



## STAFF REPORT

DATE: February 27, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 53<sup>rd</sup> Street, Oliver to Woodlawn Construction Inspection Bids

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### BACKGROUND:

The City has been working on the reconstruction of 53<sup>rd</sup> 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 27<sup>th</sup>.

### 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. PEC's 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 perform 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 53<sup>rd</sup> 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.**

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

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

RECOMENDATION: 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 20<sup>th</sup> 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 | 53<sup>rd</sup> 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**  
Principi-l-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 will 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.com  
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

Ben M. Mabry, PE  
VP Municipal Transportation Engineering

# Proposed Personnel



**Ben Mabry, PE**  
Principal-in-Charge  
VP of Municipal Transportation

## Construction Administration

**Tim Aziere, PE, PTOE**  
Traffic Engineer

**Shavon Morgan \***  
Project Coordinator

## Inspection

**Matt Haug, PE, PTOE**  
VP of Construction Inspection

**Clinton Rogers**  
Municipal Inspection  
Team Lead

**Levoi Easterwood \***  
**Chris Opyr \***  
**Caleb Kile \***  
**Daniel Willson \***

**Randy Pepowski, AET**  
Transportation Inspection  
Team Lead

**Kirk Kinzle \***  
**William Welden, SET \***  
**Cash Cramer \***

\* Resumes available upon request

# 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	Cert. No.	INSPECTION										ACI						QCA		QCS
		BI	API	CPI	STR	CSW	TCI	DSI	PDI	AGF	AGL	HCP	CF	PO	SF	SOF	NUC	ASPHALT	CONCRETE	
William P. Welden	860	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
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

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



## PEC Select Project Experience for Inspection and/or Construction Administration

- 87 N-0650-01 5<sup>th</sup> Street (85<sup>th</sup> 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 3<sup>rd</sup>; 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, 13<sup>th</sup> to 6<sup>th</sup>; 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 53<sup>rd</sup> 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 provided 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 oversight, 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.



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$230
Senior Project Manager .....	\$210
Project Manager .....	\$190
Senior Engineer .....	\$185
Project Engineer .....	\$160
Senior Landscape Architect.....	\$175
Landscape Architect .....	\$125
Senior Planner .....	\$170
Planner.....	\$150
Design Engineer .....	\$130
Senior Technician .....	\$145
Design Technician.....	\$110
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
*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, 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 – 53<sup>rd</sup> 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.

By: \_\_\_\_\_, Signatory

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ACCEPTED:

THE CITY OF BEL AIRE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## EXHIBIT A

### A. **Project Description**

The Bel Aire 53<sup>rd</sup> 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:**

<b>Discipline</b>	<b>Subtotal</b>
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\*\*\*\***

## EXHIBIT B

### A. **Project Description:**

The Bel Aire 53<sup>rd</sup> St. Oliver to Woodlawn (Project) shall consist of the reconstruction of 53<sup>rd</sup> 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

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:**

1. 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.

<b>Discipline</b>	<b>Subtotal</b>
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\*\*\*\***

**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
<b>Field Services:</b>		<b>Technician:</b>				
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
						\$ -
						\$ -
						\$ -
<b>Subtotal</b>						<b>\$ 10,340.00</b>
<b>Laboratory Services:</b>		<b>Method:</b>				
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
						\$ -
<b>Subtotal</b>						<b>\$ 6,400.00</b>
<b>Equipment/Miscellaneous:</b>						
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
						\$ -
						\$ -
<b>Subtotal</b>						<b>\$ 2,176.40</b>
<b>Review/Management:</b>						
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
<b>Subtotal</b>						<b>\$ 5,865.00</b>

**<sup>1</sup> Total Estimated Fee: \$ 24,781.40**

<sup>1</sup>This 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

<b><u>TITLE</u></b>	<b><u>HOURLY RATE*</u></b>
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

<b><u>REIMBURSABLES</u></b>	<b><u>RATE</u></b>
#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



**REIMBURSABLES**

**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

<b><u>REIMBURSABLES</u></b>	<b><u>RATE</u></b>
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

<b><u>REIMBURSABLES</u></b>	<b><u>RATE</u></b>
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%

<b><u>REIMBURSABLES</u></b>	<b><u>RATE</u></b>
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

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

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.

PROJECT INFORMATION SHEET

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: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

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Name: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

SUBCONTRACTOR INFORMATION

Earthwork: \_\_\_\_\_ Contact: \_\_\_\_\_

Foundations/Concrete: \_\_\_\_\_ Contact: \_\_\_\_\_

Masonry: \_\_\_\_\_ Contact: \_\_\_\_\_

Steel Erector: \_\_\_\_\_ Contact: \_\_\_\_\_



**53<sup>rd</sup> Street:**  
**Woodlawn to Oliver Street Reconstruction**  
**Construction Engineering Services**



February 27, 2024

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

## Re: 53<sup>rd</sup> 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 53<sup>rd</sup> 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.



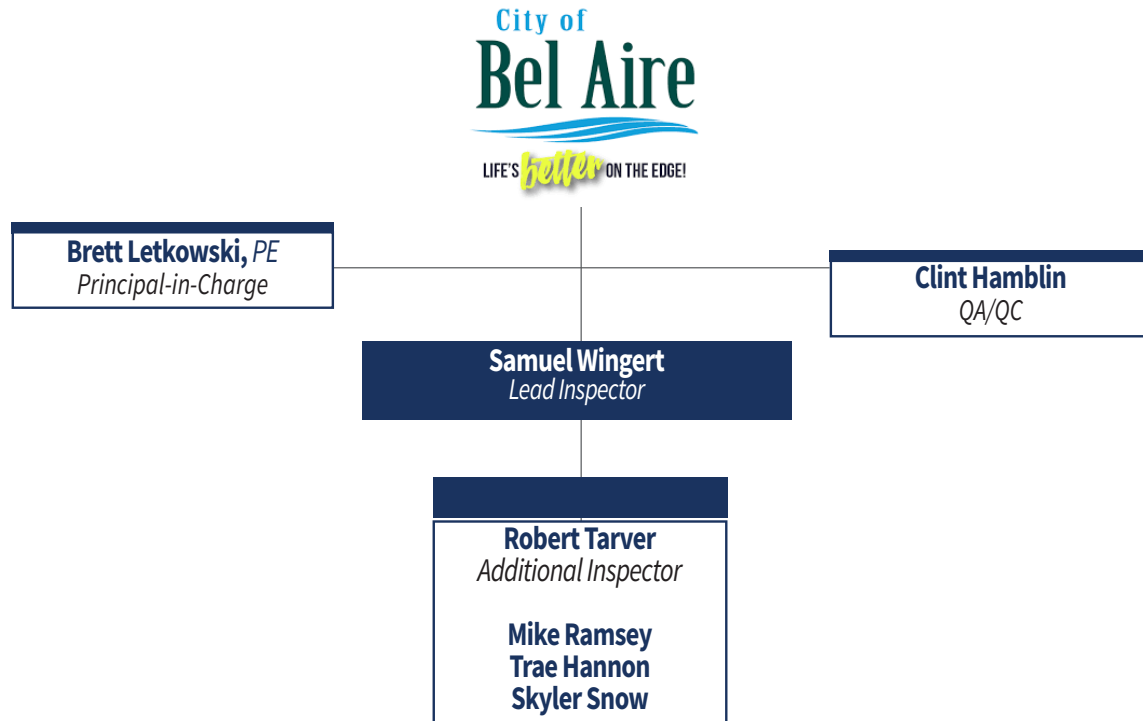
**Technology:** Several years ago, TranSystems made an investment into the construction inspection software called Headlight. This software allows our inspectors to document their daily diaries, the contractor and subcontractor's work each day, take photos to assist in documentation. All of this is performed 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.

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

CERTIFICATION EXPIRATION DATE



## 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

KDOT Certified: 2402

### Years of Experience

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**

B.S., Technology Management  
A.S., Civil Engineering

**Certifications**

KDOT Certified: 2402

**Years of Experience**

20

**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**

B.S., Civil Engineering

**Registrations**

Professional Engineer: KS, OK, CO

**Years of Experience**

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 61<sup>st</sup> 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**

B.S., Mechanical Engineering

**Certifications**

KDOT Certified: 3354

**Years of Experience**

24

## 159<sup>th</sup> 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 159<sup>th</sup> 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.

## 61<sup>st</sup> 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 61<sup>st</sup> Street and Broadway as well as the reconstruction along 61<sup>st</sup> 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 120<sup>th</sup> 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 120<sup>th</sup> 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 120<sup>th</sup> 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 120<sup>th</sup> Street. In addition, 120<sup>th</sup> 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 120<sup>th</sup> 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 & 150<sup>th</sup> 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](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)

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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 53<sup>rd</sup> 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



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[\[instagram.com\]](https://www.instagram.com)



[\[youtube.com\]](https://www.youtube.com)



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**From:** Brett Letkowski <[baletkowski@transystems.com](mailto:baletkowski@transystems.com)>  
**Sent:** Tuesday, February 27, 2024 1:05 PM  
**To:** Anne Stephens <[AStephens@belaireks.gov](mailto:AStephens@belaireks.gov)>  
**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: [316-619-5240](tel:316-619-5240) | d: 316-303-3011 | o: 316-303-3000

**TranSystems**

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

[www.transystems.com](http://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:

**WE KNOW 53RD STREET**

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

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, 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 53<sup>rd</sup> 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 in-depth 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](mailto: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 Appia 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 53<sup>rd</sup> 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 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 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.

### **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.

#### **DIGITAL CONSTRUCTION RECORD KEEPING**

By 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.

### **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.

### **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 53<sup>rd</sup> Street project. Jim prides himself in detailed documentation and will provide that documentation in support of the city for any issues that might arise.





## **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 post-meeting 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".

### **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.

## **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 53<sup>rd</sup> 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

Consultant Firm Name WSP USA  
 Local Project # N. 53rd Street from Oliver to Woodlawn  
 Work Estimate # 1 County

Agreement #   
 Contract #   
 Project Location Bel Aire

**\*SCOPE OF SERVICES** (attach supplemental information): **See attached proposal and scope of services for inspection of 53rd Street Reconstruction**

**ESTIMATED COSTS TO COMPLETE SERVICES** (Consultant prepares):  
 Labor Rate Factor = 2.328

*Position/Name of Employee	KDOT CIT Inspector Number	*Base Rate	Loaded Fixed Rate	X Hours Estimate	= Labor Subtotal
Inspector - Jim Duling (ST)	2339	38.48	89.59	1304	116,825.34
Inspector - Jim Duling (OT)	2339	57.72	134.38	620	83,318.68
Inspector - Inspector #2 (ST)	6472	25.01	58.23	186	10,830.56
Inspector - Inspector #2 (OT)	6472	37.52	87.34	93	8,122.92
Manager - Dustin Zenger	6211	66.96	155.90	260	40,533.41
Admin - Alyssa Holmsley		42.51	98.97	34	3,365.07
					-
					-
					-
					-

All Labor Subtotal = 262,995.99  
 + Other Actual Direct Costs Subtotal = 14,180.33  
**Total/Upper Limit of Compensation = 277,176.32**

**\*Actual Direct Costs (Itemized):**

\*\* (see attached fee estimate for breakdown)

Estimated Max Mileage Cost	10,297.58
Estimated Max Meal Cost	1,488.00
Estimated Max Lodging Cost	2,394.75
Tolls	-
Subtotal =	14,180.33

\*Note: Fees are estimated based upon preliminary engineering estimates, and plan documents. Only actual hours and fees expended will be charged to the project.

\*Note: Meal and lodging expenses based on KDOT rates, and only charged for out of town inspection support.

**Consultant Representative**  
 (furnishing estimate)

By:  Date: 2/13/2024

Name: Ed Tatem, District Construction Manager  
 (Printed)

**City of Bel Aire Authorized Representative**  
 (Approving Work Order, Estimate & Upper Limit)

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

Name: \_\_\_\_\_  
 (Printed)

**TIME & MATERIALS BUDGET ESTIMATE**  
**53 Street Bel Aire KS.**

Services	Unit	Qty	Unit Price	Extension
<b>1. Fill Placement</b>				
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
			<b>Subtotal:</b>	<b><u>\$8,437.50</u></b>
<b>2. Site Asphalt and Concrete</b>				
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
			<b>Subtotal:</b>	<b><u>\$14,460.00</u></b>
<b>3. Travel</b>				
Vehicle	Per Mile	300	\$0.670	\$201.00
			<b>Subtotal:</b>	<b><u>\$201.00</u></b>
<b>4. Professional Staff</b>				
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
			<b>Subtotal:</b>	<b><u>\$3,965.00</u></b>
<b>TOTAL TIME &amp; MATERIALS ESTIMATE</b>				<b><u><u>\$27,063.50</u></u></b>