# Project Request

**CIP YEAR:** 2016  
**CIP #:** Pg 94, Line 4

**DEPARTMENT:** 18 Public Works & Utilities  
**DIVISION:** Sewage Treatment  
**RESOLUTION/ORDINANCE #:**  
**ENGINEERING REFERENCE #:** 468-85118

**NEIGHBORHOOD IMPROVEMENT**  
**FUND:** 533 Sewer Construction

**COUNCIL DISTRICT:** 03 Council District 3  
**DATE COUNCIL APPROVED:** Dec 6, 2016

**PROJECT #:** 666010  
**PROJECT TITLE:** Plant 2 Force Main Improvements

**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Plant 2 Force Main Improvements

**OCA #:** 620900  
**OCA TITLE:** Plant 2 Force Main Improvements

**PERSON COMPLETING FORM:** Joni Chamberlain  
**PHONE #:** 268-4572

**PROJECT MANAGER:** Stan Breitenbach  
**PHONE #:** 268-4235

**NEW BUDGET**  
**REVISED BUDGET**

<table>
<thead>
<tr>
<th>Revenue Object Level 3</th>
<th>Original Budget</th>
<th>Adjustment</th>
<th>New Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9813 Cash Transfer In</td>
<td>$1,000,000.00</td>
<td>$37,500,000.00</td>
<td>$38,500,000.00</td>
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<td><strong>$37,500,000.00</strong></td>
<td><strong>$38,500,000.00</strong></td>
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**Expense Object Level 3**

| 2999 Contractuals     | $1,000,000.00   | $37,500,000.00 | $38,500,000.00 |
|                       | $0.00           | $0.00         | $0.00         |
|                       | $0.00           | $0.00         | $0.00         |
|                       | $0.00           | $0.00         | $0.00         |
|                       | **$1,000,000.00** | **$37,500,000.00** | **$38,500,000.00** |

**Total Expense:** $1,000,000.00 $37,500,000.00 $38,500,000.00

**NOTES:**

Budget increase for final design work and construction.

**SIGNATURES REQUIRED**

**DIVISION HEAD:**  
**DATE:** 11/6/16

**DEPARTMENT HEAD:**  
**DATE:** 11/6/16

**BUDGET OFFICER:**  
**DATE:** 11/8/16

**CITY MANAGER:**  
**DATE:**
SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 7, 2016

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated June 7, 2016) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to PLANT 2 INFLUENT FORCE MAIN DESIGN (620860).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced Agreement is hereby amended to include the following:

Prepare additional design for Plant 2 Influent Force Main Design
(see Attached for details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee as follows:

Design Services: $1,275,000
Additional Fee for Flow Meter Purchase: $ 21,010
Inspection & Testing, Not to Exceed: $ 297,000

TOTAL: $1,593,010
C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

   (a) Field check plans of the project for distribution to utilities by 1/13/17 (ph1), 4/14/17 (ph2).
   (b) Office check plans by 2/17/17 (ph1), 5/12/17 (ph2).
   (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 3/1/17 (ph1), 6/6/17 (ph2).

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this __________ day of ____________________, 2016.

CITY OF WICHITA

________________________________________
    Jeff Longwell, Mayor

ATTEST:

________________________________________
    Karen Sublett, City Clerk

APPROVED AS TO FORM:

________________________________________
    Jennifer Magaña, City Attorney and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

(Name and Title)
Plant 2 Force Main Rehabilitation/Replacement

Final Design

10/19/16

Project Description

Design of a 54” force main from Plant 1 to Plant 2. Final design of the project will include the following:

- New flow control structure at Plant 1
- Demolition of existing flow discharge structure at Plant 1
- Design of two pipes from new flow control structure extended past the Arkansas River (Phase 1)
- Air Release Valves, tees for temporary bypassing, and structures
- Trenchless installation across the Kansas Turnpike
- Open cut or Trenchless crossings of 47th Street and McArthur, including traffic control plans.
- Potential for phasing of construction, including Phase 1 (2 pipes from Plant 1 across the Arkansas River), and Phase 2 from south of the Arkansas River to Plant 2 tie in.
- Controls for flow meter at Plant 2, and bypass to the extraneous flow basins at Plant 1.
- Flushing/cleaning of the existing pipeline.
- Demolition of the existing structures and abandonment plan for the existing pipeline from Plant 1 to South of the Arkansas River.
- Removal of butterfly valve at Plant 2.

Scope of Services

1. Conduct Kickoff Meeting with the City and Design Team.
2. Identify critical utility crossings and determine vertical locations by vacuum excavation.
3. Coordinate with Utility Companies, including ULCC.
4. Additional pick up Topographical Survey.
5. Update base mapping for project corridor.
6. Update hydraulic calculations based on final design of pipeline with installed flow meter readings.
7. Design of flow structure at Plant 1, including bypass configuration for flows to extraneous flow basin.
8. Design of thrust restraint systems.
9. Sizing and design of air release systems, including structural design of vaults.
10. Review pipe and material options.
11. Design of connection to existing piping at Plant 2.
13. Prepare traffic control plan for project corridor where traffic flows will be affected.
14. Prepare easement descriptions and tract maps.
15. Prepare permit applications, and coordinate with all agencies for permitting.
16. Develop construction sequencing for construction of the improvements.
17. 60% project plans/profiles/supplemental specifications, and cost estimates.
18. 60% review meeting with City Staff.
19. 90% project plans/profiles/supplemental specifications, and cost estimates.
20. 90% review meeting with City Staff.
21. 100% Final plans/profiles/supplemental specifications, and cost estimates.
22. Attendance at Park Board meeting and any required public meetings, including preparing presentation materials.
23. Answering bidding RFI’s and questions
24. Prepare any required addenda.
25. Review material submittals during construction.
27. Attend bi-weekly on-site construction meetings during construction.
28. Coordinate condition review of the existing pipeline.

Design Services not provided, that can be provided under separate agreement:

1. Condition assessment, including inspection of the existing pipeline.
2. Testing of the condition of the existing pipeline.
3. Demolition and abandonment of the existing pipeline and structures.
4. Slippining and/or pipeline rehabilitation of the existing pipeline and structures.
5. Design of any temporary bypass systems for the completed pipeline.
6. Construction staking of the proposed improvements.
7. Design of any pump modifications at Plant 1.
8. Design of any improvements to the extraneous flow basins.

INSPECTION SCOPE OF SERVICES:

PEC Field Services will provide a full time onsite “Project Inspector”. This individual will represent the City of Wichita as a liaison between the Contractor, Engineer, and the City.

1. Provide a preliminary review of plans ahead of construction and participate in a kickoff meeting with Engineering Design Team
2. Attend the pre-construction meeting and exchange contact information from key personnel involved with the Project. Gain an understanding of initial Contractor schedule, processes, and anticipated project milestones.
3. Attend and document notes from all required progress and coordination meetings. Attend all required safety meetings.
4. Work with City of Wichita Public Works staff for approval and installation of any proprietary parts and materials (if required) inherent to the City’s standard inventory.
5. Provide construction management services for construction inspection, quality control/quality assurance, and coordination of all construction activities within the Construction footprint. Contact and coordinate all required QC testing operations and personnel from PEC Field Services.
6. Perform quality assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other associated guidelines. Witness and record all required testing operations required by the Project Contract Documents.
7. Oversee the necessary coordination with the City and Contractor to ascertain that construction operations have the least impact on the local community.
8. Ensure all construction documentation is prepared and maintained including, but not limited to: Daily Reports, Logs, Testing Reports, and Construction Drawings.
9. Prepare and process all work directives, change orders, and pay estimates through the City and as approved by the Engineer.
10. Evaluate merit of claims made by the Contractor and be prepared to mitigate or reduce impact of potential claims.
11. Review contractor’s compliance with its own SWPPP requirements, including erosion control and BMP installation and maintenance.
12. Perform closeout activities of the project contract including walk-through, punch list items, final payments and contract obligations. Certify and obtain final acceptance of the project from the City and the Engineer.
13. Prepare and deliver to the City a complete set of all required Project documentation upon project completion. This would include a “Redline Mark-Up” document which would incorporate any substantial changes made to the project during construction including descriptions of such and reasons for deviations.

**ANTICIPATED TESTING SCOPE OF SERVICES:**

- Provide “Material Testing”. PEC Field Services will perform Quality Control testing to make certain that all construction operations and materials are in conformance with the specifications and contract documents. More specifically, as we understand that the scope of our services will include, but may not be limited to, the following: Providing field and laboratory testing of aggregates and soils
- Providing field evaluation of foundation bearing materials
- Providing field and laboratory testing of fresh Portland cement concrete
- Providing field and laboratory testing of asphaltic concrete
- Providing field observation and evaluation of structural masonry
- Providing field observation and evaluation of structural steel erection

**Services not provided, that can be provided under separate agreement:**

It is assumed that the Contractor will be working Monday through Friday, generally 45 to 50 hours per week. Excluded in our fee proposal is additional Inspection Personnel, CAD, Construction Staking, any type of Environmental Assessment, SWPPP Inspection, Night Work, Saturdays, Sundays, and Holidays.

**Proposed Fees**

PEC proposes to perform the work included in the scope of services, for the following lump sum fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>Design Services</td>
<td>$1,275,000</td>
</tr>
<tr>
<td>Additional Fee for Flow Meter Purchase (as part of concept design)</td>
<td>$21,010</td>
</tr>
<tr>
<td><strong>TOTAL DESIGN SERVICES</strong></td>
<td><strong>$1,296,010</strong></td>
</tr>
<tr>
<td>Additional services-Inspection and Testing</td>
<td>$297,000 NTE</td>
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</tbody>
</table>
RESOLUTION NO. 16-______

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 16-095 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body has heretofore by Resolution No. 16-095 of the City (the “Prior Resolution”), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Plant 2 Force Main Improvements

(the “Project”) at an estimated cost, including related design and engineering expenses of $1,000,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,080,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”) to be payable from the revenues of the Utility; and

WHEREAS, the City now desires to increase the financing initiated under the Prior Resolution to support additional design phases and construction of the Project, and it is therefore necessary to amend the Prior Resolution.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Amendment. Section 1 and Section 2 of the Prior Resolution are hereby amended to read as follows:
Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Plant 2 Force Main Improvements

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of $38,500,000. It is hereby further authorized, ordered and directed that the Amended Project be designed, acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $41,580,000 (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution, and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Notice. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. Repeal and Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in Section 2 hereof, Sections 1 and 2 of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on ____________________ , 2016.
(SEAL)

ATTEST:

__________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

__________________________
Jennifer Magaña, Director of Law
and City Attorney
NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 16-_____, on ____________, 2016, (the “Resolution”). The Resolution amended Resolution No.16-095 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed $1,080,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The City desired to increase the costs and financing authority for the Project for additional design phases and construction, and it was therefore necessary to amend the Prior Resolution to support the work on

Plant 2 Force Main Improvements

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of $38,500,000 and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $41,580,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Amended Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Amended Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on ________________, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk