



STAFF REPORT

DATE: March 28, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Amendment to PEC Water/Sewer Master Plan Agreement

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:

With the potential for Integra coming to Bel Aire, we have asked PEC to assist us in beginning to develop alternatives for water and sanitary sewer connections, supply and treatment.

Goals:

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

Discussion:

The Integra project and its associated suppliers has the potential to drastically increase the amount of potable water needed by the City and the amount of sanitary sewer treated by the City. After looking into our current usage for both water and sewer and the available supply and treatment capacities, it is clear that we are going to need to significantly increase both our available water supply and sewage treatment capacity in order to serve Integra. The current agreement for the water and sewer master plans include a look at what it will take to provide service to the entirety of Bel Aire, but adding the new demands takes this to an entirely different level. This addendum to the PEC agreement will allow them to consider the additional capacity required with the Integra and associated supplier expansion and start looking into options for service on both the water and sanitary sewer sides. It will include preliminary discussions with potential suppliers (El Dorado, City of Wichita and CCUA (additional water rights likely needed) for water usage and reviewing CCUA and the City of Wichita for potential sanitary sewer treatment options. This phase would be only for the preliminary discussions and to decide which alternatives are the most feasible for proceeding with further evaluation.

Financials:

The costs associated with addendum will be split between the water and sewer funds.

Recommendation:

Staff recommends that the City Council accept the Amendment to the Agreements for Professional Services from PEC in the amount of \$48,500.00.

March 30, 2023



Ty Lasher
City Manager
7651 E. Central Park
Bel Aire, Kansas 67226

Reference: Project Name: Bel Aire Water/Wastewater Supply and Treatment Master Plan
 Supplemental Agreement No: 1
 Original Contract Date: September 7, 2022
 PEC Project No. 35-230255-000-2564

Dear Mr. Lasher:

This Supplemental Agreement between the Client and Professional Engineering Consultants, P.A. (PEC), modifies the above referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. See attached Exhibit A.

B. Time of Performance:

1. PEC proposes to complete the Scope of Services within 70 calendar days following receipt of an executed copy of this agreement exclusive of any delays beyond the control of PEC.

C. Payment Provisions:

- | | | |
|----|--|----------------------------|
| 1. | Original Contract Amount on a lump sum basis: | \$134,000.00 |
| 2. | Net change by previous Supplemental Agreement(s): | \$ 00.00 |
| 3. | The contract amount will increase by this Supplemental Agreement on a not-to-exceed standard hourly basis: | \$ 48,500.00 |
| 4. | The new contract amount including this Supplemental Agreement: | <u>\$182,500.00</u> |

D. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ryan W. Glessner, P.E.
VP Civil Municipal and W/WW Engineering

KEZ:cds

ACCEPTED:

CITY OF BEL AIRE

By: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description.

1. Project Description – Water/Sewer Options Assessment Phase 1:
 - a) The additional scope (Phase 1) shall consist of evaluation of potential options for water supply and wastewater discharge from the proposed industrial facilities associated with the CHIPS funding. The outcome of Phase 1 is to determine which water supply, water treatment, and wastewater treatment/disposal options will be evaluated in detail in a future phase of work. Costs for each option will be included in future phases of development.
 - b) Supplemental agreements or separate contracts would be developed for future phases of work that will be necessary to finalize the water supply, treatment, and wastewater treatment/disposal improvements to be utilized to serve the proposed industrial facilities. Summaries of the future Phases are notes for referenced in Exhibit B.

B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate the Scope of Services will be completed within 70 calendar days following receipt of an executed copy of this agreement.
3. 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. Project Deliverables.

1. Phase 1: High Level Assessment
 - a) The deliverables for Phase 1 will be a report outlining the identified options; initial discussions with current and potential contracted suppliers; summary of existing CCUA treatment plant conditions, capacities and recommended improvements (as provided in the Burns & McDonnell report); and comparison of options.

D. Scope of Services:

1. Project Management:
 - a) Development and management of the project schedule, preparation and distribution of project meeting agendas and minutes, development of information requests as required to complete the scope of services listed below, and CLIENT communications.
 - b) Set up and facilitate meetings with applicable regulatory agencies as required to obtain initial input on water supply and wastewater service options.
 - c) Participate in meetings with new industrial users and CLIENT as required.
 - d) Work with the CLIENT and new industrial users to determine treatment requirements for reusing wastewater effluent for process water supply.

2. Water and Wastewater Contract Review:
 - a) Assist CLIENT with review of current water purchase and wastewater treatment agreement provisions and options for modifications to the contracts.
 - b) Attend up to two meetings with the City of Wichita and two meetings with CCUA and/or Park City to discuss current contracts and potential modifications.
 - c) Attend up to three meetings with CLIENT staff to discuss contract negotiations and water purchase rate structures.
3. Water Supply and Treatment Options Evaluation:
 - a) Review potential water supply options including raw and/or treated water from the City of Wichita, the City of El Dorado, new water rights, CCUA, reusing treated wastewater effluent for industrial process water supply, and a combination of these options. Determine the amount of water each PWSS or new water rights can supply.
 - b) Review other options for future connections including selling of raw or treated water and potential benefits of cross connections with other systems.
 - c) Review anticipated water quality for each water supply alternative using available information from nearby wells or publications on the local aquifer.
 - d) Provide recommendations on water quality testing, hydrogeological investigations, or other information gathering required for evaluation of the identified options.
4. Wastewater Treatment and Disposal Options Evaluation:
 - a) Review anticipated water quality for each of the new industrial customers as well as the CLIENTS's domestic wastewater and determine design criteria for the treatment options.
 - b) Determine options for wastewater effluent including reuse and discharging to a receiving stream. Coordinate with KDHE as required to determine receiving stream discharge requirements.
 - c) Evaluate the effect of potential WWTP discharge quantities on flood profiles of up to two existing water bodies.
 - d) Determine any permitting and regulatory requirements and limitations for discharging to the identified receiving streams.
 - e) Review previously prepared report of existing CCUA water and wastewater treatment facilities and identify required improvements for condition and capacity.
 - f) Review option to discharge wastewater to the City of Wichita sanitary sewer system.

5. Report Preparation:
 - a) Prepare a draft report summarizing the project background information and options evaluation. Submit the draft report for the CLIENT's review.
 - b) Attend up to two review meetings to obtain the CLIENT's input and incorporate comments to prepare the final report.
 - c) Submit the final report to the CLIENT and present the findings at one City Council workshop or meeting.

E. Additional Responsibilities of CLIENT:

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

1. Provide information requested by PEC in a timely manner.
2. Attend any meetings with PEC as required throughout the PROJECT.
3. Review documents and provide comments and input.
4. Provide and coordinate access as required for project needs.
5. Coordinate communications and meetings with the industrial users.

F. Additional Services:

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

1. Preliminary Engineering Reports.
2. Field surveys.
3. Funding assistance.
4. Permitting through KDHE, DWR, or other applicable agencies.
5. Geotechnical or hydrogeological investigations.
6. Preparation of construction plans, specifications, or Engineer's Opinion of Probable Costs.
7. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
8. Platting and/or Zoning change processes.
9. Easement abandonments, dedications, and staking.
10. On-site construction observation services.
11. Construction staking and materials testing.
12. Construction Administrative Services.
13. Construction observation/inspection and testing.
14. Review or analysis of the current water rate structure for Bel Aire customers.
15. Detailed reviews or evaluations of water and sewer system infrastructure.
16. Collection or analysis of water samples.
17. Meetings in excess of those noted in the scope.
18. Future phases of study and design, as noted in Exhibit B.

G. Exclusions:

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

1. Environmental assessments/clearances.
2. Design services.
3. Any filing or permit fees. All fees shall be paid directly to the regulatory agency/entity by the CLIENT.
4. Vacuum excavation of utilities.
5. Offsite removal of spoils.
6. Handling of contaminated soils
7. Land acquisition.

EXHIBIT B

A. Phase 2: Preferred Options Assessment:

1. Phase 2 work will include a study to evaluate each viable option identified in Phase 1 in greater detail. This work will include establishing for each option: infrastructure improvements needed, estimated capital and annual operational costs established as permitting requirements, and other factors as identified by the stakeholders. The deliverable from Phase 2 will be a report, with the outcome of Phase 2 to determine which water supply, water treatment, and wastewater treatment/disposal options will be pursued for design.

B. Phase 3: Siting Study and Conceptual Design:

1. Phase 3 work will include a siting study and concept design to evaluate specific properties for the location of any identified water or wastewater treatment facilities. The siting study will include review of zoning and setback requirements, preliminary site layout, proximity to water and sewer system connections, site utility availability (gas, electric), and concept treatment process elements. The deliverable from Phase 3 will be detailing each site and the total estimated cost for each project including property acquisition, easements, design and construction.

C. Phase 4: Preliminary Engineering Report (PER):

1. Phase 4 work will include development of a Preliminary Engineering Report (PER), prepared to meet current state and federal state revolving fund (SRF) requirements. The PER will include discussions of current conditions, projected water and wastewater needs, and details of the proposed improvements. The PER is the first step in achieving buy-in from the Kansas Department of Health and Environment and a document that is required to complete the application for the SRF program funding.

2023 RATE SCHEDULE A**



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$220
Senior Project Manager	\$200
Project Manager	\$180
Senior Engineer.....	\$175
Project Engineer.....	\$155
Senior Landscape Architect	\$165
Landscape Architect.....	\$115
Land Use Planner.....	\$140
Design Engineer.....	\$125
Senior Technician	\$140
Design Technician	\$105
Senior Commissioning Agent	\$140
Commissioning Agent.....	\$115
GIS Specialist	\$140
GIS Analyst.....	\$110
Project Assistant	\$90
Senior Field Project Manager	\$160
Field Project Manager.....	\$145
Senior Inspector	\$150
Inspector	\$120
Senior Field Technician	\$100
Field Technician	\$80
Driller.....	\$105
Land Surveyor.....	\$130
Party Chief.....	\$110
Survey Technician	\$90

*Premium time for all non-salaried personnel or as noted in the contract 1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment	\$50/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	IRS Rate/Mile
Truck Mileage	\$0.70/Mile
ATV.....	\$20/Hour
GPS	\$50/Hour
3D Laser Scanner	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use	\$75/Hour
Car Rental and Fuel.....	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail... ..	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compression Tests of Cylinders	\$12/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

**The rates shown above are effective for services through December 31, 2023 and are subject to revision thereafter.