

First Published in the Wichita Eagle on November 24, 2007

RESOLUTION NO. 07-654

A RESOLUTION AMENDING RESOLUTION NO. R-05-299 OF THE CITY OF WICHITA, KANSAS AUTHORIZING A PROJECT TO CONDUCT A DESIGN STUDY OF THE POSSIBLE CONSOLIDATION OF FIELD OPERATIONS OF PUBLIC WORKS, PARKS AND WATER AND SEWER DEPARTMENTS AT THE CITY'S EXISTING CENTRAL MAINTENANCE FACILITY AT 1801 S. MCLEAN BOULEVARD, AUTHORIZING ADDITIONAL DESIGN WORK FOR A NEW ENGINEERING BUILDING AT SUCH LOCATION AND FACILITY MODIFICATIONS AND CONSTRUCTION AS SUPPORTED BY THE DESIGN STUDIES, AUTHORIZING THE ACQUISITION OF LAND FOR CAMPUS EXPANSION AND INSTALLATION OF HVAC IMPROVEMENTS FOR THE FLEET AREAS, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO PAY ALL OR A PORTION OF THE COSTS THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: Section 1 of Resolution No. 05-299 of the City of Wichita, Kansas is amended to read as follows:

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Conduct a design study of the Central Maintenance facility at 1801 South McLean Boulevard to consider the possibility of combining the field operations of the Public Works, Parks and Recreation and Water Utility Departments at that location, and additional design work for a new engineering building at that location, as well as facility modifications and construction supported by such design studies; acquire additional land for campus expansion and install HVAC improvements in the fleet areas.

SECTION 2: Section 2 of Resolution No. 05-299 of the City of Wichita, Kansas is amended to read as follows:

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost of said improvements is estimated not to exceed \$4,400,000 exclusive of the costs of interest on borrowed money.

SECTION 3: The prior versions of Sections 1 and 2 of Resolution 05-299 of the City of Wichita, Kansas are hereby rescinded and replaced by the foregoing amended sections.

SECTION 4: That this resolution shall take effect and be in force from and after its passage

and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 20th day of November, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

AMENDMENT NUMBER ONE

THIS AMENDMENT, Made the _____ day of _____ 2007,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as
“OWNER”

AND

SCHAEFER JOHNSON COX FREY
& ASSOCIATES, P.A., hereinafter
referred to as
“ARCHITECT”

WHEREAS, the parties have heretofore, on the 15th day of November, 2005, entered into a Contract; and

WHEREAS, the parties wish to modify the “SCOPE OF SERVICES” in connection with the proposed construction project of the City of Wichita’s Public Works, Central Maintenance Facility (CMF) which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated November 15, 2005 shall be amended to change the Basic Services (EXHIBIT “A”) to be performed by the ARCHITECT as follows:

The ARCHITECT will provide architectural, structural, mechanical/plumbing, and electrical engineering professional services for the remodeling of the City of Wichita’s Public Works, Central Maintenance Facility (CMF), Fleet Maintenance areas and add a new stand alone Engineering Building of approximately 9,100 square feet. The ARCHITECT will consult with the OWNER and prepare the detailed construction drawings and specifications after full consideration has been given to the Conceptual Study, Schematic and Design Development Phases, sketches and estimates. The drawings and specifications will also identify work to be done by the OWNER using their employees or other contracted entities. The documents will be sufficient for bidding and construction by a General Contractor under a single contract.

The ARCHITECT will obtain approvals of State or other agencies as necessary to the drawings and specifications.

Federal and state laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1073, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Wichita and all organizations or firms contracting with the City of Wichita, except those providing tangible goods, comply with ADA/504 accessibility requirements. I understand that reasonable accommodation is required in both program services

and employment, except where to do so would cause an undue hardship or burden. I also agree that all new construction, alterations, or additions to City of Wichita buildings or facilities, performed by my organization or its subcontractors, must comply with all city, state, and federal laws, including related building guidelines/codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

The ARCHITECT will prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical/plumbing, electrical, service connected equipment, and site work, and contract documents satisfactory to the OWNER for the effective coordination and efficient execution of the proposed construction projects.

The ARCHITECT will use the OWNER'S Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been approved by the City of Wichita, Law Department, when American Institute of Architects (AIA) form documents are used in connection with the City's bid and specification documents.

The ARCHITECT will furnish a formal written estimate of the probable cost of constructing the Project according to the completed drawings and specifications as approved by the OWNER.

The ARCHITECT will conduct the necessary code analysis, consult with governing authorities having jurisdiction over the Project, and incorporate their requirements into the construction documents for the Project.

Reproduction of the completed plans and specifications for use in bidding will be the responsibility of the OWNER and the OWNER will pay for all reproduction and associated costs directly.

The ARCHITECT will review bidding documents for completeness and coordination before release for bids. The OWNER will issue bidding documents to the bidders.

The ARCHITECT will provide guidance to the OWNER and to prospective bidders, write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.

The ARCHITECT will furnish a formal written estimate of probable construction costs to the OWNER'S Project Manager two days before the bid opening. ARCHITECT will also provide bid tabulation sheet(s) to the OWNER'S Project Manager for use in receiving bids two days before the bid opening.

During the Construction Phase, the ARCHITECT will be responsible for providing periodic monitoring of the construction in accordance with professional standards. In addition, the ARCHITECT will condemn work, which fails to conform to the Contract Documents, prepare certificates of payments due the contractor, provide consultation and advice to the OWNER and

contractor during construction, issue necessary interpretations and clarifications of the Contract Documents, and review shop drawings for conformation with the bid documents.

The ARCHITECT will not be responsible for the contractor(s) scheduling, means or methods of construction or be responsible for the safety of the site and/or workplace.

II. The Contract between the parties dated November 15, 2005 shall be amended to change the PAYMENTS. The OWNER agrees to pay the ARCHITECT for services rendered under this Amendment Number One, a total fee established as follows:

For the remodeling of the City of Wichita's Public Works, Central Maintenance Facility (CMF) Fleet Maintenance areas, adding a new stand alone Engineering Building of approximately 9,100 square feet, the Bid and Specification Documents, Bidding and Construction Phase and other related items including those items identified in Paragraph I above a single stipulated lump sum fee including reimbursable expenses as follows:

Fleet Maintenance Division	\$192,000.00
New Engineering Building	\$140,000.00
Total	\$332,000.00

This fee shall constitute complete compensation for the services. (See attached proposals a copy of which is attached hereto and which is incorporated herein by reference.)

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

For work performed by the ARCHITECT that is outside the SCOPE OF SERVICES as described above whether performed in the office or the site will be billed at the following hourly rates with a not to exceed amount of two thousand five hundred dollars (\$3,000.00):

Project Manager	Joseph A. Johnson, AIA	\$70.00
Project Architect	Edward M. Koser, AIA	\$70.00
Architectural Intern	As Assigned	\$40.00

III. All other provisions of the November 15, 2005, Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

by _____
Carl Brewer, Mayor

Attest:

SCHAEFER JOHNSON COX FREY
& ASSOCIATES, P.A.

Karen Sublett, City Clerk

by _____
Joseph A. Johnson, AIA
Senior Vice President

City Seal:

Approved as to form:

Gary E. Rebenstorf
Director of Law



2 October 2007

Norman Jakovac, Special Projects Coordinator
Building Services Division
Public Works Department
455 North Main - 8th Floor
Wichita, Kansas 67202

Reference: City of Wichita
Central Maintenance Facility
Engineering Building
Wichita, Kansas

Dear Norman:

We propose to perform all architectural, structural, mechanical and electrical professional services for adding a new Engineering Building of approximately 9,100 square feet in size at the Central Maintenance Facility site for the following sum:

Fee

\$2,000,000 @ 7.0% = \$140,000

SD 20% of 140,000 = 28,000

DD 20% of 140,000 = 28,000

CD 35% of 140,000 = 49,000

S/N 5% of 140,000 = 7,000

CO 20% of 140,000 = 28,000

Total \$140,000

Our fee also includes programming of the new facility with the Engineering Department.

Please call me if you have any questions.

Sincerely,

Edward M. Koser AIA
Vice President

Edward M. Koser
255 N. Dearborn -
Suite 1000, Kansas
City, KS 64105

Ph: 316.684.9171
Fax: 316.234.8865
www.sjcf.com
edkoser@sjcf.com

Associates
James A. Johnson
Kurtis J. Lee
John R. Papp
Richard H. Miller
Edward M. Koser
Richard R. Pridely
Bruce D. Plattner
John W. Higgins
Gordon T. Davis



SCHAFFNER JOHNSON COX FREY ARCHITECTURE



27 September 2007

Ed Martin, Building Services Manager
Building Services Division
Public Works Department
455 North Main - 8th Floor
Wichita, Kansas 67202

Reference: City of Wichita
Central Maintenance Facility
Fleet Maintenance Department Remodel
Wichita, Kansas

Dear Ed:

We propose to perform all architectural, structural, mechanical and electrical professional services for remodeling of the Fleet Maintenance Department at the Central Maintenance Facility for the following sum:

Fee

\$2,400,000 @ 8% = \$192,000

SD	20% of 150,000 =	38,400
DD	20% of 150,000 =	38,400
CD	35% of 150,000 =	67,200
B/N	5% of 150,000 =	7,500
CO	20% of 150,000 =	38,400

Total \$192,000

Our fee also includes programming of the remodel work with the Fleet Maintenance Department.

Please call me if you have any questions.

Sincerely,

Edward M. Koser AIA
Vice President

Hubalter Johnson GDX Frey
387 N. Goodnow
Wichita, Kansas
67202-2117

PH: 316-531-0100
FAX: 316-634-4218
www.hjgf.com
edkoser@hjgf.com

Associates
Joseph Johnson
Kurtis L. Frey
J. Samuel Frey
Kermit L. Miller
Edward M. Koser
Bruce E. Goff
Scott Sanford
Terry L. Wiggin
Dwight E. Smith



HUBALTER JOHNSON GDX FREY ARCHITECTURE