50/Hour
*Premium time for all non-salaried personnel or as noted in the contract 1.5 REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants	5 multiplier\$50/Hour\$50/HourCost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography	5 multiplier\$50/Hour\$50/HourCost plus 10%Cost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% Cost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material	\$50/Hour \$50/Hour \$50/Hour Cost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage.	\$50/Hour \$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage Truck Mileage	\$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$000 Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV	\$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$000 Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS.	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$50/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner	\$50/Hour \$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$50/Hour \$150/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage Truck Mileage ATV GPS. 3D Laser Scanner Robotic Total Station	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$150/Hour \$50/Hour \$50/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$50/Hour \$150/Hour \$150/Hour \$150/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit	\$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$000 Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$50/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use	\$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$000 Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$75/Hour
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use Car Rental and Fuel	\$50/Hour \$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$50/Hour \$150/Hour \$150/Hour \$150/Hour \$75/Hour Cost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use Car Rental and Fuel Per Diem, Meals	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$150/Hour \$150/Hour \$150/Hour \$75/Hour Cost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use Car Rental and Fuel Per Diem, Meals Per Diem, Lodging	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$150/Hour \$150/Hour \$150/Hour \$75/Hour Cost plus 10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera	\$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$10% \$10% \$10% \$10% \$10% \$18\$ Rate/Mile \$20/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$75/Hour \$75/Hour \$0st plus 10% \$10% \$10% \$10% \$10% \$10% \$10% \$10%
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage Truck Mileage ATV. GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use. Car Rental and Fuel Per Diem, Meals Per Diem, Lodging Deliveries and Overnight Mail Travel, Hotel, Meals, and Subsistence	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$75/Hour Cost plus 10% Cost
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% For plus 10% Fo
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use Car Rental and Fuel Per Diem, Meals Per Diem, Lodging Deliveries and Overnight Mail Travel, Hotel, Meals, and Subsistence Filing Fees Concrete Testing Equipment	\$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$50/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour Cost plus 10% S10/Each
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera. Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage. Truck Mileage ATV. GPS. 3D Laser Scanner. Robotic Total Station. UAS. Mobile Lidar Unit. Drill Rig Use. Car Rental and Fuel Per Diem, Meals. Per Diem, Meals. Per Diem, Lodging Deliveries and Overnight Mail. Travel, Hotel, Meals, and Subsistence Filing Fees Concrete Testing Equipment Nuclear Gauge Equipment	\$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$50/Hour \$10% \$20/Hour \$150/Hour \$150/Hou
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material Vehicle Mileage Truck Mileage ATV GPS 3D Laser Scanner Robotic Total Station UAS Mobile Lidar Unit Drill Rig Use Car Rental and Fuel Per Diem, Meals Per Diem, Meals Per Diem, Lodging Deliveries and Overnight Mail Travel, Hotel, Meals, and Subsistence Filing Fees Concrete Testing Equipment Nuclear Gauge Equipment Compression Tests of Cylinders	\$50/Hour \$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% Cost plus 10% IRS Rate/Mile \$0.70/Mile \$20/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$150/Hour \$0.50/Hour \$150/Hour \$15
*Premium time for all non-salaried personnel or as noted in the contract REIMBURSABLES: Infrared Camera. Structural Testing Equipment Outside Consultants Reproduction & Photography Equipment Rental Material. Vehicle Mileage. Truck Mileage ATV. GPS. 3D Laser Scanner. Robotic Total Station. UAS. Mobile Lidar Unit. Drill Rig Use. Car Rental and Fuel Per Diem, Meals. Per Diem, Meals. Per Diem, Lodging Deliveries and Overnight Mail. Travel, Hotel, Meals, and Subsistence Filing Fees Concrete Testing Equipment Nuclear Gauge Equipment	\$50/Hour \$50/Hour \$50/Hour \$50/Hour Cost plus 10% Cost plus 10% For pl

^{**}The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.



February 6, 2024

Anne Stephens City Engineer City of Bel Aire 7651 E. Central Park Bel Aire, Kansas 67226

Reference: AGREEMENT for Bel Aire – 53rd Street Compliance Review

Bel Aire, Kansas

PEC Project No. 240077-000

Dear Mrs. Stephens:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to The City of Bel Aire ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

RWH:jab	PROFESSIONAL ENGINEERING CONSULTANTS, P.A.				
	Ву:	, Signatory			
	Printed Name:				
	Title:				
	Date:				
ACCEPTED:	THE CITY OF BEL AIRE				
	Ву:				
	Printed Name:				
	Title:				
	Date:				

Section XII, Item F. PROFESSIONAL ENGINEERING CONSULTANTS

EXHIBIT A

A. **Project Description**

The Bel Aire 53rd Street Compliance Review (Project) shall consist of existing geotechnical report (by others) review and additional construction testing if required to verify existing report findings.

B. Anticipated Project Schedule.

1. Project Schedule will be based on the construction schedule of the project.

C. **Project Deliverables**

1. This Project Deliverables shall consist of providing an outline with comments, discrepancies, and additional questions and recommendations posed from PEC's review.

D. Scope of Services:

- 1. General Scope Items for Geotechnical Engineering Services:
 - a) PEC will review the existing Geotechnical Engineering report produced by others.
 - b) PEC will provide an outline of discrepancies, comments, additional questions and recommendations for others.

E. Additional Responsibilities of Client:

The **Client** agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Provide Geotechnical Reports and Addendums for review.
- 2. Provide all questions and answers previously posed regarding existing Geotech report produced by others.
- 3. Drawings, studies, reports, and other information available pertaining to the existing building and site.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Construction Staking
- 2. Construction Materials Testing

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

- 1. Offsite removal of spoils
- 2. Environmental services
- 3. Handling of contaminated soils

H. PEC's Fees & Reimbursable Expenses.

- 1. PEC will invoice **Client** one time per month for services rendered and Reimbursable Expenses incurred in the previous month.
- 2. PEC's Fee for its Scope of Services will be a lump sum fee of:

Discipline	Subtotal
Geotechnical Engineering	\$2,750.00
Totals	\$2,750.00

3. Taxes are not included in PEC's Fees. **Client** shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

****Please fill out the Project Information Sheet attached to the end of this document****

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Section XII, Item F. PROFESSIONAL ENGINEERING CONSULTANTS

EXHIBIT B

A. **Project Description:**

The Bel Aire 53rd St. Oliver to Woodlawn (Project) shall consist of the reconstruction of 53rd Street from Oliver to Woodlawn in Bel Aire, KS.

B. Anticipated Project Schedule:

1. Construction commencement is unknown at this time.

C. **Project Deliverables:**

1. The Project Deliverables shall consist of providing field reports outlining results of services rendered within 5 business days from date of service.

D. Scope of Services:

- 1. General Scope Items for Material Testing Services:
 - a) Field and laboratory testing of Portland cement concrete
 - b) Field and laboratory testing of soils and aggregates
 - c) Field and laboratory testing of asphaltic concrete

E. Additional Responsibilities of Client:

The **Client** agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. 24-hour notice of anticipated services needed
- 2. Electronic copies of construction plans
- 3. Electronic copies of construction specifications
- 4. Electronic copies of the Geotechnical Report (if not conducted by PEC)
- 5. Information related to known and/or potential hazardous subsurface conditions and/or history of site contamination
- 6. Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections
- 7. Pay PEC for authorized additional work associated with services not included in Exhibit 'B', or overages of the quantities outlined in Exhibit 'B'

Client accepts that services provided by PEC are on an on-call, as-needed basis. Continuous observation, testing, and inspection is not part of this agreement. **Client** acknowledges that the test results provided are relative to the date and time in which the test was conducted and to the relative location described in the report.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Construction Staking
- 2. Geotechnical Subsurface Investigation

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G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Any material testing services not specifically referenced above.

H. PEC's Fees & Reimbursable Expenses:

 PEC's Estimated Fee for its Scope of Services will be on an hourly basis, plus Reimbursable Expenses. A detailed breakdown of our estimated fees is attached.

Discipline	Subtotal
Materials Testing	\$24,781.40
Totals	\$24,781.40

- 2. Reimbursable Expenses are outlined in the attached Field Services Master Rates (Exhibit C) but are not limited to such Exhibit.
- 3. The fees presented above are estimates. Actual cost of services will be billed on a time and material basis for services rendered.
- 4. Taxes are not included in PEC's Fees. **Client** shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

****Please fill out the Project Information Sheet attached to the end of this document****

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Construction Materials Testing Services Estimated Fees

Project Name: Bel Aire 53rd St. Oliver to Woodlawn

Date: January 26, 2024



			Unit			
		Trips	Quantities	Unit	Unit Rate	Totals
Field Services:	Technician:					
Concrete	Field Technician	16	48	hours	\$ 55.00	\$ 2,640.00
Soils	Field Technician	30	90	hours	\$ 55.00	\$ 4,950.00
Asphalt	Field Technician	10	30	hours	\$ 55.00	\$ 1,650.00
Asphalt Sample Pickup	Field Technician	10	20	hours	\$ 55.00	\$ 1,100.00
						\$ -
						\$ -
						\$ -
					Subtotal	\$ 10,340.00
Laboratory Services:	Method:					
Compressive Strength (Concrete)	(5) cylinders per set		16	sets	\$ 75.00	\$ 1,200.00
Standard Proctor	ASTM D698		5	each	\$ 160.00	\$ 800.00
Atterberg Limits	ASTM D4318		5	each	\$ 90.00	\$ 450.00
HMA Extraction/Gradation	ASTM D2172/C137/C117		10	each	\$ 250.00	\$ 2,500.00
Vacuum Specific Gravity			10	each	\$ 60.00	\$ 600.00
Marshall Properties	ASTM D1559		10	each	\$ 85.00	\$ 850.00
						\$ -
					Subtotal	\$ 6,400.00
Equipment/Miscellaneous:						
Nuclear Gauge			50	each	\$ 20.00	\$ 1,000.00
Concrete Equipment			16	each	\$ 10.00	\$ 160.00
Mileage			1452	miles	\$ 0.70	\$ 1,016.40
						\$ -
						\$ -
					Subtotal	\$ 2,176.40
Review/Management:						
Field Project Manager			26	hours	\$ 150.00	\$ 3,900.00
Project Engineer			12	hours	\$ 160.00	\$ 1,920.00
Project Setup			1	each	\$ 45.00	\$ 45.00
					Subtotal	\$ 5,865.00

¹ Total Estimated Fee: \$ 24,781.40

¹This estimate is based on a normal level of involvement based on the information provided to us and does not include fees associated with retesting, stand-by time, cancelled services, or services requested outside our scope of services. Many factors, including those beyond our control will dictate the final fee for our services. If additional services are requested that would cause our fee to exceed the estimated fee, these costs will be billed according to our fee schedule. Hourly charges may be subject to a 3 hour minimum and will be billed in 0.5 hour increments.



2024 FIELD SERVICES MASTER RATES

January 1, 2024

EXHIBIT C

<u>TITLE</u>	HOURLY RATE*
Principal Engineer	\$230.00
Senior Engineer	\$185.00
Senior Field Project Manager	\$190.00
Field Project Manager	\$150.00
Senior Technician	\$145.00
Project Engineer	\$160.00
Land Surveyor	\$135.00
Senior Inspector	\$155.00
Inspector	\$120.00
Metals Technician	\$100.00
Party Chief	\$115.00
Driller	\$105.00
Laboratory Supervisor/Manager	\$145.00
Survey Technician	\$95.00
Project Coordinator	\$100.00
Project Assistant	\$90.00
Senior Field Technician	\$69.00
Masonry Inspector	\$62.00
Field Technician	\$55.00

^{*}Premium time for all non-salaried personnel is a 1.5 multiplier when on overtime or as noted in the contract

REIMBURSABLES	RATE
#635 Sieve Test	\$220.00/each
1 Point Curve Checks (ASTM D-698/1557)	\$65.00/each
Air Meter Calibration	. \$110.00/each
Alkali-Silica Reactivity (ASTM C-1260)	\$750.00/each
API 1104 Multiple Position	\$880.00/each
API 1104 Single Position	\$545.00/each
ASME IX Performance Qualification (Larger than Schedule 40 Pipe)	Price on Request
ASME IX Performance Qualification, 1/2" or less, plate	\$380.00/each
ASME IX Performance Qualification, >1/2" Plate or Stainless Steel	Price on Request
ASME IX Performance Qualification, pipe	\$440.00/each
ASME IX Procedure Qualification (Larger than Schedule 40 Pipe)	Price on Request
ASME IX Procedure Qualification, 1/2" or less, plate	\$685.00/each
ASME IX Procedure Qualification, >1/2" Plate or Stainless Steel	Price on Request
ASME IX Procedure Qualification, pipe	\$745.00/each
Asphalt Mix Designs (FAA/KDOT/etc.)	\$880.00/each
AWS D1.3 Performance Qualification	\$135.00/each
Atterberg Limits (ASTM D-4318)	\$90.00/each
AWS D1.1 Performance Qualification, <3/8" Contractor Prepped	\$160.00/each
AWS D1.1 Performance Qualification, 13/16" - 1 1/2" plate	\$485.00/each
AWS D1.1 Performance Qualification, 3/8" or less, pipe	\$315.00/each
AWS D1.1 Performance Qualification, 3/8" or less, plate	\$315.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", pipe	\$485.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", plate	\$485.00/each
AWS D1.1 Procedure Qualification, 13/16" - 1 1/2", plate	\$685.00/each
AWS D1.1 Procedure Qualification, 13/16" - 1 1/2", Stainless Steel plate	\$715.00/each
AWS D1.1 Procedure Qualification, 3/8" or less, pipe	\$620.00/each
AWS D1.1 Procedure Qualification, 3/8" or less, plate	\$560.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", pipe	\$685.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", plate	\$625.00/each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", Stainless Steel pipe	\$715.00/each
AWS D1.1 Procedure Qualification, over 1 1/2"	Price on Request
AWS D1.1, Face/Root Bend	\$70.00/each

<u>REIMBURSABLES</u>	RATE
AWS D1.1, Procedure Qualification, Steel Tensile Test	\$90.00/each
AWS D1.4 Procedure Qualification, Reinforcing Steel Tensile Test	\$160.00/each
AWS D1.6 Performance Qualification, 13/16" - 1 1/2" Stainless Steel plate	\$485.00/each
AWS D1.6 Performance Qualification, 3/8" or less, Stainless Steel plate	\$485.00/each
AWS D1.6 Performance Qualification, 7/16" - 3/4", Stainless Steel pipe	\$485.00/each
AWS D1.6 Performance Qualification, 7/16" - 3/4", Stainless Steel plate	\$485.00/each
AWS D1.6 Performance Qualification, 3/8" or less, Stainless Steel pipe	\$485.00/each
AWS D1.6 Procedure Qualification, 3/8" or less Stainless Steel pipe	\$655.00/each
AWS D1.6 Procedure Qualification, 3/8" or less, Stainless Steel plate	\$590.00/each
AWS D1.6 Procedure Qualification, 7/16" - 3/4", Stainless Steel plate	\$655.00/each
AWS D14.1 Procedure Qualifications	\$625.00/each
AWS D14.1 Weld Performance Qualification	\$220.00/each
AWS Performance Qualifications (Other Codes)	Price on Request
Bulk Specific Gravity/Absorption of Dimension Stone, set of 5 (ASTM C-97)	\$150.00/set
Calcium Chloride Emission Kit	\$40.00/each
California Bearing Ratio (ASTM D-1883)	\$440.00/each
Cement Soil Unconfined Compression Test	\$90.00/each
Cement Stabilized Soil Mix Design	\$2,530.00/each
Cement Treated Base Mix Design	\$2,530.00/each
Cold Feed Gradation	\$85.00/each
Compression/Absorption Test of Cast Stone, set of 6	\$265.00/set
Compression Tests of Cylinders (ASTM C-39**)	\$15.00/each
Compression Tests of 2"x2"x2" cubes (ASTM C-109**)	\$15.00/each
Compression Test of Dimension Stone, set of 5 (ASTM C-170)	\$165.00/set
Concrete Block/Prism Compression Test (ASTM C-140)	\$87.00/each
Concrete/Mortar/Grout Mix Design, Large Test Batch	\$770.00/each
Concrete/Mortar/Grout Mix Design, Test Batch	\$550.00/each
Concrete/Mortar/Grout Mix Design, Trial Batch	\$220.00/each
Constant Head Permeability (ASTM D-2434)	\$495.00/each
Core Compression Test	\$55.00/each
Core Density/Thickness Measurement	\$40.00/each
CTB Core, Compression Test	\$90.00/each

<u>REIMBURSABLES</u>	RATE
CTB Density	\$60.00/each
Cylinder Mold	\$2.50/each
Deleterious Materials (clay lumps & friable particles, ASTM C-142)	\$110.00/each
Desktop Review	\$550.00/each
Dry Rodded Unit Weight	\$80.00/each
Dry Unit Weight (ASTM D-2166)	\$45.00/each
Extraction Only (ASTM D-2172)	\$190.00/each
Extraction/Gradation (ASTM D-2172, C-136, C-117)	\$250.00/each
Falling Head Permeability (ASTM D-5084)	\$495.00/each
Flat & Elongated Particles (ASTM D-4791)	\$130.00/each
Flexural Test of 6"x6"x22" beams (ASTM C-78**)	\$50.00/each
Flexural Test of Dimension Stone, set of 5 (ASTM C-880)	\$440.00/set
Freeze-Thaw, KDOT (ASTM Procedure)	\$385.00/each
Specific Gravity and Absorption (ASTM C-127/C-128)	\$110.00/each
Grout Compression Tests of 3"x6" Specimens (ASTM C-39**)	\$25.00/each
Grout Shrinkage (ASTM C-157)	\$780.00/each
Hardened Concrete Properties (ASTM C-642)	\$220.00/each
Ignition Oven Test	\$225.00/each
Jack Calibration	\$350.00/each
KDOT "Boil Test", set of 3	\$300.00/set
Lime Determination (ASTM D-4253/4254)	\$690.00/each
Los Angeles Abrasion (ASTM C-131/C-535)	\$190.00/each
Lightweight Pieces/Chert Analysis	\$110.00/each
Lightweight Deflectometer Equipment	\$165.00/day
Marshall Properties (ASTM D-1559)	\$85.00/each
Material Finer than 200 Sieve (ASTM D-1140)	\$50.00/each
Modulus Rupture of Dimension Stone, set of 5 (ASTM C-99)	\$440.00/set
Moisture Content (ASTM C-566)	\$35.00/each
Standard Proctor (ASTM D-698/D-1557)	\$160.00/each
Organic Content (AASHTO T267)	\$30.00/each
Organic Impurities (ASTM C-40)	\$80.00/each
Percent Sticks (KT-35)	\$110.00/each

REIMBURSABLES	RATE
Percentage of Fractured Faces ASTM D-5821	\$110.00/each
Resipod Surface Resistivity, set of 3 (KT-79)	\$275.00/set
Sand Equivalent (ASTM C-2419)	\$140.00/each
Sieve Analysis, ≤1" max (ASTM C-136, C-117)	\$85.00/each
Particle Size Analysis of Soils (Hydrometer, ASTM D-422)	\$200.00/each
Sodium/Magnesium Sulfate Soundness (ASTM C-88, 5 cycles)	\$250.00/each
Soil Resistivity, Box Method	\$220.00/each
Specific Gravity (ASTM D-854)	\$150.00/each
Triaxial Shear Test	\$440.00/each
Unconfined Compression Test (ASTM D-2166)	\$90.00/each
Uncompacted Air Voids	\$85.00/each
Uncompacted Voids (ASTM C-1252/KT)	\$165.00/each
Vacuum Specific Gravity	\$60.00/each
Direct Shear (ASTM D-3080)	\$495.00/each
Relative Density (ASTM D-4253/4254)	\$495.00/each
Swell-Consolidation (ASTM D-2435)	\$495.00/each
3D Laser Scanner	\$150.00/hour
All Terrain Vehicle	\$20.00/hour
Car Rental and Fuel	Cost plus \$10%
Concrete Testing Equipment	\$10.00/each
Coring Equipment	\$21.00/hour
Drill Rig Use	\$75.00/hour
Equipment Rental	Cost plus 10%
Global Positioning System	\$50.00/hour
Infrared Camera	\$50.00/hour
Nuclear Gauge	\$20.00/each
Robotic Total Station	\$50.00/hour
Schmidt Hammer, James R-Meter	\$15.00/hour
Unmanned Aircraft System (UAS)	\$150.00/hour
Ultrasonic Testing Equipment	\$100.00/each
Deliveries and Overnight Mail	Cost plus 10%
Filing Fees	Cost plus 10%

REIMBURSABLES	RATE
Material	Cost plus 10%
Outside Consultants	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Pickup Trucks with Trailers	\$0.85/mile
Reproduction & Photography	Cost plus 10%
Semi-Trailer Mileage	\$3.50/mile
Travel, Hotel, Meals, and Subsistence	Cost plus 10%
Truck Mileage	\$0.70/mile
Vehicle Mileage	\$0.67/mile
Trip	Per Contract/each

Note: This fee schedule is not all inclusive. Other labor, equipment, materials, & tests are available upon request.

Rates shown above are effective for services through 31 December 2024 and subject to revision after.

^{**}Compression Tests will be billed when specimens are fabricated and/or delivered to the Laboratory.

PROJECT INFORMATION SHEET Project Name:

Project Name:		
Project Location (address):		
CLIENT INFORMATION		
Client Name:		
Client Address:		
Project Manager Name:	Phone Number:	
Onsite Job Superintendent:	Phone Number:	
BILLING INFORMATION		
Attention on Invoice:		
Email Address for Invoice:		
REPORT DISTRIBUTION		
List all persons to receive reports:		
Name:	Email:	
SUBCONTRACTOR INFORMATION		
Earthwork:	Contact:	
Foundations/Concrete:	Contact:	
Masonry:	Contact:	
Staal Fractor	Contact	



TRANSYSTEMS

53rd Street: Woodlawn to Oliver Street Reconstruction Construction Engineering Services

245 N Section XII, Item F.

Wichita, KS 67202 P: 316-303-3000 www.transystems.com



February 27, 2024

Anne Stephens, PE City Engineer City of Bel Aire astephens@belaireks.gov 316-744-2451 x133

Re: 53rd Street: Woodlawn to Oliver Street Reconstruction Construction Engineering Inspection

Dear Ms. Stephens and Selection Committee Members:

Thank you for allowing us to express our interest and qualifications for the 53rd Street, Woodlawn to Oliver construction engineering inspection project. Our firm established an office in Wichita 24+ years ago and we have been providing construction engineering inspection services to KDOT District V as well other KDOT offices and several municipalities in the Wichita Metro Area.

TranSystems has a team of KDOT certified inspectors exclusively dedicated to construction inspection to serve as an extension of City staff. Our team of inspectors possess all the required KDOT Certified Inspector Training (CIT) certifications necessary to handle any testing or inspection requirements for this project. We have the in-house capabilities to perform concrete testing, asphalt plant testing, bridge inspection, earthwork compaction testing, sieve analysis, staking, and related tasks. Our firm's full line of testing equipment and materials needed to perform all KDOT required tests are readily available for use on this project. The benefits our team provides include:

- **Knowledge and Experience:** There is no learning curve with our team. We will be prepared to lead the pre-construction meeting between the City, Designer and Contractor. Our inspection team has extensive experience working with all the local contractors, sub-contractors and suppliers so we know what their capabilities are and how to work with them to get the most out of them.
- Past Performance: Our team takes a strong sense of ownership in every project we inspect. We understand the
 importance of documentation, material testing and best construction practices for a successful award-winning project.
 Our inspectors are experienced at identifying potential issues in the field which could impact the constructability of
 the project. These could include identifying unsuitable materials, utility lines that might be in conflict, or changes
 in field conditions compared to what is shown on the plans. We are proactive in identifying issues like this and
 communicating it with all parties.
- KDOT Certified Inspectors: All of our construction inspection team members have the needed KDOT certifications
 and training. Several of our inspectors are KDOT certified proctors and supplemental examiners to test other
 inspectors across the region.

The City of Bel Aire deserves the best construction inspection team and I believe TranSystems is that team! We are often called by KDOT to determine our availability to assist them on their projects. We are excited to work on this high priority project for the City of Bel Aire. As you read through our qualifications, I think you will see we are uniquely qualified to perform the construction engineering inspection services for the City of Bel Aire.

Sincerely,

Brett Letkowski, PE

Principal/Senior Vice President

PROJECT UNDERSTANDING AND APPROACH

On construction engineering inspection projects, proper documentation by inspection staff is critical. This is the first line of defense to keep the City in the best position possible regarding contractor change orders and claims for delays due to weather or other reasons. TranSystems brings extensive experience in construction engineering to your project, including experience with all types of KDOT, federal, and municipally funded projects. TranSystems believes in working with all affected parties to provide the best quality project possible, which includes the City, Garver, City's Geotech firm, and the adjoining property owners. Local and national awards have been bestowed on numerous projects managed by members of our construction service team. We believe our knowledge of what it takes to construct a quality project will be integral to the success of your project.



Ability to Efficiently Perform Services: Our construction inspection team have all the required KDOT CIT certifications. Sam Wingert is our Lead Construction Inspector; he lives in north Wichita and can be on the project site in less than 15 minutes. Prior to joining TranSystems, Sam previously worked for KDOT as an Engineering Technician Specialist (supervisor) working on construction inspection projects in and around the Wichita Metropolitan Area. Sam has more than 33 years' experience working for KDOT and understands the importance of documentation and best construction practices. Some of Sam's recent projects include the lead inspector on the I-235 / I-135 North Junction Green and Gold (A) Projects. We have a deep bench of additional KDOT certified inspectors to support Sam as needed.



Past Performance: The TranSystems team is proud of our history and relationship with KDOT and several municipalities in the Wichita Metro Area and we look forward to this opportunity to continue our relationship with the City of Bel Aire. With our extensive experience on similar projects, we are uniquely qualified to anticipate and evaluate any possible change order requests or unexpected issues that arise in the field.

To ensure the contractor is adhering to plans and specifications, the TranSystems team will maintain consistent communication with the contractor's superintendent throughout the project. Our team keeps up to date on the superintendent's upcoming two-week schedule. This practice will allow Sam to determine the upcoming testing requirements and ensure the contractor has submitted the required material certifications prior to installation. Our proactive approach to communication with the contractor will also allow our inspectors to review the plans and specifications while staying on top of upcoming work.

Our team will closely coordinate with the contractor's superintendent to ensure strong communication is developed with adjacent landowners. In the modern era of social media, we understand the importance of keeping stakeholders updated on the progress of this project, especially upcoming traffic control changes.

We would anticipate that a weekly or bi-weekly progress meeting will be scheduled for staff from the City of Bel Aire, Garver, Contractor and any other interested agencies to attend. These are a great way to keep everyone informed on the progress and the project. Part of the agenda for this meeting will be to discuss any potential change orders, request for information (RFI), shop drawing submittals, and submittals (i.e. concrete/asphalt mix design). Keeping a running record of each of these allows us to make sure nothing slips through the crack so we can provide timely reviews on all.



Training of Staff: The TranSystems inspection team maintains all the appropriate KDOT CIT certifications as shown in the following Team Certifications table. Beyond KDOT CIT training, we will perform regular in-house QA/QC checks throughout the project to ensure the project paperwork, material certifications and material testing is complete.

At TranSystems, our process involves finalizing the project as each line item is completed. When substantial completion is accepted, we typically have all but the final line items completed. This allows us to have all our final paperwork submitted and approved well within 60 days that is the KDOT criteria following substantial completion.



Commitment of Resources: TranSystems understands the importance of a consistent inspector throughout the lifecycle of a construction project. Flipping inspectors in and out leads to issues with the KDOT paperwork, poor communications between the contractor, City of Bel Aire, and Garver. Sam will be our project manager and lead inspector on the project for the duration of the project. He will be supported by Clint Hamblin who will perform our QA/QC checks and be a resource to answer any questions that Sam might have. Robert Tarver will support Sam

when a second inspector is needed on the project site or the asphalt/concrete plant. We have additional KDOT certified inspectors in the Wichita Office to support this team as needed.



Technology: Several years ago, TranSystems made an investment into the construction inspection software called Headlight. This software allows our inspectors to document their daily diaries, the contractor and subcontractor's work each day, take photos to assist in documentation. All of this is performed on an iPad which also allows our inspectors to download PDF's of the plans to always have the plans and specifications at their fingertips. The bid tabs are uploaded into the software so the inspectors can track quantities and pay estimates. Finally, we can provide our client with access to the software so you can review diaries, quantities, photos and much more from the comfort of your office.

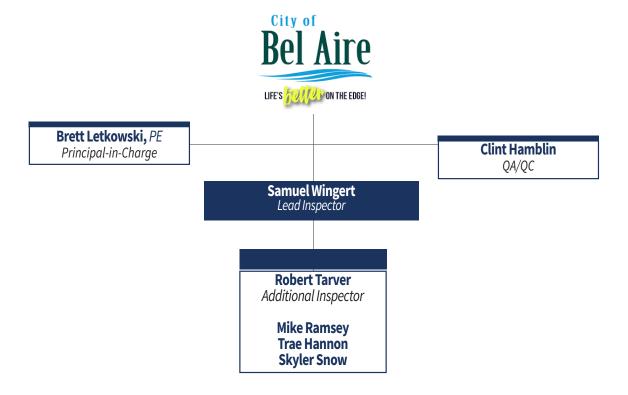
TranSystems standard practice is for our lead inspector to also perform all the material testing required for the project. We understand the City is selecting a separate Geotechnical firm for this project. We would like to coordinate with the City to consider TranSystems to perform most if not all the material testing as we believe this could be a big cost saving to the City. Our inspector is already on the project so it is our practice for our inspector to perform the testing as part of their job which would save the City from having a second firm coming out to the project. We could certainly utilize a separate Geotechnical firm for any specialized testing or testing that would require a lab.

Our inspection **fee range of \$215,000 - \$285,000** is based off the Request for Proposal of approximately 120 working days and the engineer's estimated working days of 140 working days plus an additional 20 cleanup days which would be typical for a project of this size. We have assumed the contractor will work five days a week at 10 hours per day which is what we typically see from our local contractors. We would anticipate a final construction inspection fee will be negotiated after the City Council selects a contractor so we will know which contractor, asphalt or concrete, and their estimated construction schedule.



CERTIFICATION EXPIRATION DATE
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Certified Inspection Staff	Clint Hamblin	Sam Wingert	Robert Tarver	
Proximity to the project-location of inspector's residence	Wichita, KS	Wichita, KS	Wichita, KS	
KDOT INSPECTION TESTING	Certificate #2402	Certificate #6708	Certificate #3354	
Basic Inspection (BI)	2/11/2025	12/3/2025	3/21/2026	
Asphalt Paving (API)	2/11/2025	3/4/2026	3/21/2026	
Concrete Paving (CPI)	2/11/2025	12/3/2025	3/21/2026	CERTIFICATION EXPIRATION DATE
Structures (STR)	2/11/2025	12/3/2025	3/21/2026	FICAT
Pile Driving Inspection (PDI)	5/15/2028	1/18/2027		IONE
Drilled Shaft Inspection (DSI)	3/28/2024			XPIR
Construction Stormwater (CSW)	5/24/2027	4/26/2027		ATION
Aggregate Field Tester (AGF)	6/16/2028	Pending	3/21/2026	V DAT
ACI Concrete Field (CF)	6/6/2028	1/13/2026	3/21/2026	М
Profilograph (PO)		3/15/2027		
Soils Field (SOF)	4/4/2024	Pending	3/21/2026	
Nuclear Meter (NUC)	5/18/2027	Pending	6/17/2026	
QC/QA Asphalt (QCA)		4/19/2027		
QC/QA Concrete (CTB)	6/22/2028			



Samuel Wingert | LEAD INSPECTOR

Samuel joined TranSystems after a 33-year career at KDOT last serving as the Engineering Technician Specialist out of the Wichita Metro (Hillside office). He brings his many years of experience in contract administration, traffic control, erosion control, grading and bases, complex intersections, storm and sanitary sewer, bituminous pavement, and concrete pavement. Samuel has performed inspections on some of the largest, most complicated projects in the Wichita area.

He has inspected many types of structures including reinforced concrete, concrete girder, and structural steel girder. Sam also has experience inspecting mechanically stabilized earth walls, cast in place retaining walls and precast concrete retaining walls.

Project Experience

- KDOT Wichita North Junction "Green" Project at I-135/I-235/K-96 Intersection | Lead Inspector
- KDOT Wichita North Junction "Gold" Project at I-135/I-235/K-96 Intersection | Lead Inspector

Certifications Years of Experience

KDOT Certified: 2402 33



Clint Hamblin | QA/QC

Clint serves as a project manager and construction inspector for TranSystems. He is an experienced inspector with knowledge including, but not limited to, contract administration, complex intersections, traffic control, erosion control, grading and bases, bituminous pavement and concrete pavement, waterline construction, storm and sanitary sewer installation. He has performed inspections on many types of structures including reinforced concrete, concrete girder, structural steel girder, and many with fracture critical members. He is also experienced in the inspection of mechanically stabilized earth walls, cast in place retaining walls, and precast concrete retaining walls. Clint is well versed in the KDOT CMS/AASHTOWare software for tracking quantities, material testing and contract administration.

Project Experience

- 61st Street from Seneca to Chisholm Creek Roundabout | Project Manager/Lead Inspector
- SW Butler Road and 150th Street South Improvements | Project Manager/Lead Inspector
- Andover Road from Fourmile Creek to 120th | Project Manager

Education Certifications Years of Experience

B.S., Technology Management KDOT Certified: 2402 20

A.S., Civil Engineering

Brett Letkowski, PE | PRINCIPAL-IN-CHARGE

Brett has been with TranSystems for 31 years. His experience encompasses a broad background of project and client involvement including Kansas DOT's "On-Call" and LPA Program/Contract Management, city improvements, program management, project management, and design engineering assignments.

Brett's municipal experience has been focused on major reconstruction and widening of state highways and major arterial roadways. Different types of work include water distribution systems, waterline rehabilitation, storm sewer improvements and new storm sewer design, bridge replacement, city street reconstruction and widening, county overlays and major drainage projects.

Project Experience

- SW Butler Road and 150th Street South Improvements | Principal-in-Charge
- Andover Road from Fourmile Creek to 120th | Principal-in-Charge
- Intersection of 15th and "A" Street/ Wellington Roundabout | Principal-in-Charge
- East Kellogg Construction | Principal-in-Charge
- Fourmile Creek Bridge Replacement | Principal-in-Charge

Education Registrations Years of Experience

B.S., Civil Engineering Professional Engineer: KS, OK, CO 31

Robert Tarver | INSPECTOR

Robert brings 24 years of experience in the construction industry to this project. He is an experienced inspector with knowledge and background in heavy highway construction with concrete, asphalt, bridges, waterline, and sanitary sewer inspection. Prior to joining TranSystems, Robert worked for KDOT and variety of contractors before obtaining his Mechanical Engineers degree and is now working as a construction inspector.

Project Experience

- KDOT 61st Street & Broadway, Park City, KS | Construction Inspector
- US-54/400 Restricted Crossing U-Turn, Goddard, KS | Construction Inspector
- KDOT K-156 156-05 KA-5811-01, Barton County, KS | Inspector

Education Certifications Years of Experience

B.S., Mechanical Engineering KDOT Certified: 3354 24



159th Street: Kellogg to Central | ANDOVER, KS



CLIENT CONTACT

Les Mangus City of Andover Director of Community Development 316.733.1303

COMPLETION DATE

Est. Spring 2024

CONSTRUCTION COST

\$6,000,000

The 159th street arterial serves as the border between Sedgwick and Butler Counties and is the western city limit of Andover. TranSystems performed the construction inspection and material testing for the upgrade of a two-lane asphalt road section with open ditches, to a three-lane facility with curb and gutters, storm sewer, six-inch crushed concrete atop geogrid and concrete pavement. Other construction elements included a five-foot sidewalk, a ten-foot multi-use path, signing, seeding and a detention pond. This was a KDOT funded project with all documentation submitted through AASHTOWare Project.

61st Street at Broadway Ave Roundabout | PARK CITY, KS



CLIENT CONTACT

Sean Fox City of Park City City Manager 316.744.2026

COMPLETION DATE

Summer 2023

CONSTRUCTION COST

\$4,000,000

TranSystems performed the construction inspection and material testing for the roundabout at the intersection of 61st Street and Broadway as well as the reconstruction along 61st Street from valley center floodway bridge east to Chisolm creek bridge. Project elements included grading, storm sewer, curb and gutter, concrete pavement, and asphalt pavement. Other construction elements included ditch lining, retaining walls, signing and seeding. This was a KDOT funded project with all documentation submitted through AASHTOWare Project.



US-54/400 Restricted Crossing U-Turn | GODDARD, KS



CLIENT CONTACT

Micah Scoggan City of Goddard City Planner 316.550.6821

COMPLETION DATE

Summer 2024

CONSTRUCTION COST

\$5,000,000

TranSystems was the designer and provided the construction inspection and material testing for the RCUT located in Goddard, KS. Project elements included grading, storm sewer, cement treated subgrade cement treated base, and concrete pavement. Other construction elements included traffic signals, lighting, signing and seeding. This was a City funded project with all documentation submitted through Headlight.

Yorktown Parkway, US-54/400 to Douglas Avenue | ANDOVER, KS



CLIENT CONTACT

Les Mangus City of Andover Director of Community Development 316.733.1303

COMPLETION DATE

Fall 2019

CONSTRUCTION COST

\$2,500,000

TranSystems was retained by the City of Andover to provide the construction inspection and material testing services for this five-lane concrete roadway with turn lanes, a raised median, curb and gutter, inlets, storm sewer, a 6- foot sidewalk and a 10-foot bicycle/pedestrian path. Although this was not a KDOT project, it was inspected and records kept as if it was a KDOT project.



South Andover Rd 120th Street Intersection | ANDOVER, KS



CLIENT CONTACT

Les Mangus City of Andover Director of Community Development 316.733.1303

COMPLETION DATE

Summer 2019

CONSTRUCTION COST

\$3,700,000

The Andover Road and 120th Street intersection project is located at the south end of the city limits of the City of Andover. The project is included in the SW Butler Road Corridor study, a planning document that details the development of SW Butler/Andover Road from a two lane county road to a four or five lane arterial urban roadway. The Andover Road and 120th Intersection project widened Andover Road to a five lane roadway with left turn lanes at the intersection. The project tied into the recent SW Butler Road improvements ½ mile to the north and transitioned back to two lanes approximately ¼ mile to the south of 120th Street. In addition, 120th Street also widened the intersection with left turn lanes and transitioned back to the normal two lane rural section east and west of the project limits. The improvements included curb and gutter, storm sewer as the roadside ditches were eliminated with the project. Public meetings were held with adjacent property owners including the Flint Hills development on the southwest corner of 120th Street and Andover Road. A city 16° waterline was relocated from underneath the proposed roadway. TranSystems coordinated with numerous public and private utilities to relocate their lines prior to construction without delay to the project.

West Street: Harry to Kellogg | WICHITA, KS



CLIENT CONTACT

Steve Degenhardt City of Wichita Construction Division Manager 316.268.4043

COMPLETION DATE

Spring 2021

CONSTRUCTION COST

\$4,500,000

The West Street arterial serves as an arterial through a heavy industrial part of the City of Wichita. TranSystems designed and performed the construction inspection and material testing for the widening of the arterial from a four-lane to a five-lane concrete pavement roadway. Other construction elements included a subgrade that consisted of crushed concrete atop geogrid, curb and gutter storm sewer, six-foot sidewalk, retaining wall construction and significant coordination with adjacent business owners.



SW Butler Road & 150th Street South Intersection | BUTLER COUNTY, KS



CLIENT CONTACT

Darryl Lutz, PE Butler County Public Works Director 316.322.4101

COMPLETION DATE

Fall 2021

CONSTRUCTION COST

\$4,750,000

Butler County selected TranSystems to inspect the construction along SW Butler Road and the roundabout intersection at 150th Street South. The project included a dual-lane roundabout at the intersection of SW Butler Road and 150th Street South along with approximately a mile of asphalt pavement along SW Butler Road. Other elements of the project included grading, lime treated base, crushed concrete base, concrete paving, asphalt paving, mill and overlay, curb and gutter, storm sewer, Reinforced Concrete Box, rip rap, signing and striping. We provided full construction engineering, material testing services, erosion control inspection, CMS documentation, and final paperwork.

East Kellogg Avenue Construction Inspection | WICHITA, KS



CLIENT CONTACT

Mike Armour, PE City of Wichita City Traffic Engineer 316.268.4598

COMPLETION DATE

2022

CONSTRUCTION COST

\$170,000,000

TranSystems was selected by the City of Wichita to perform the construction inspection of the freeway expansion of East Kellogg (US-54/400) from Webb to Greenwich, and then we were selected by the Kansas Turnpike Authority to perform the construction inspection for the subsequent project from Greenwich to K-96 which was administered by the KTA. Both projects were a partnership between the City of Wichita, KDOT and the KTA. The freeway took Kellogg from a signalized expressway to a full freeway section with continuous frontage roads and a number of interchanges and U-turns. The project includes concrete and steel bridges, mechanically stabilized earth retaining walls, soldier pile retaining walls, lime treated sub grade, cement treated subgrade, concrete paving, storm sewer, reinforced concrete boxes, earthwork, grading, lighting, signing, erosion control, and various aesthetics.



From: Brett Letkowski
To: Anne Stephens

Subject: RE: 53rd Street Construction Engineering Inspection

Date: Friday, March 01, 2024 9:47:00 AM

Attachments: image001.png image002.png

image003.png image004.png image005.png image007.png image008.png image010.png image011.png

Anne, I left you a voice message, but I wanted to follow up on this email. We do not have a way to bill out our geotechnical testing. That is just part of our inspection process. Our inspectors routinely do the compaction testing for subgrade, asphalt, concrete, concrete testing, make/break concrete cylinders and run gradations. I am sure there are several other tests we run, we do not do any soil boring and testing. Those fees would be built into what I already submitted to you. If we are not going to be doing any of this type or work, we'll adjust our fee slightly for that but we are already out there so it wouldn't be a big number. Hope this helps, happy to discuss if you'd like.

Brett

Brett A. Letkowski, PE | TranSystems

d: 316-303-3011 | c: 316-619-5240 | o: 316-303-3000

From: Anne Stephens < AStephens@belaireks.gov>

Sent: Tuesday, February 27, 2024 4:58 PM

To: Brett Letkowski <baletkowski@transystems.com>

Subject: RE: 53rd Street Construction Engineering Inspection

Brett -

You had mentioned that you have the capabilities to provide geotechnical testing for the 53rd Street project. Would you be able to get a cost proposal together for me on that? I need it no later than Tuesday morning (3/5), but the earlier the better.

Thanks!



Anne Stephens, PE

City Engineer 7651 E. Central Park Ave. Bel Aire, KS 67226 P: (316) 744-2451 ext: 133











[betterontheedge.org]

From: Brett Letkowski < baletkowski@transystems.com >

Sent: Tuesday, February 27, 2024 1:05 PM **To:** Anne Stephens < <u>AStephens@belaireks.gov</u>>

Subject: 53rd Street Construction Engineering Inspection

Anne, please find attached our submittal for the above referenced project. At your convenience if you could let me know you received this.

Thanks, Brett

Brett A. Letkowski, PE

Principal | Senior Vice President Senior Vice President

c: <u>316-619-5240</u> | d: 316-303-3011 | o: 316-303-3000

TranSystems

245 N. Waco, Suite 222 | Wichita, KS 67202

www.transystems.com



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February 13, 2024

City of Bel Aire, Kansas

Re: City of Bel Aire | 53rd Street, Woodlawn to Oliver Street Reconstruction | Construction Inspection Services | Released January 2024

Dear Anne Stephens, PE, City Engineer:

WSP USA Inc. (WSP) is excited to respond to the City of Bel Aire's advertisement for Construction Inspection Services for the "53rd Street, Woodlawn to Oliver Reconstruction Project". Jacob Borchers,

WE KNOW 53RD STREET

In 2018 Lead Inspector Jim Duling completed a project on this same N. 53rd Street for Park City.

our VP in Civil Design Engineering, received notification of the project during correspondence related to the K-96 KDOT design project. With Lead Inspector, Jim Duling, located in nearby Valley Center, the project was a perfect fit. Supported by a group of KDOT certified inspectors and backed by a talented group of design professionals under the leadership of Mr. Borchers, our team at WSP agrees that "Life is better on the edge!" and is excited for an opportunity to continue to provide engineering services to local partners like the City of Bel Aire.

Project Familiarity

Jim Duling, Lead Inspector, will be dedicated to the City of Bel Aire and its citizens for the project duration. Residing in nearby Valley Center, Jim will be a local presence, with the ability to respond to traffic control issues or other emergent situations within 15 minutes of his home. Jim proudly works on roadways near his home, in 2018 Jim was Lead Inspector during the reconstruction of 53rd Street in Park City, just about a mile down the road from this project. With similar traffic loading, and site conditions, Jim's experience on that nearby project, provides him a high level of foresight into potential issues.

A PROJECT MANAGER WITH PUBLIC EXPERIENCE

Dusty has served as a PW Director, and a Hwy. Director in Kansas, and understands how to communicate with the public, and elected boards. Dusty Zenger is supporting Jim on this project as the Project Manager; as a former Public Works Director in Kansas, Dusty understands the need for transparency, and communication with the public. He is available to attend meetings or provide public outreach as needed. Dusty administered the construction of a federally funded street improvement project as Public Works Director in Edwardsville, KS three years ago, complete with a 10-foot multi-use path, procured through the Kansas City MPO, MARC.

With public communication such a vital part of residential area projects, WSP can utilize our local communications and public involvement professionals for additional guidance if a situation arises where extra public outreach is needed.

We understand that 53rd Street has been repaired several times in the past 15 years, and with the growth and development of the area, this section of roadway needs complete reconstruction to provide a long-lasting solution to residents of Bel Aire. We also understand that due to direct city funding, efficiency will be a hallmark of success.



Commitment to Quality

WSP staff in Wichita are proud of the quality work they perform, and their job depends on it. Our business relies on the trust of Bel Aire, Wichita, and DOT's; if we aren't designing and inspecting transportation projects for these clients, we aren't successful. By breaking each project down and providing a commitment to detail, our team consistently delivers high quality projects. WSP

inspectors maintain their knowledge of these construction materials and practices, by following the KDOT "Certified Inspector Training" progression and obtaining a diverse set of KDOT certifications. This indepth knowledge of inspection and materials is the recipe for quality.

LOCAL - RELEVANT EXPERIENCE

Over the last 20 years, Jim Duling has provided Lead Inspection duties for projects in Conway Springs, Wichita, Andover, Park City.

Please find within the enclosed pages, our detailed project scope, list of qualified personnel, and fee estimate for proposed work. We look forward to the opportunity to serve the City of Bel Aire on this project. If you should have any questions regarding our submittal or qualifications, please feel free to contact me at the information listed below.

Respectfully Submitted,

WSP USA Inc.

Dustin (Dusty) Zenger AVP | Project Manager

785-556-0866 | dustin.zenger@wsp.com



WSP Provided Scope of Services

Material Submittals:

- Collect all material tickets for aggregate, asphalt, and concrete to verify pay quantities.
 Provide to City Engineer with final project paperwork, or as requested by City Engineer.
- Verify all material submittals from contractor comply with project plans, addendums, and specifications.
- Obtain design approval for additional shop drawings submitted by contractor.
- Lead Inspector will coordinate material sampling based on frequencies specified in Part 5, Appendix A, of the KDOT Construction Manual.

UNDERSTANDING OF CITY BUDGETS

With a deep understanding of city budget constraints our Project Manager Dusty Zenger works with his crews to minimize costs and drive efficiency.

Daily Work Reports:

- WSP will utilize field books, and the construction management program, Appia to document daily activity.
- Daily project data recording will follow KDOT documentation manual guidelines when specific city specifications do not exist. Including but not limited to; working days, weather days, precipitation amounts, temperature, and summary of site conditions.
- Specific record of contractor personnel, and controlling items will be recorded in field book, as well as construction software.

Erosion Monitoring:

- Lead Site Inspector holds Construction Storm Water Training Certificate, and will monitor disrupted soil areas for excessive erosion, notifying city engineer and contractor of concerns.
- Placement of seeding and ditch check materials will be monitored for quality.
- In the case that the quantity of disturbed soil requires SWPPP inspections, the Lead Inspector is certified to inspect the installation and maintenance of the erosion control devices.

UNDERSTANDING OF MATERIALS TESTING

Trained and experienced in KDOT testing procedures, Jim provides a high-level oversight of contracted testing.

RFI Response:

- Maintain an RFI submittal log.
- Route RFI's to the City Engineer, and the designer for review and comment.
- Prepare final transmittal package to communicate changes with contractor.

Staking and Design Coordination:

- Coordinate construction staking requests with Garver 72 hours in advance.
- Communicate emergency design conditions with design engineer and City Engineer.

Contract Administration:

Prepare monthly pay requests, change order requests, record documents.



Record Documents:

- Provide as-built record drawings at project completion.
- Daily work reports, pay applications, and change orders will be accumulated in Applia and provided in format requested by City Engineer at project completion.
- Keep submittal register of RFI's, Shop Drawings, and responses submitted.
- Project Photos will be provided to the City Engineer at project completion.
- Retain and all testing results, material certifications, and material tickets and deliver to city at project completion.

Traffic Control Coordination:

- Uphold permanent and temp. traffic standards as listed in the project plans, and the MUTCD.
- Communicate upcoming traffic changes with city staff.
- Safe travel for motorists is priority, Lead Inspector reserves the duty to shut down the project for unsafe conditions.

Project Staffing:

- Our Lead Inspector Jim Duling will be on site full-time as the contractor is working, or as other inspection duties require throughout the duration of the project.
- Jim lives 10 miles from the project, and can respond when needed for traffic control checks, or other emergent issues. He will provide a phone number and email address where the public can contact him with project questions.
- A roster of KDOT certified inspectors is available to support Jim in case of illness or during high construction activities that require more than one inspector.

Project Meetings:

- The Lead Inspector will lead the pre-construction meeting between the Contractor, Design Engineer, and City Engineer at city's desired location. Agenda and minutes will be distributed via email.
- The Lead Inspector will attend public pre-construction meeting.
- WSP will hold weekly progress meetings with the contractor. Meeting invites will be sent to city engineer, and designer as well. Agenda and minutes will be distributed via email.



Staffing and Support

Lead Inspector

WSP will provide Jim Duling as the full-time Lead Inspector, for the Bel Aire 53rd Street Reconstruction project. When we added Jim Duling to this team, our goal was to utilize his mentoring abilities and leadership to develop new inspectors and keep his project work close to home. When we saw the advertisement for your project, we knew it was the perfect fit for him. Not only does this project align with our goal to keep Jim home every night, but with 15 years dedicated to work in cities like Conway Springs, Andover, and Wichita, Jim understands the intricacies of city projects, and the dedication to public image required. You name it, and Jim has likely inspected it when it comes to city work.

Additional Inspection Support

WSP inspectors are trained in the "KDOT Certified Inspector Training" program, and routinely inspect work on local and state highways throughout Kansas, Jim has a bench of talented inspectors if project activities warrant additional support. Note, we are committed to the goal of delivering a cost-effective project, and the use of additional inspectors will be limited.

Project Manager

Dusty Zenger will serve as Project Manager, as an Assistant Vice President for WSP, and the curator of the entire Kansas inspection program, he understands that quality work is the foundation of the WSP image. With an education in Construction Management, a background in construction work, KDOT inspection, and time served as a Public Works Director for both a county and a city in Kansas, Dusty has a wide scope of knowledge and experiences. Understanding the viewpoint of every stakeholder in the project, Dusty can aid his inspectors in their attempts to head off problems and disputes, before they happen, providing a foundation for quick resolutions.

Local Design Team

Our design office in Wichita houses several talented civil and traffic design professionals, with Jeff Bradley, and Jacob Borchers at the helm in Wichita, our inspection team is backed by talented professionals in design for constructability issues and questions.

Global Engineering Support

While we are proud of our local roots in and around Wichita, the local staff is backed by 15,500 WSP employees around the U.S., and another 80,000 around the globe, from every

COMMUNICATIONS and PUBLIC INVOLVMENT

Separate from our CE&I services, WSP has a dedicated CPI staff in Wichita ready to aid the city in response to public outreach campaigns in the event of an emergency.

engineering discipline imaginable. Linked by a modern system of videoconference technologies, we can have an electrical engineer from Chicago looking at a light pole on a project in Wichita, within minutes of seeing a problem.

Communications and Public Involvement

Located in Wichita, Liz Dipaola leads our CPI team around Kansas, connecting WSP projects with the public using everything from flyers to websites. Working on nearby projects such as Douglas Avenue, and K-96, Liz understands the local environment. Specific CPI services would be separate from our CE&I contract, but these resources are available in case of emergent situations.



Tools and Technology

Construction Management Software

Unless otherwise requested by the city, we will be utilizing the construction management software Appia by Infotech. With this program we can provide an organized set of documents further aiding in supporting the city legally should problems arise. With Appia, Jim will be able to log daily reports, attach project photos, track funding, create change orders, and more. This information will be easily

transferrable at any point during the project if the city needs information.

Bound Field Books

Bound field books are the most legally vetted method of recording project details. Jim will

record all project diaries, and line-item information in these bound books first, then transfer them to Appia for digital capture. The books will become city property at the completion of the project.

DIGITAL CONSTRUCTION RECORD KEEPINGBy recording every project detail and pay

item in Appia, we have a time stamped log of field activities, that ties completed quantities directly to pay apps and change orders.

Project Approach

From recent articles, and local insight, we understand that Bel Aire has had some unfortunate failures in recent roadway construction projects, and the community has a heightened concern for the quality of their road construction. Despite what caused past failures, quality inspection is always the best safeguard against future roadway failures. The opportunity to have Jim represent WSP and Bel Aire on this project, is a win-win regarding Jim's proximity to the project, and his experience with identical projects. A seasoned inspector, with an eye for construction shortfalls, and the confidence to communicate those problems with the contractor, Jim and the WSP team will provide great protection against failures in construction of the 53rd Street project. Jim prides himself in detailed documentation and will provide that documentation in support of the city for any issues that might arise.

SOIL COMPACTION ON LARGE FILLS

Max 8" compacted soil lifts, in large fill areas,

such as beneath several sections of the EB shoulder construction, and future multi-use

path grading, per KDOT specifications.



Preliminary Construction Sequence Approach (based on preliminary phasing)

- Jim will be available 40 hours a week minimum.
- Develop agenda for the pre-construction meeting.
- Lead the pre-con between the city staff, design engineer, and the contractor, providing postmeeting notes via email.
- Participate in public pre-construction meeting.
- Collect pipe certifications as delivery truck is unloaded.
- Verify daily contractor schedule and phasing plan.
- Monitor traffic control for full road closure from STA 49+60 to STA 62+61.
- Inspect removal of existing structure and pavement.
- Inspect installation of pipes, ensuring local access is maintained for residents.
- Coordinate soil proctors and compaction testing as required by KDOT Construction Manual.
- Verify rolling pattern for asphalt compaction, coordinating density testing when necessary.
- Collect plant tickets for asphalt and concrete, as well as test certification reports.
- Provide additional testing and inspection if needed during soil compaction and paving portions of construction of phase 1.
- Inspect removal of Phase 1 traffic control, and installation of Phase 2 traffic control.
- Monitor removal of existing pavement and structures STA 10+17 to STA 49+60.
- Coordinate density testing of soil and asphalt compaction.
- Switch to second part of phase 2 and replace other lane from STA 10+17 to STA 49+60.
- Provide additional testing and inspection if needed during soil compaction and paving portions of construction of phase 2.
- Inspect installation of final traffic striping.
- Perform grade checks and inspect for patching during add alternate #2 milling activities.
- Monitor roller patterns, plant tickets, and compaction of asphalt during add alternate #2 overlay activities.
- All other reporting and inspection duties to be performed as listed in "Project Scope".

Billing and Fee Estimate

- WSP billing department provides timely invoices for inspection services, communicating with the city through the Project Manager.
- The attached fee estimate is an estimate of fee based on plan documents, and construction duration estimates, final invoices are based on work performed.
- Potential inspection fee overruns will promptly be brought to the city's attention, and a request for additional fee will be submitted prior to the overrun.

Summary

Jim Duling is located 10 miles from the project and has 30 years of construction inspection experience. His knowledge combined with the support of Dusty Zenger, a Project Manager that has been on every side of city road construction, a team of KDOT certified inspectors, and a Wichita design team that is committed to local projects, WSP is a perfect fit for CE&I duties on the 53rd Street, Woodlawn to Oliver Street Reconstruction project. This team looks forward to the opportunity to work for the taxpayers of Bel Aire to ensure quality in the construction of this project.



Inspector Certifications and Qualifications

Dusty Zenger - 15 Years Exp. - Kansas City, Wichita, Lincoln

- B.S. Construction Management Kansas State
- KDOT Certifications: LPA, BI, STR, API, CPI, CF, AWP, *NUC, PO

Jim Duling - 29 years exp. - Wichita KS

- B.S., Agriculture Kansas State
- KDOT Certifications: BI, STR, API, CPI, CF, *NUC, SOF, CSW, AWP, STA, PDI, TCI, PO, QCS

Brandon Coffman - 15 years Exp. - Kansas City, MO

- B.S. Landscape Architecture
- KDOT Certifications: : BI, STR, API, CPI, CF, NUC, SOF, CSW, AWP, STA, DSI, PDI, TCI, PO, *SF

Kellen Welsh - 1 Year Exp - Kansas City MO

- B.S. General Studies University of Kansas
- KDOT Certifications: BI, STR, API, CPI, CF, NUC, *SOF, CSW, AWP, TCI, PO

Sahil Ambedkar - 5 years Exp - Kansas City MO

- MS Civil Engineering Purdue University
- KDOT Certifications: BI, STR, API, CPI, CF, NUC, *SOF, CSW, AWP, STA, TCI, PO, *SF

Caleb Buresh - 5 Years Experience - Lincoln, NE

- Civil Engineering Coursework Southeast Community College
- KDOT Certifications: BI, STR, API, CPI, CF

*Indicates that training will be complete by March 07, 2024.

* WORK ORDER

Cost Estimate for Specific Rates of Compensation and Other Actual Direct Costs

EXHIBIT	B-1 ; Shee	+ 1 of 1
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Section XII, Item F.

Consultant Firm Name	WSP USA				Agreement #	ŧ	
Local Project #	N. 53rd Street from Oliver to Woodlawn				Contract #	t	
Work Estimate #	1	c	ounty		Project Location Bel Aire		
*SCOPE OF SERVICES (attach supplementations) ESTIMATED COSTS TO COMPLETE SER Labor Rate Factor =	ental information): See attached proposal and scope of VICES (Consultant prepares): 2.328	of services for inspec	tion o	f 53rd Street Reconstruc	tion		
*Position/Name of Employee	KDOT CIT Inspector Number	*Base R	ate	Loaded Fixed Rate	X Hours Estimate	= Labor Subtotal	
Inspector - Jim Duling (ST)	2339		38.48		1304	116,825.34	
Inspector - Jim Duling (OT)	2339		57.72		620	83,318.68	
Inspector - Inspector #2 (ST)	6472		25.01		186	10,830.56	
Inspector - Inspector #2 (OT)	6472		37.52		93	8,122.92	
Manager - Dustin Zenger	6211		66.96		260	40,533.41	
Admin - Alyssa Holmsley	0211		42.51	+	34	3,365.07	
Rumm - Anyssa Homistey			72.31	36.57		- 3,303.07	
						=	
						-	
						-	
					All Labor Subtotal =	262,995.99	
				+ Other Actual	Direct Costs Subtotal =	14,180.33	
				Total/Upper L	imit of Compensation =	277,176.32	
*Actual Direct Costs (Itemized): **(see attached fee estimate for break	down)						
Estimated Max Mileage Co	•	Consultant Rep	/				
	<u> </u>	(furnishing esti	nate)	1-1/			
Estimated Max Meal Co:	st 1,488.00	By: Ela	2.		Date: 2/13/2024	<u>!</u>	
Estimated Max Lodging Co	st 2,394.75	Name: Ed Tate (Printed)	em, D	istrict Construction Ma	nager	_	
Tol	ls -	(,					
Subtotal	=14,180.33	City of Bel Aire	Auth	orized Representative			
	on preliminary engineering estimates, and plan es expended will be charged to the project.	(Approving Wo	rk Ord	der, Estimate & Upper	Limit) Date:	_	
*Note: Meal and lodging expenses bainspection support.	sed on KDOT rates, and only charged for out of town	Name: (Printed)				_	

TIME & MATERIALS BUDGET ESTIMATE 53 Street Bel Aire KS.

Services	Unit	Qty	Unit Price	Extension
1. Fill Placement				
Moisture / Density Relationship (ASTM D 698)	Hour	15	\$75.00	\$1,125.00
Moisture / Density Relationship (ASTM D 1557)	Hour	0	\$75.00	\$0.00
Obtain Sample	Hour	0	\$75.00	\$0.00
Atterberg Limits	Hour	7.5	\$75.00	\$562.50
In-Place Moisture / Density Testing	Hour	90	\$75.00	\$6,750.00
, ,			Subtotal:	\$8,437.50
2. Site Asphalt and Concrete			-	
Concrete Placement / Testing	Hour	48	\$75.00	\$3,600.00
Compressive Strength Cylinder Testing	Each	80	\$17.00	\$1,360.00
Gradation	Each	10	\$140.00	\$1,400.00
Marshall Properties	Each	10	\$175.00	\$1,750.00
In-Place Density Testing	Hour	50	\$75.00	\$3,750.00
Asphalt Extraction	Each	10	\$120.00	\$1,200.00
Rice Tests	Each	10	\$140.00	\$1,400.00
Gyratory (2 Plugs)	Each	0	\$185.00	\$0.00
			Subtotal:	\$14,460.00
3. Travel			_	_
Vehicle	Per Mile	300	\$0.670	\$201.00
			Subtotal:	\$201.00
4. Professional Staff			_	_
Materials Engineer	Hour		\$160.00	\$0.00
Administrative Assistant	Hour	13	\$65.00	\$845.00
Manager of Field Services	Hour	26	\$120.00	\$3,120.00
			Subtotal:	\$3,965.00
TOTAL TI	ME & MAT	ERIALS	ESTIMATE =	\$27,063.50

City of Bel Aire, Kansas

STAFF REPORT

DATE: 2/5/2024

TO: City Manager

FROM: Marty McGee

RE: Hillcrest Water Main Replacement



<u>BACKGROUND</u>: The Hillcrest water main is currently a 4" cast iron pipe from 47th street to the dead end of Hillcrest. There is a 6" transite pipe –(AC) from Hillcrest to Woodlawn. This line helps to form a looped system from Hillcrest to Woodlawn which allows the water to circulate which stop the water from becoming stagnant.

<u>DISCUSSION</u>: The 4" main on Hillcrest needs to be upgraded to an 8" PVC pipe to accommodate pressure and flow throughout the neighborhood. The 6" main on Hillcrest heading East to Woodlawn is transite pipe that has failed four times in 2023. When transite pipe leaks it will create a break around the entire pipe weaking the structure. When this happens, a clamp is required to stop the leak and make the pipe structurally sound. We currently have four clamps in a twenty-foot span with another break at this location. Because of this break, this portion of the line is currently shut down, requiring staff to blow off the 4" line along Hillcrest to remove stagnant water from the system and maintain chlorine residual. The plan is to replace the transit pipe with 8" PVC pipe and replace the 4" cast iron pipe with 8" PVC. This will allow us to upgrade our current flow and have a more reliable system. The overall pipe length of this project will be 2,330 feet of 8" PVC pipe, with 4 new fire hydrants and 4 new 8" valves.

In adhering to the City's purchasing policy, staff solicited bids from three companies, which are shown in the table below.

Contractors	Bid amount
UMC	\$287,973.00
Dondlinger	\$408,600.00
Mies's	\$377,060.00
Nowak	\$359,963.00
McCullough	No Bid

<u>FINANCIAL CONSIDERATIONS</u>: Funding for this project will be taken from the water Operations funds.

POLICY DECISION: Staff is adhering to City policy in gathering a minimum of three bids.

RECOMENDATION: Staff recommends the City Council accept the bid

From UMC In the amount of \$287,973.00



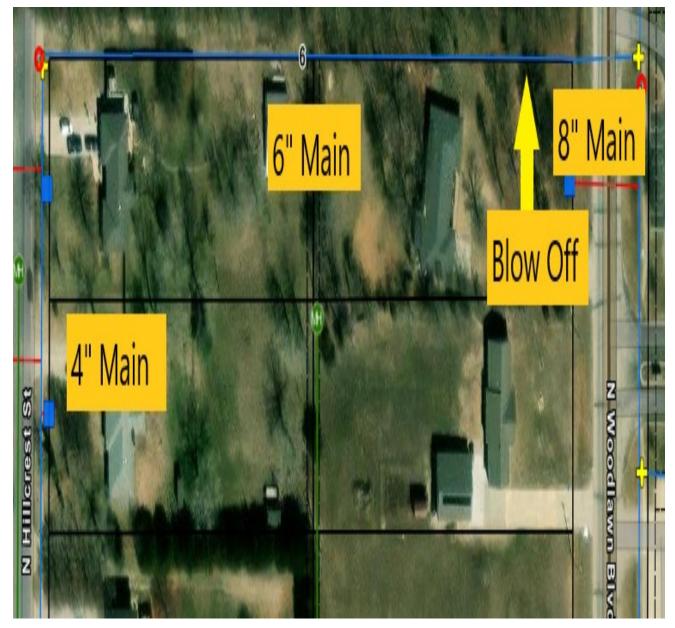






UMC waterline on Hillcrest.pdf

Mies Proposal - Nowak Waterline Dondlinger Hillcrest WMR.pdf project Hillcrest.pdf Hillcrest WL Proposa



Section XII. Item G.



Date: February 23, 2024

To: City of Bel Aire

Attn: Marty McGee, Public Works Director

Anne Stephens, City Engineer

Mmcgee@belaireks.gov Astephens@belaireks.gov

Ref: Hillcrest Street Water Line Replacement

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

UMC proposes to provide the labor, supervision, material and equipment to complete the replacement of approximately 2,330 LF. Of 4" Cast Iron Water Line with 8" C-900 PVC Water Line, including the following appurtenances.

- 1. Connection the Existing Water System (2 locations)
- 2. 3 Fire Hydrant Assemblies
- 3. 9 Short Service Connections (new meter and radio provided by the City of Bel Aire)
- 4. 10 Long Service Connections (new meter and radio provided by the City of Bel Aire)
- 5. 5 Gate Valves
- 6. Pressure and Bacteria Testing
- 7. Abandonment of Existing Water Line
- 8. Site Restoration (including sodding of yards)
- 9. UMC will install new line by directional drilling
- 10. UMC will setup and maintain traffic control for the duration of this project
- 11. UMC'S anticipated start date is April 1, 2024 with substantial completion by May 24, 2024

SAFE

QUALITY

SOLUTIONS

Item	Description	Qty	U.O.M	Unit Price	Extended Price
1	Connect to Existing	2	EA	\$3,825.00	\$7,650.00
2	8" PVC Pipe (Directional Drilled)	2,330	LF	\$91.00	\$212,030.00
3	8" Gate Valve	5	EA	\$2,300.00	\$11,500.00
4	Long Services	10	EA	\$1700.00	\$17,000.00
5	Short Services	9	EA	\$1,430.00	\$12,870.00
6	Fire Hydrant Assembly	3	EA	\$7625.00	\$22,875.00
7	Site Restoration	1	LS	\$4,048.00	\$4,048.00

Total Bid: \$287,973.00

- UMC's Proposal Excludes
 - a. All taxes, please provide a tax-exempt certificate or add tax to the proposed price
 - b. Bonding (bid, performance, payment, assurance, statutory)
 - c. Davis Bacon wage rates
 - d. Night, weekend or overtime hours
 - e. Delays caused by Owner or others may result in standby rates being charged
 - f. Special insurance, permits and fees
 - g. Providing as-built drawings once work is complete
 - h. Customer scope of work changes
 - i. Winter weather or any other weather controls
 - j. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
 - k. Responsibility for job site access restrictions
- UMC's payment requirements:
 - a. UMC will honor the above pricing for 30 calendar days from the date submitted:

QUALITY

- b. Once UMC has submitted billing payment is required within 30 calendar days
- c. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.

Jim Tucker

General Superintendent

Project Manager

91

92

$PLEASE\ SIGN,\ DATE\ \&\ RETURN\ UPON\ ACCEPTANCE\ OF\ THIS\ PROPOSAL:$

OWNER'S REPRESENTATIVE: (print)	
OWNER'S REPRESENTATIVE: (signature)	
DATE:	

SAFE QUALITY SOLUTIONS



2656 S. Sheridan, Wichita, Kansas 67217 P.O. Box 398, Wichita, Kansas 67201-0398 Phone: 316-945-0555 Fax: 316-945-9009 www.dondlinger.biz

February 23rd, 2024

Re: N. Hillcrest Waterline Replacement

Bel Aire, KS

Dondlinger and Sons Construction Utility Division is pleased to provide this proposal for the labor, material, and equipment to construct the following items per the plans dated February 5th, 2024 for the above referenced project.

Scope of work:

- Connect to existing main.
- Install 8" water main.
- Replace Fire Hydrants.
- Reconnect long and short service lines.

#	Description	Qty	Unit	Į	Jnit Cost	E	Extended
1	Connect to Existing Main	2	EA	\$	6,000.00	\$	12,000.00
2	8" PVC Pipe	2330	LF	\$	130.00	\$	302,900.00
3	8" Gate Valve	5	EA	\$	2,000.00	\$	10,000.00
4	Long Service Line	10	EA	\$	3,700.00	\$	37,000.00
5	Short Service Line	9	EA	\$	1,600.00	\$	14,400.00
6	8" Hydrant Assembly	3	EA	\$	6,600.00	\$	19,800.00
7	Site Restoration	1	LS	\$	12,500.00	\$	12,500.00
	T ()					Φ	400 000 00

Total \$ 408,600.00

Clarifications:

- Sales Tax is Excluded.
- Spoils are figured to be taken off site.
- We are planning to reuse the existing pipe for the water services.

Exclusions: sales tax, bond fees, engineering, staking, erosion control, ditch grading, traffic control, fence, landscaping, and or any other items not specifically called out. All items are tied with Dondlinger's option to untie. If bonds are required, our bond rate is 1%.

To give you the best possible price, we reserve the right to use the suppliers that we determine give us the lowest and most responsive bid. If you have any questions or need further information, Please Contact me at (316) 945-0555.

Respectfully Submitted,

Scott Cowan

Dondlinger Construction



1919 SW BLVD. WICHITA, KS 67213

FAX (316) 945-7799

(316) 945-7227

To:	City Of Bel Aire	Contact:	Marty McGee
Address:	7651 E. Central Park Ave.	Phone:	(316) 744-2451
	Bel Aire, KS 67886	Fax:	(316) 744-3739
Project Name:	Hillcrest WMR - Bel Aire	Bid Number:	24-040
Project Name: Project Location:	Hillcrest WMR - Bel Aire On Hillcrest North Of 47th Street North, Bel Aire, KS	Bid Number: Bid Date:	24-040 2/23/2024

MIES CONSTRUCTION INC. hereby proposes to furnish all material, equipment and labor required to complete the portion in the following proposal.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Connect To Existing Main	2.00	EACH	\$6,000.00	\$12,000.00
2	Pipe, WL 8", Directional Drilled	2,330.00	LF	\$87.00	\$202,710.00
3	8" Gate Valve	5.00	EACH	\$3,385.00	\$16,925.00
4	1" Long Services	10.00	EACH	\$2,350.00	\$23,500.00
5	1" Short Services	9.00	EACH	\$2,050.00	\$18,450.00
6	Fire Hydrant Assembly	3.00	EACH	\$9,000.00	\$27,000.00
7	Site Restoration	1.00	LS	\$76,475.00	\$76,475.00

Total Bid Price: \$377,060.00

Notes:

- Due to fuel, material and other rising costs this proposal is valid for 14 days. If the proposal is not accepted within 14 days, additional costs may be incurred Mies Construction will need to reprice this scope of work.
- With the current volatility in material markets, Mies Construction can not be held responsible for project delays due to non-availability of materials.
- The above quoted work is tied unless prior arrangements are made with Mies Construction.
- The above quoted work does not include sales tax. We have not included any bonds nor any other specials or equity fees or other charges that may
 arise.

• Excluded:

Construction Staking, Inspections & As-Builts

Tree Trimming / Removal, Relocation or Replacement

Irrigation Relocation or Repair

Fence Removal, Resetting or Replacement

Mailbox Removal or Replacement (This Includes Temporary Mail Locations)

Dirt Work / Easement Grading

Compaction Testing or Any Other Soils Testing

Concrete Testing

Flowable Fill Backfill of Trenches

Sawcuts &/or Pavement/Sidewalk Removal or Replacement

Relocation/Adjustment of Existing Utilities

Site Demolition

SWPPP Plan/Inspections, Erosion Control, BMP's or Maintenance of BMP's.

Liquidated Damages

Traffic Control &/or Signage (This Includes Removal or Replacement)

Sleeves

Payment Terms:

Payment terms, including retainage guidelines, shall follow the terms outlined in the project specifications regarding frequency and amounts.

Section XII, Item G.

ACCEPTED: The above prices, specifications and conditions are satisfactory and	CONFIRMED: Mies Construction Inc.
are hereby accepted.	Mies Constituction Inc.
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Steve Waltermire
	(316) 945-7227 steve@miesconstruction.com

Nowak Construction Company, Inc.

Section XII, Item G.

200 South Goddard Rd Goddard, KS 67052

Phone: (316) 794-8898 Fax: (316) 794-2243

To:	City Of Bel Aire	Contact:
Address:	Bel Aire	Phone:
		Fax:
Project Name:	2024 City Of Bel Aire 8" Water Main Replacement	Bid Number:
Project Location:	48th And Hillcrest St., Bel Aire, KS	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Connect To Existing Main	2.00	EACH	\$5,634.00	\$11,268.00
2	8" PVC Pipe	2,330.00	LF	\$115.50	\$269,115.00
3	8" Gate Valve	5.00	EACH	\$2,736.00	\$13,680.00
4	Long Service Line	10.00	EACH	\$2,264.00	\$22,640.00
5	Short Service Line	9.00	EACH	\$1,744.00	\$15,696.00
6	8" Hydrant Assembly	3.00	EACH	\$6,673.00	\$20,019.00
7	Site Restoration	1.00	LS	\$7,545.00	\$7,545.00

Total Bid Price: \$359,963.00

ACCEPTED:	CONFIRMED:		
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Nowak Construction Company, Inc.		
Buyer:			
Signature:	Authorized Signature:		
Date of Acceptance:	Estimator: Ryan Nelson		
	316-794-8898		

2/19/2024 11:09:16 AM Page 1

City of Bel Aire, Kansas

STAFF REPORT

DATE: 12/05/2023

TO: City Manager

FROM: Marty McGee

RE: Webb Road street repair



<u>BACKGROUND</u>: The city of Bel Aire is responsible for maintaining 28.8 miles of roadways throughout the city. Webb Road from K-254 to 45th Street is one of the roads that the city is responsible for maintaining.

<u>DISCUSSION</u>: Webb Road has had a subgrade failure and needs repaired for safety concerns. The road repair is roughly 60' x 12'. The repairs will consist of 6" of subgrade replacement and 6" of concrete and 2" of asphalt to complete the repair. This type of repair will be consistent with other repairs that have been made in the past on Webb Road. Also included in this bid will be a patch repair on 39th and Edgemoor from a previous water main break. The patch repair is approximately 45 square yards. This repair will be 100% asphalt, with no concrete included. The third repair will be on Oliver between 47th and 48th street. This patch will consist of 8x20 subgrade and asphalt repair.

In adhering to the City's purchasing policy, staff solicited bids from three companies, which are shown in the table below.

Contractors	Bid amount
Pearson Construction	\$57,005.00
Kansas Paving	\$49,840.00
Apac Construction	\$60,875.00

<u>FINANCIAL CONSIDERATIONS</u>: Funding for this project will be taken from the Street Operations funds.

<u>POLICY DECISION</u>: Staff is adhering to City policy in gathering a minimum of three bids.

RECOMENDATION: Staff recommends the City Council accept the bid from Kansas Paving.

RECOMENDATION: Staff recommends the City Council accept the bid from Kansas Paving.



Figure 1 Oliver between 47th and 48th



Figure 2 Webb Rd, just north of 53rd



Figure 3 39th and Edgemoor



2901 N. Mead Wichita, KS 67219 p: (316) 263-3100 f: (316) 263-3071 www.pearsonconstructionlic.com

Project Location:		Bid Date:	
Project Name:	City Of Bel Aire Patches	Bid Number:	2402-014
	Bel-Aire, KS 67226	Fax:	(316) 744-3739
Address:	7651 E Central Park	Phone:	(316) 744-2451
To:	City of Bel-Aire	Contact:	

Item #	Item Description	Estimated Quantity Unit	Unit Price	Total Price
1	53rd & Web Patch	1.00 LS	\$26,325.00	\$26,325.00
2	39th & Edgemoor Patch	1.00 LS	\$16,855.00	\$16,855.00
3	Oliver - Between 47th & 48th St	1.00 LS	\$13,825.00	\$13,825.00

Total Bid Price: \$57,005.00

Notes:

- The above price does not include Performance and Payment Bonds. Add 1.00 % if required.
- Sales tax excluded
- Erosion control excluded
- Seeding Excluded
- · Barricades / traffic control included
- If we have to over excavate poor subgrade, and bring in additional material, additional cost may be required.
- 53rd & Webb includes pavement removal, excavation, 6" Reinf. Crushed Concrete Base, 6" Reinf. Concrete Base, and a 2" asphalt surface. Patch is assumed to be 60'x12' (1' outside of damaged asphalt)
- 39th & Edgemoor includes pavement removal, excavation, 6" Reinf. Crushed Concrete Base, and 6" Asphalt Pavement. Patch is assumed to be approximately 45 SY
- Oliver between 47th & 48th includes pavement removal, excavation, 6" Reinf. Crushed Concrete Base, and 6" Asphalt Pavement. Patch is approximately 8'x20'
- · All materials are per City of Wichita Standard Specifications.
- The above price is good for 30 days.

Payment Terms:

Payment: Net 30 Days

ACCEPTED:	CONFIRMED:	
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Pearson Construction, LLC	
Buyer:		
Signature:	Authorized Signature:	
Date of Acceptance:	Estimator: Tyler Stevenson	
	316-263-3100 tylers@pearsonconstructionllc.com	

PROPOSAL

Kansas Paving

P.O. Box 4204

Wichita, Kansas 67204

(316) 832-0828

Date

February 13th,2024

Bidders

City of Bel Aire / Marty McGee

Project Location:

Street Patching

Webb Road North of 53rd and

39th & Edgemoor

Oliver between 47th and 48th Street

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	NODW VZ A WYON				
1	MOBILIZATION	1.00	LS	1,000.00	1,000.00
2	WEBB ROAD NORTH OF 53RD	97.00	SY	250.00	24,250.00
3	39TH & EDGEMOOR	45.00	SY	250.00	11,250.00
4	OLIVER BETWEEN 47TH AND 48TH STREET	25.00	SY	350.00	8,750.00
5	TRAFFIC CONTROL	1.00	LS	4,590.00	4,590.00

GRAND TOTAL \$49,840.00

NOTES:

Excluded:Sales Tax,Permits,Pavement Markings

Chris Wolken Kansas Paving 316-832-0828



APAC-KANSAS, INC., SHEARS DIVISION

A CRH COMPANY 3511 S WEST ST | WICHITA, KS 67217 P (316) 524 5200 | F (316) 524 3651

PROPOSAL

TOCity of Bel AireDATE2/12/2024PROJECTStreet RepairESTIMATE6965053LOCATIONBel Aire, KansasADDENDUM(S)

APAC-Kansas, Inc., Shears Division – Wichita Branch ("APAC") offers to furnish all labor, materials and equipment required for the performance of the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT PRICE
1	WEBB RD. REPAIR	80.000	SY	\$ 375.00	\$30,000.00
2	39TH STREET REPAIR	45.000	SY	\$ 375.00	\$16,875.00
3	OLIVER BETWEEN 47 & 48	14.000	SY	\$1,000.00	\$14,000.00
				Bid Total:	\$60,875.00

Notes:

- 1. City of Bel Aire will need to clearly mark the work areas.
- 2. Asphalt Mix and Concrete (High Early) are quoted with City of Wichita Specifications.
- 3. Traffic control is provided in accordance with MUTCD standards for lane closure on Webb Rd.
- 4. Traffic control on 39th Street and Oliver will be limited to the work area.
- 5. All quantities are approximate, should quantities increase APAC will be paid at the above unit prices.
- 6. Exclusions:
 - a. Bond if needed add .4%
 - b. Sales Tax

daniel.young@apac.com

- c. Staking and Engineering
- d. Seeding and Erosion Control
- e. Striping and Pavement Markings.

If you have any questions or need any additional information, please call me at (316) 524-5200.

This Proposal expires thirty (30) days from the executed date of bid opening.

By signing below you are agreeing to the terms and conditions on page two.

Sincerely,		
	Accepted By:	
	Printed Name:	
Daniel Young Estimator	Date:	



TERMS AND CONDITIONS - Proposal and Contract

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform out work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Sedgwick County, Kansas, and you waive any right to jurisdiction and venue in any other place.

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 13, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: KDOT KLBIP Agreement



BACKGROUND:

The City applied for grant funding in 2023 for assistance in removing the culvert bridge and replacing it with a box culvert that does not meet bridge criteria. The City was awarded a grant and the Agreement for this work is attached.

DISCUSSION:

KDOT considers a series of culvert pipes a bridge anytime the opening is greater than 20'. The series of culverts underneath Oliver, just south of 45th meets this criterion and is considered a bridge. This series of culverts was intended to be replaced with the 45th Street, Oliver to Woodlawn project, but when the funding opportunity came up, the City applied and was eventually awarded the grant. Garver is currently working on the design for the bridge replacement. There will be some additional engineering fees associated with breaking out the bridge into a separate set of bidding documents, but it will be significantly less than the benefits that the City is gaining from accepting the grant funds. That amendment to Garver's Engineering Services Agreement will be forth-coming.

<u>FINANCIAL CONSIDERATIONS:</u> The cost of the improvements for this project will be financed through a general obligation bond.

<u>POLICY DECISION:</u> Council needs to consider entering into an agreement with KDOT in order to receive funding to offset the removal of the existing bridge structure and replace it with a non-bridge width box culvert.

<u>RECOMENDATION:</u> It is the recommendation of staff to enter into the agreement with KDOT for the grant funds to complete this project.



Project No. 087 U-2496-01 Bureau of Local Projects CMS Contract No. \

PROJECT NO. 087 U-2496-01 KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM BRIDGE RECONSTRUCTION/REHABILITATION BEL AIRE, KANSAS

PROJECT AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT), (the "Secretary") and **the City of Bel Aire, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

- A. The Kansas Legislature, through K.S.A. § 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects to aid local public authorities in replacing or repairing bridges throughout the state. The Kansas Local Bridge Improvement Program (KLBIP) has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of bridges in the State of Kansas.
- C. The City has requested, and the Secretary has authorized, a project under the KLBIP, as further described in this Agreement.
- D. Cities and counties may be eligible to receive state assistance in the financing of the construction and reconstruction of bridges, roads, and state highways provided the work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

NOW THEREFORE, 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. "City" means the City of Bel Aire, Kansas, with its place of business located at 7651 East Central Park Avenue, Bel Aire, KS 67226.

- 3. "Construction" means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
- 4. "Construction Contingency Items" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. "Construction Engineering" or "CE" means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 6. "Consultant" means any engineering firm or other entity retained to perform consulting or design services for the Project.
- 7. "Contractor" means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
- 8. "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 under this Agreement.
- 9. "Effective Date" means the date this Agreement is signed by the Secretary or the Secretary's designee.
- 10. "Encroachment" means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
- 11. "Hazardous Waste" means 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.

- 12. "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.
- 13. "Letting" or "Let" means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- 14. "MUTCD" means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
- 15. "**NBI**" means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
- 16. "Non-Participating Costs" means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
- 17. "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.
- 18. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the City.
- 19. "Preliminary Engineering" or "PE" means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
- 20. "Project" means all phases and aspects of the KLBIP project to be undertaken by the City, being: Replacement of Bridge No. 402120876525002 on North Oliver Street, located 0.02 mile south of East 45th Street North, over a tributary to East Fork of Chisholm Creek in the City of Bel Aire, Kansas, and is the subject of this Agreement.
- 21. "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.
- 22. "Responsible Bidder" means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
- 23. "Right of Way" means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
- 24. "Secretary" means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

25. "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

FUNDING:

1. **Funding**. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$180,000.00.
City	20% of Participating Costs of Construction and CE until Secretary's funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary's funding limit is reached.
	100% of Non-Participating Costs, Preliminary Engineering (PE), Right of Way, and Utility adjustments.

- 2. **Funding Limitation.** No reimbursement shall be made for the costs of Preliminary Engineering, Right of Way acquisition, or Utility adjustments. No reimbursement will be made for work performed by City staff for project administration, engineering, or inspection.
- 3. Reimbursement Payments. The Secretary will make partial payments to the City for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing; however, the Secretary will not make payments for reimbursement payments for Construction or Construction Engineering until the Project has been Let. To be eligible for reimbursement, the Project must be under contract for construction prior to August 29, 2025. A retainage of five hundred dollars (\$500.00) will be withheld from the final payment until the City completes its obligations under this Agreement, including all requirements of Exhibit A, Minimum Structure and Design Requirements.

Agreement Nd
Project No. 087 U-2496-01
Bureau of Local Projects
CMS Contract No. \

ARTICLE III

CITY RESPONSIBILITIES:

- 1. <u>Legal Authority</u>. By signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
- 2. <u>Letting and Administration by the City</u>. The City will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest Responsible Bidder. The City agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.
- 3. **Design and Specifications.** The City shall design the Project or contract to 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. Specifically, the City agrees to comply with the technical and other requirements listed in **Exhibit A** Structure and Design Requirements, which is attached and incorporated into this Agreement, as well as in conformity with applicable state, local, and federal law. The replacement structure design must meet current American Association of State Highway and Transportation Officials (AASHTO) Design requirements. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, et seq.
- 4. <u>Consultant Contract Language</u>. The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:
 - (a) <u>Completion of Design</u>. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - (b) <u>Progress Reports</u>. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

Agreement Nd Section X
Project No. 087 U-2496-01
Bureau of Local Projects
CMS Contract No. \

(c) <u>Third-Party Beneficiary</u>. Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

- 5. Responsibility for Adequacy of Design. The City shall be responsible for and require any Consultant 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 the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's or its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction 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 Consultant or the City.
- 6. <u>Authorization of Signatory</u>. The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
- 7. **Inspections.** The City will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.
- 8. **General Indemnification.** To the extent permitted by law and subject to 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 the Secretary's authorized representatives or employees.

- 9. <u>Indemnification by Contractors</u>. 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, or suppliers. 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.
- 10. **Reimbursement Requests.** The City shall submit invoices to the Secretary for reimbursement of costs incurred by the City for the Project. Invoices shall be submitted in amounts not less than one thousand dollars (\$1,000.00) and no more frequently than once per month. Invoices for reimbursement of costs for Construction and Construction Engineering (CE) are not eligible for reimbursement prior to the Project being Let and the Project being under contract for construction prior to the date specified in Article II, paragraph 3.
- 11. <u>Audit</u>. 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, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- 12. 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 Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.
- 13. <u>Maintenance of Project</u>. 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. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.
- 14. <u>Cancellation by City</u>. 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 cost incurred by the Secretary prior to the cancellation of the Project.
- 15. <u>Failure to Let</u>. The City acknowledges and agrees that the City's failure to award the construction contract for the Project by **August 29, 2025**, or within two (2) years from the Project

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award, will be considered a constructive act of cancellation by the City and the City will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the City will be subject to the reimbursement requirements set forth in Article III, paragraph 14.

16. <u>Final Review</u>. Upon completion of the Project, the City shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of City or its contractors, or agents, or 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, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by City.

ARTICLE IV

GENERAL PROVISIONS:

- 1. <u>Incorporation of Final Plans and Attachments</u>. The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Attachments are all essential documents of this Agreement and are either attached to this Agreement or incorporated by reference and made a part of this Agreement as if set forth in their entirety herein.
- 2. <u>Compliance with Federal and State Laws</u>. The City shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the Project undertaken pursuant to this Agreement.
- 3. <u>Civil Rights Act</u>. The Civil Rights Attachment, Rev. 01.24.2023 pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 4. <u>Contractual Provisions</u>. The provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached, are incorporated into and made a part of this Agreement.
- 5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
- 6. <u>Headings</u>. 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. **<u>Binding Agreement.</u>** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City, 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. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- 10. <u>Severability</u>. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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 BEL AIRE, KANSAS
CITY CLERK	(Date)	MAYOR
(SEAL)		

Agreement No. 10 Section XII, Item I.

Project No. 087 U-2496-01

Bureau of Local Projects

CMS Contract No. \

Kansas Department of Transportation Secretary of Transportation

BY: _____

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

☑ Exhibit A: Minimum Structure and Design Requirements

☑ Civil Rights Attachment, Rev. 01.24.2023

*Note – If left unchecked, then inapplicable.

KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM FY 2024 (Minimum Structure and Design Requirements)

the design and analysis of the project. All plans shall have the seal and signature of the engineer in charge of their development.			
All bridges shall be designed to carry legal loads without load posting limitations.			
A scour evaluation shall be performed on all bridges to ensure the bridge is not scour critical. Submit the completed Scour Appraisal Form 2023 (found on KART).			
Provide Load and Resistance Factor Rating (LRFR) superstructure load ratings (including Federal Highway Administration (FHWA) mandated Specialized Hauling Vehicles and Emergency Vehicles). The use of AASHTO Bridge Design and Rating (BrDR) software is preferred. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet (LRSS) sealed and signed by a licensed Professional Engineer.			
The owner is responsible for acquiring all right-of-way, permits, and clearances needed for the Project.			
Within ninety (90) days of completion of construction, submit a complete initial inspection to KDOT Bureau of Local Projects. The initial inspection shall be performed under the supervision of a qualified Bridge Inspection Team Leader.			
Submit total project costs to KDOT Bureau of Local Projects upon project completion. (Includes but is not limited to right-of-way, utility relocation, design, construction, and inspection services costs.)			
Basic hydraulic analysis based on HDS-5 or HEC-18 as appropriate.			
Load and Resistance Factor Design (LRFD) HL-93 superstructure design.			
Use Allowable Stress Design (ASD) as a minimum for foundation design. Use Modified Engineering News Record Formula for Pile Driving.			
Bridges less than 75' in length:			
 Minimum of one geology core sample and analysis report at each bridge site sealed and signed by a qualified licensed professional. 			
Bridges greater than or equal to 75' in length:			
 Follow requirements in the KDOT LPA Project Development Manual for geology requirements. 			
 A KDOT plan review at the field check stage is required. Geology and planned foundations should be included in the field check plan review set. 			

Standard industry practice and sound engineering judgment in accordance with the Kansas State Board of Technical Professions shall be exercised at all times throughout the design and analysis phases of the Project.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions**: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of
 Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the
 Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the
 programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or
 activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in
 the operation of public entities, public and private transportation systems, places of public accommodation, and
 certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at
 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas Department of Administration DA-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree the	nat the following	provisions a	are hereby inc	orporated into	the
contract to which it	is attached and	made a part	thereof, said	contract being	the
day of	, 2	0		_	

- 1. <u>Terms Herein Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- 5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

- 6. <u>Acceptance of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. <u>Arbitration, Damages, Warranties:</u> Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. <u>Responsibility for Taxes:</u> The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. <u>Insurance</u>: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title
- 11. <u>Information:</u> No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
- 12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 28, 2024

TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Woodlawn Box Culvert Inspection

Proposal Focus:

Our Mission

• Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

• Working Together – Departments working together as one team. Staff working with residents, HOA's and neighborhoods. Citizens working with each other.

Current Situation:

In light of all of the issues with the Woodlawn project and the forth-coming remediation work, staff have been approached by Council to perform an investigation of the Box Culvert that runs the length of the project from the Quail Ridge pond to 45th Street to ensure that the box is in good condition with no cracks or separated joints.

Goals:

- To grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

Staff reached out to Mayer Specialty Services for a quote to perform a thorough cleaning and video (CCTV) investigation of the box culvert and storm sewer pipe running underneath the northbound lane of Woodlawn from the box at Quail Ridge to 45th Street. Mayer's quote came in at \$12,500.

Financials:

The cost associated with this investigation will be included in the bonds for the project and paid for out of the general fund.

Recommendation:

It is staff's recommendation to accept the quote from Mayer for \$12,500 to ensure that the box culvert is in good condition and there are no cracks or separated joints that may contribute to the issues that we are seeing on Woodlawn.







QUOTE DATE *February 9, 2024*QUOTE EXPIRES 30 days from bid date

FROM Nick Moseley

PROJECT Woodlawn - 37th to 45th Storm Sewer CCTV Inspection - Bel Aire, KS

BID DATE 2/9/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Provide equipment and labor to high pressure jet clean and CCTV inspect existing storm sewer pipe from Sta. 38+86.80 to Sta. 10+00.00 (Line 17)	1	LS	\$12,500.00	\$12,500.00
		TOTAL			\$12,500.00

Customer Responsibilities

- Provide clean water for sewer cleaning equipment, such as a fire hydrant.
- Provide access for our equipment to all manholes as needed.
- Any excavation, opening, back filling and/or repair of sewers and or streets required to remove contractor's equipment caught in the sewer pipe due to sewer defects.
- Provide notification to any potential customers that may be affected.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed; locate, uncover & exercise manhole lids prior to our arrival.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of preexisting conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

General Terms and Conditions

INCLUSIONS:

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Television inspection reports delivered electronically via email with read-only software for forwarding, viewing and report printing.

EXCLUSIONS:

- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
- Sales Taxes
- Bypass Pumping
- Prevailing Wages/Davis-Bacon Wages
- Traffic Control
- Any pre-jobsite clearance including but not limited to:
- Safety Training (on-site or online)
- Badging
- Drug Testing
- Background Checks

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature		
Date Signed		

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469 Goddard, KS 67052 316-794-1165 316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00

INTERLOCAL SERVICE AGREEMENT FOR EXCHANGE OF SERVICES BETWEEN THE CITY OF BEL AIRE, KANSAS AND THE CITY OF KECHI, KANSAS.

THIS AGREEMENT is entered into this _____ day of ______, 2024, by and between the City of Bel Aire, Kansas, "Bel Aire," and the City of Kechi, Kansas, "Kechi", both being incorporated cities under Kansas statute.

WITNESSETH:

WHEREAS, Kechi owns and maintains a community brush site located within Kechi, Kansas; and

WHEREAS, Bel Aire owns and maintains recreation facilities that offer programming for citizens located within Bel Aire, Kansas; and

WHEREAS, Bel Aire and Kechi are authorized to enter into an interlocal agreement for exchange of services pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et. seq.;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, and to obtain the benefit of shared efficiencies, the parties agree as follows:

- 1. Kechi will allow Bel Aire residents to dispose of trees, limbs and brush at the Kechi brush site on days, times and at the same rates as Kechi residents.
- 2. Bel Aire will allow Kechi residents to use Bel Aire recreation facilities including the Rec Center and Central Park Pool on days, times, conditions and at the same rates as Bel Aire residents.
- 3. Bel Aire will allow Kechi residents to enroll in recreation programs at the same day, times, conditions and at the same rates as Bel Aire residents.
- 4. This exchange of disparate services will accomplish desirable efficiencies in operation and eliminate the costs of duplicating services which can be readily shared. All expenses associated with facility maintenance, staffing, operations, etc. shall be paid for by the municipality providing its services identified in this agreement.
- 5. Either party to this agreement shall have the right to terminate this agreement for convenience upon written notice to the other given 30 days prior to the effective date of termination. During this notice period the parties will make a good faith attempt to resolve any performance-based issues which could mitigate the dispute. This will include a face-to-face meeting of each municipality's chief administrator, held in the office of the party receiving the notice. Termination by either party shall terminate this Agreement in its entirety. Notice shall be sent to:

CITY OF BEL AIRE:

City of Bel Aire Attn: City Manager 7651 East Central Park Ave. Bel Aire, KS 67226 Phone: (316) 744-2451

CITY OF KECHI:

City of Kechi Attn: City Administrator 220 West Kechi Rd Kechi, KS 67067

- 6. This agreement contains the entire agreement between the parties hereto on this subject matter. No amendment, waiver or modification of this agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
- 7. This agreement shall become effective upon approval and signature of all parties and shall continue in force and effect until terminated by either party as provided in paragraph 5, above.

[Signature page follows]

IN WITNESS WHEREOF	, the parties	hereto hav	ve affixed	their si	gnatures	on the	date
herein written.	-				_		

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor	
ATTEST:	APPROVED AS TO FORM ONLY:
Melissa Krehbiel, City Clerk	Maria A. Schrock, City Attorney
CITY OF KECHI, KANSAS	
,	
Ashley Velazquez, Mayor	
ATTEST:	APPROVED AS TO FORM ONLY:
Debbie Creekmore, City Clerk	Andrew Kovar, City Attorney

Interlocal agreement, p. 3.



TWGfirm.com

Thomas C. Triplett John P. Woolf James A. Walker Timothy E. McKee Theron E. Fry Ron H. Harnden Tad Patton Rachael K. Pirner Jeffrey D. Leonard

J.T. Klaus Ross E. Hellwig Tyler E. Heffron Andrew N. Kovar Derek S. Casey Shane A. Rosson Neil C. Gosch Lisa A. McPherson

Jeffery C. Dahlgren

Matthew T. Schippers Kacey S. Mayes Krista D. Turner Katherine E.M. Chlumsky Kendra D. Stacey Taryn A. Gray Braden A. Sullivan Of Cot Eric E Section XII, Item K. Mary William B. Wachter

Thomas P. Garretson (1944 - 2022)

ankovar@TWGfirm.com

Phone 316-630-8100 • Fax 316-630-8101

2959 N. Rock Road, Suite 300 • Wichita, Kansas 67226

February 26, 2024

CITY OF BEL AIRE, KANSAS Attn: Jim Benage, Mayor 7651 E. Central Park Avenue Bel Aire, Kansas 67226

RE: Conflict Waiver - City of Bel Aire, Kansas/Interlocal Agreement with City of

Kechi, Kansas

Dear Mayor Benage:

The purpose of this letter is to seek your consent for Andrew N. Kovar and Triplett Woolf Garretson, LLC ("TWG"), as City Attorney for the City of Kechi, Kansas ("Kechi") to represent Kechi in connection with review of an Interlocal Service Agreement for the exchange of certain services between the City of Bel Aire, Kansas ("Bel Aire") and Kechi.

The undersigned regularly serves as City Attorney and Bond Counsel to Kechi. Certain TWG attorneys including J.T. Klaus, Neil Gosch, and the undersigned currently also represent Bel Aire on other unrelated matters involving negotiations with the City of Park City, Kansas with respect to the CCUA and certain Bel Aire project construction matters.

TWG's representation of Kechi with respect to the Interlocal Service Agreement will be adverse to Bel Aire and considered a conflict of interest due to our concurrent representation of Bel Aire on said unrelated matters. However, Bel Aire will be represented by its own City Attorney with respect to the Interlocal Service Agreement and we don't believe that such concurrent representations will affect our ability to provide competent representation to both Kechi and Bel Aire in such respective matters. Accordingly, we seek your consent and waiver to represent Kechi in connection with the Interlocal Service Agreement, as City Attorney to Kechi, and to represent Bel Aire as previously engaged in such unrelated matters.

Thank you for the time which is required in connection with your review of these matters. I have attempted to disclose the nature of the conflict, but I invite you to contact me if you have any questions whatsoever.

Very truly yours,

TRIPLETT WOOLF GARRETSON, LLC

Andrew N. Kovar

Section XII, Item K.

CITY OF BEL AIRE, KANSAS Attn: Jim Benage, Mayor February 26, 2024 Page 2
ANK:pjg
ACKNOWLEDGED AND CONSENTED:
CITY OF BEL AIRE, KANSAS
By
Jim Benage, Mayor

TWG REF: 1112205

MANAGERS REPORT

DATE: February 29, 2024

TO: Mayor Benage and City Council

FROM: Ty Lasher, City Manager

RE: March 5, 2024 Agenda



Proclamations (Item V)

American Red Cross Month is observed every March. The Red Cross uses this month to honor and celebrate all the volunteers who support the mission of their organization. Local civic groups often host blood drives in Bel Aire. This proclamation supports the Red Cross in the great work they do.

Severe Weather Preparedness Week is an initiative of the National Weather Service, Kansas Emergency Management and Sedgwick County Emergency Management to educate our citizens of the dangers associated with severe weather. This is an opportunity for Bel Aire to take part in the awareness of severe weather and encourage our citizens to be prepared as spring is quickly approaching.

Consent Agenda (Item VI)

The Consent Agenda contains the Minutes of the February 20, 2024 City Council meeting. It also contains two Resolutions designating signatories for City financial accounts. When the last Council meeting ran over time, these two Resolutions were tabled. With the hiring of Finance Director Barry Smith and the retirement of myself, the authorized signers need to be updated for these financial accounts with Stryv Bank and the Kansas Municipal Investment Pool (KMIP).

Stryv Bank – The City's checking account is held by Stryv Bank. All checks, payroll and utility billing ACH, and wire transfers require two signatures or authorizations. It is necessary to have multiple signers on the checking account in case one or more signers is out for vacation, family emergencies, or illness. The finance director and treasurer are the primary signers and authorizers of financial transactions. This Resolution updates signers for the account to align with current officials and staff.

KMIP - The State of Kansas offers a local government investment pool entitled State of Kansas Municipal Investment Pool (MIP), which is a voluntary investment alternative for municipalities in the state of Kansas and is governed by the State of



Kansas Pooled Money Investment Board (PMIB). The city has invested funds with KMIP. The current authorized signer on the account is Assistant City Manager Henry. The Resolution before Council includes the addition of Barry Smith and Treasurer Deborah Appel.

Appropriations Ordinance (Item VII)

This appropriations ordinance encompasses 02/14/24 through 02/23/24 expenses and one payroll cycle. Expenditure amounted to \$454,118.20. There is \$0.00 infrastructure costs for new developments in this reporting period.

Right of Way, Easement and Agreement for 53rd Street (Item A-C)

At the last meeting, Council tabled bids for 53rd Street, in order to secure an agreement, temporary construction easement and permanent right-of-way acquisition with this particular landowner along 53rd Street. Those documents have now been signed by the landowner and are included in your packet. The documents now come before Council for consideration. If approved, Council will be able to move forward with financing and bid selection for the 53rd Street reconstruction project from Woodlawn to Oliver.

Improvement Resolution for 53rd Street (Item D)

This Resolution will approve the financing for the 53rd Street project. Kevin Cowan from Gilmore & Bell will be at the meeting to answer any questions.

53rd Street Bids (Item E)

For several years, the City has been doing patch work on 53rd Street between Oliver & Woodlawn. Within the last year, the City hired Garver to engineer a new road and turned the street back to gravel in preparation of the reconstruction. The cost of the improvements will be financed through a general obligation bond. Garver completed the design work and bids were accepted on February 13th for the project. The project was bid with two alternatives – Alternate1 is for concrete paving in lieu of asphalt paving. Alternate 2 is for the asphalt overlay of 53rd from Woodlawn to Rock Road. Start and Completion dates were also bid out. Council discussed this item at their last meeting but voted to table it in order to secure Right-of-Way and Easements for the project. Those documents have now been signed by the landowner, and the project is ready to move forward with bid selection.

Bids for Construction Observation Services, 53rd Street (F)

Proposals for construction observation services were solicited from four firms with only three firms responding. The firms were asked to provide a scope of services, experience of personnel who would be working on the project and a fee or fee range for services. Construction testing services were being solicited under a separate proposal, with the selected inspection firm being asked to oversee and assist in coordinating the testing.



PEC's estimated fee for their construction services is \$241,465.00. TranSystems fee range for construction services is between \$215,000 and \$285,000. The range is dependent on the Council's choice of contractor and asphalt or concrete construction. WSP's estimated fee for their construction services is \$277,176.32. The cost of the improvements for this project will be financed through a general obligation bond. Staff have worked directly with both TranSystems and PEC on projects in Bel Aire. WSP has a very good reputation in the industry and was highly recommended by local contacts. Staff feels that any of these three firms would provide the City with strong oversight and good communication.

Bids for Hillcrest Water Main Replacement (Item G)

The Hillcrest water main is currently a 4" cast iron pipe from 47th street to the dead end of Hillcrest. There is a 6" transite pipe –(AC) from Hillcrest to Woodlawn. This line helps to form a looped system from Hillcrest to Woodlawn which allows the water to circulate and prevents it from becoming stagnant. The 4" main on Hillcrest needs to be upgraded to an 8" PVC pipe to accommodate pressure and flow throughout the neighborhood. The 6" main on Hillcrest heading East to Woodlawn is transit pipe that has failed four times in 2023. When transit pipe leaks, it will create a break around the entire pipe thereby weaking the structure. There are currently four clamps in a twenty-foot span with another break at this location. Because of this break, this portion of the line is currently shut down, requiring staff to blow off the 4" line along Hillcrest to remove stagnant water from the system and maintain chlorine residual. The plan is to replace the transit pipe with 8" PVC pipe and replace the 4" cast iron pipe with 8" PVC. This will allow us to upgrade our current flow and have a more reliable system. The overall pipe length of this project will be 2,330 feet of 8" PVC pipe, with 4 new fire hydrants and 4 new 8" valves. In adhering to the City's purchasing policy, staff solicited bids from five companies with four responding. Funding for this project will be taken from the water Operations funds. Staff recommends the City Council accept the bid from UMC In the amount of \$287,973.00.

Bids for Street Repairs - Webb Road, Edgemoor and Oliver (Item H)

The city of Bel Aire is responsible for maintaining 28.8 miles of roadways throughout the city. Webb Road from K-254 to 45th Street is one of the roads that the city is responsible for maintaining. Webb Road has had a subgrade failure and needs repaired for safety concerns. The road repair is roughly 60' x 12'. The repairs will consist of 6" of subgrade replacement and 6" of concrete and 2" of asphalt to complete the repair. This type of repair will be consistent with other repairs that have been made in the past on Webb Road. Also included in this bid will be a patch repair on 39th and Edgemoor from a previous water main break. The patch repair is approximately 45 square yards. This repair will be 100% asphalt, with no concrete included. The third repair will be on Oliver between 47th and 48th street. This patch will consist of 8x20 subgrade and asphalt repair.

Staff solicited bids from three companies, with Kansas Paving submitting the lowest bid at \$49,840. Staff recommends the City Council accept the bid from Kansas Paving.



KLBIP Agreement (Item I)

This item was tabled at the last Council meeting, for lack of time. The City applied for grant funding in 2023 for assistance in removing the culvert bridge underneath Oliver, just south of 45th. KDOT considers a series of culvert pipes a "bridge" anytime the opening is greater than 20'. This series of culverts was intended to be replaced with the 45th Street, Oliver to Woodlawn project, but when the funding opportunity came up, the City applied and was eventually awarded the grant. The City intends to replace the culvert bridge with a box culvert (that does not meet bridge criteria). The Agreement for this work is included in your packet. There will be some additional engineering fees associated with breaking out the bridge into a separate set of bidding documents, but it will be significantly less than the benefits that the City is gaining from accepting the grant funds. That amendment to Garver's Engineering Services Agreement will be forth coming. The cost of the improvements for this project will be financed through a general obligation bond. Staff recommend approval of the agreement with KDOT.

<u>Proposal for Box Culvert Televising and Cleaning, Woodlawn (Item J)</u>

In light of all of the issues with the Woodlawn project and the forth-coming remediation work, staff have been approached by Council to perform an investigation of the Box Culvert that runs the length of the project from the Quail Ridge pond to 45th Street to ensure that the box is in good condition with no cracks or separated joints. Staff reached out to Mayer Specialty Services for a quote to perform a thorough cleaning and video (CCTV) investigation of the box culvert and storm sewer pipe running underneath the northbound lane of Woodlawn from the box at Quail Ridge to 45th Street. Mayer's quote came in at \$12,500. The cost associated with this investigation will be included in the bonds for the project and paid for out of the general fund. It is staff's recommendation to accept the quote from Mayer for \$12,500.

Interlocal Agreement, Kechi Brush Site and Bel Aire Recreation (Item K)

For many years, Bel Aire operated a free brush disposal service. Residents could bring brush and limbs to an empty lot owned by the City. Since all the land has been sold, the City was unable to find a suitable brush site within Bel Aire to continue the program. Recent talks with Kechi officials have opened up the possibility of an exchange of services. The proposed agreement would allow Bel Aire residents to use Kechi's brush site in exchange for allowing Kechi residents to pay the resident rate when using Bel Aire Recreation facilities. This exchange of services will eliminate the costs of duplicating services. Either party will have the right to terminate this agreement with 30 days' written notice. Also included in your packet is a Consent Waiver from Tripplett Woolf Garretson, LLC. The law firm was retained by the City of Bel Aire to work on specific projects, but also happens to represent the City of Kechi. The waiver is a necessary formality. Staff recommends Council approve both the waiver and the agreement.



Executive Session (Item XII)

Will need 4 executive sessions.

<u>Discussion and Future Issues – March Workshop Time and Date</u>

The next Council workshop is currently scheduled for March 12th at 6:30 p.m. The agenda will consist of capital improvement projects for 2024.

