

DR 71-34 - JOINT USE PROJECT -  
CANAL ROUTE/I-35W

ACTION

DATE

COMMITTEE \_\_\_\_\_

M.A.P.C. \_\_\_\_\_

B.C.C./B. CO. C. \_\_\_\_\_

For current correspondence:

See Jon Coleman

(Open Space Corridor/ Canal Route)

Project No.: 35W-87 I-35W-1 (119) 46  
35W-87 I-35W-1 (58) 48  
Sedgwick County  
(City of Wichita)

CONSULTANT: Professional Engineering Consultants

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made and entered into this 3rd day of May, 1972, by and between the WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING DEPARTMENT, hereinafter referred to as the Planning Commission, the STATE HIGHWAY COMMISSION OF KANSAS, hereinafter referred to as the State and PROFESSIONAL ENGINEERING CONSULTANTS, with offices at 1440 East English, Wichita, Kansas 67211, hereinafter referred to as the Consultant.

WITNESSETH:

That said Planning Commission has submitted an official request for the following improvement on the Interstate system described as follows:

Project: 35W-87 I-35W-1 (119) From K-15 north to 25th Street in the City of Wichita.  
Net Length of Project: 6.6 miles

That the State desires to further improve a segment included within the limits of the above described project and designated as Project 35W-87 I-35W-1 (58), from near English Street north to near 17th Street. Net length of project 2.3 miles.

That said Planning Commission desires Federal participation in the cost of the preliminary studies, engineering, and plan preparation.

That the State is authorized by law to secure engineering services, to make engineering studies and to take such steps as may be necessary to fully participate in the benefits to be secured from the available Federal Funds or other funds which may be made available for the improvement of the National System of Interstate and Defense Highways.

That the engineering forces of the State and Planning Commission will be unable to handle all work involved within the desired completion date.

That the State and Planning Commission desire to engage the services of the Consultant including, but not necessarily limited to, the following:

SCOPE OF SERVICES

PHASE I - DESIGN CONCEPT DEVELOPMENT

1. Review existing information
2. Collection of basic data and field surveys
3. Site analysis
4. Develop design criteria
5. Present design concept
6. Prepare and submit design concept report.

PHASE II - PRELIMINARY PLAN DEVELOPMENT

1. Preliminary design and engineering
2. Preliminary cost estimates
3. Present preliminary design
4. Prepare and submit design report

PHASE III - FINAL ENGINEERING PLANS

1. Engineering plans and specifications
2. Landscape architecture plans and specifications
3. Final cost estimates

(See Consultant's proposal dated 1-4-72 and revised sheet #5 thereof dated 1-10-72, attached hereto as Appendix "X" for a more detailed description of the scope of services.)

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the participating agencies and parties hereto agree as follows:

ARTICLE I

THE STATE AGREES:

1. To request Federal Highway Administration approval for the necessary studies, surveys, plans, specifications, and estimates for the improvement hereinbefore referred to, and upon approval of the Federal Highway Administration for the expenditure of Federal funds thereon, to notify the Consultant and Planning Commission in writing that work on Phase I may proceed. At appropriate time, State will issue separate authority to proceed on Phase II and Phase III.
2. To furnish the Consultant with such items as are marked on Exhibit "B" attached hereto and made a part hereof.
3. That the Planning Commission is hereby authorized to supervise the Consultant's services required for Project 35W-87 I-35W-1 (119).
4. To render the normal cooperation and assistance during the studies and plan preparation for Project 35W-87 I-35W-1 (119).
5. To provide supervision for the Consultant's services required for Project 35W-87 I-35W-1 (58).
6. Upon receipt of proper billing, supported by a progress schedule acceptable to the State, to make payments to the Consultant in accordance with pay provisions set out in Article IV, at intervals not less than one calendar month. Any partial payment shall not exceed 95% of total fees earned, less total partial payments previously made.
7. That when the reports, plans, specifications, and estimates covered by this agreement have been prepared by the Consultant and meet with approval of the Planning Commission and the State, the State will, within a reasonable time, submit them to the Federal Highway Administration for approval.
8. That it will, after receiving Federal Highway Administration approval, and contingent upon availability of funds, contract the work covered by the plans within the right of way for I-35W.

ARTICLE II

THE CONSULTANT AGREES:

1. To perform the various technical and professional services outlined in "Scope of Work", Phase I, Phase II, and Phase III, as may be required to obtain the Planning Commission, State and Federal Highway Administration approvals.

To prepare detailed plans and construction drawings in accordance with the design criteria recommended by the AASHO for highways and structures equivalent to the class of highway covered by the Project or to such design criteria as may be approved by the State and Planning Commission.

To prepare revised plans, as requested by representatives of the State and Planning Commission made necessary by errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project, or that such revised plans may be made at the Consultant's expense.

2. (a) That the work for Phase I of the Project shall be prepared for such parts or sections of the Project and in such order of completion as designated by the State and Planning Commission in writing.

(b) To complete the work covered by Phase I of this Agreement within 90 calendar days after Notice to Proceed, exclusive of reviews or other delays beyond the control of the Consultant.

3. (a) That he will not commence work on Phase II until so authorized by the State and Planning Commission in writing.

(b) That the work for Phase II of the Project shall be prepared for such parts or sections of the Project and in such order of completion as designated by the State and Planning Commission in writing.

(c) To complete the work covered by Phase II of this Agreement within 240 calendar days after Notice to Proceed on Phase II, exclusive of reviews or other delays beyond the control of the Consultant.

(d) That the time to complete Phase III shall be determined by Phase III negotiations.

4. To furnish the State with complete plans for the Project, together with a suitable copy of final design and quantity computations, all of which shall become the property of the State. Drawings on tracing cloth or other approved drafting material from which good legible prints and reproducible prints can be obtained will be acceptable.

5. To prepare and furnish supplemental specifications covering all special fabrications or construction features not covered by the standard specifications of the State Highway Commission.

6. To check all shop drawings and drawings for falsework as may be required on the Project.

7. That should the need arise during the course of construction of the Project to be available for advice and consultation with reference to errors, omissions, or interpretation of the plans.

8. To accept compensation for the work herein described in such amounts and at such periods as heretofore and/or hereinafter provided and that such compensation shall be complete and sufficient payment for all work performed, equipment or material used, and services rendered in connection with such work, and that all such work shall be performed in accordance with approved practices and the rules and regulations of the State and the Federal Highway Administration.

9. To comply with all Federal, State and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and non-discrimination clauses incorporated here as "Special Attachment".

10. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See Special Attachment No. 2)

11. To save the State and Planning Commission harmless from all damages to persons or property caused by him, his agents, employees, or sub-contractors, which may result from their operations in connection with the work and agrees to obtain such reasonable insurance coverage as may be required by the State and Planning Commission.

12. To prepare an acceptable schedule covering tasks under this Agreement and, at appropriate intervals, to report a comparison between the schedule and actual progress of the work, including the number of calendar days expended.

13. The records and books of the Consultant pertaining to work covered by this Agreement shall be available to representatives of the State, the Planning Commission and the Federal Highway Administration for audit for a period of three years after date of final payment under this Agreement.

14. All parties to this Agreement hereby acknowledge they have notice of K.S.A. 1970 Supp. 46-901 et seq., and all provisions relating to governmental immunity contained therein.

ARTICLE III

THE PLANNING COMMISSION AGREES:

1. To provide supervision for the Consultant's services required for Project 35W-87 I-35W-1 (119).
2. That the State is hereby authorized to take all necessary steps incidental to approval of plans and reports by the Federal Highway Administration.
3. That the State is hereby authorized to provide supervision for Consultant's services required for Project 35W-87 I-35W-1 (58).
4. To contract the work covered by the plans that is outside of the right of way for I-35W, contingent upon availability of funds.
5. To assume full responsibility for any obligations which it may incur incidental to review and approval and to the preparation of reports, surveys, plans and estimates for said improvement, irrespective of whether said reports, specifications, and estimates are approved or not approved by the Federal Highway Administration.
6. To reimburse the State in an amount to be determined by Phase III negotiations.

ARTICLE IV

**PAYMENT PROVISIONS:** The parties hereto mutually agree that:

Fee payments to the Consultant for performance of services covered under this Agreement shall be as follows:

PHASE I - Design Concept Development

Compensation for Phase I shall be based on Consultant's actual cost plus a fixed amount to cover profit only, as set out under Section 4.d.(3) and other applicable sections of Federal Highway Administration PPM 40-6 dated August 23, 1965.

- (a) Partial payments for Phase I may be made as set out in Article I, Section 6, of this Agreement.
- (b) The fixed amount for profit in Phase I shall not exceed \$4,996.99 with the total compensation for Phase I not to exceed \$29,981.95.
- (c) Final payment for Phase I may be made 30 days after final approval of the Design Concepts Report by the contracting parties and the Federal Highway Administration.

PHASE II - Preliminary Plan Development

Compensation for Phase II shall be based on Consultant's actual cost plus a fixed amount to cover profit only, as set out under Section 4.d.(3) and other applicable sections of Federal Highway Administration PPM 40-6 dated August 23, 1965.

- (a) Partial payment of Phase II may be made as set out in Article I, Section 6, of the Agreement.

Payment Provisions continued:

(Phase II cont'd)

- (b) The fixed amount for profit in Phase II shall not exceed \$12,473.58 with the total compensation for Phase II not to exceed \$74,841.48.
- (c) Final payment for Phase II shall be made within 30 days after final approval of the Phase II activities and plans by the contracting parties and the Federal Highway Administration.

#### PHASE III - Final Plans

Compensation for Phase III shall be made upon a Lump Sum or other mutually-agreed basis to be negotiated after completion of Phase I and Phase II activities.

- (a) Partial payment of Phase III may be made as set out in Article I, Section 6, of the Agreement.
- (b) Final payment for Phase III for any project segment shall be made 90 days after the award of construction contracts for that project segment.
- (c) In the event that a construction contract has not been awarded for any project segment within six months from the date of approval of construction plans by the State and Planning Commission, final payment for that segment shall be due and payable as heretofore set forth.

ARTICLE V

THE PARTIES HERETO MUTUALLY AGREE:

1. That the services to be performed by the Consultant under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without consent of the State, the Planning Commission, and the Federal Highway Administration, except that the firm of Oblinger & Smith Corporation is approved for specialized services in planning and aesthetics and to collect and evaluate socio-economic and environmental data.

2. That the right is reserved by the State with the consent of the Planning Commission to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Consultant's disability or death, or because the services of the Consultant are unsatisfactory, or failure by the Consultant to prosecute the work with due diligence or to complete the work within the time limits specified in this Agreement; provided, however, that in any such case the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

3. Extra Work:

Authorization for Extra Work shall be evidenced by the State and Planning Commission in writing.

At the discretion of the State and Planning Commission, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions customarily practiced by the State in design procedure, may be classed as Extra Work. Extra Work will usually be of limited extent and may consist of, but is not necessarily limited to:

(a) the introduction of new items of work beyond the stated or implied scope of the agreement.

(b) redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans to the state of completion as obtained prior to order for change.

At the option of the State and Planning Commission, payment for Extra Work may be made on the basis of Agreed Specific Rates, set out in Exhibit "A" attached hereto, for the total under (a) above and for such work as is required under (b) to return the plans to the state of completion obtained prior to written notice of required change, or payment may be made on lump sum or other mutually-agreed basis.

That the Consultant's records pertaining to work covered by this provision shall be available at all reasonable times to representatives of the State, Planning Commission or the Federal Highway Administration.

4. That the Consultant, the State, or the Planning Commission may arrange for such conferences, visits to the site or inspections of the work as may be deemed necessary or desirable, and that plans in progress may be viewed in the Consultant's offices located at 1440 East English, Wichita, Kansas 67211

5. That an extension of time shall be granted the Consultant for delays recognized by the State and Planning Commission as unavoidable, provided such extension of time shall be requested by the Consultant in writing, stating reasons.

6. That specifications as mentioned in said Agreement shall be construed to mean the Standard Specifications of the State Highway Commission and any approved Supplemental Specifications applicable to said improvement.

7. If the Consultant desires to use "programmed" Electronic Data Processing and/or Photogrammetric techniques in design and plan preparation, said programs, techniques, and typical examples of the finished product shall be subject to prior approval by the State. All programs, manpower, machine time, and supplies necessary to the use of approved methods shall be furnished by the Consultant.

8. That reproducible final plans required under provisions of this Agreement shall not contain so called "stick-up" notes or other additives.

9. That all plans, drawings, and documents pertaining to the Project shall be prepared in accordance with State's standard practices and shall become the property of the State upon the completion thereof in accordance with the terms of this Agreement, without restrictions as to their further use.

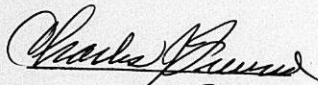
10. That actions of the Wichita-Sedgwick County Metropolitan Area Planning Commission under terms of this Agreement are performed with the knowledge and concurrence of the Board of Commissioners of the City of Wichita or their designated representatives.

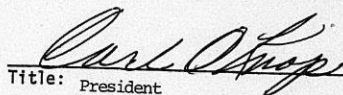
11. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the date and year first above written.

ATTEST:

PROFESSIONAL ENGINEERING CONSULTANTS

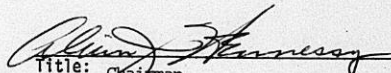
  
V. Pres

  
Title: President

ATTEST:

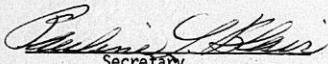
WICHITA-SEDGWICK COUNTY METROPOLITAN  
AREA PLANNING COMMISSION

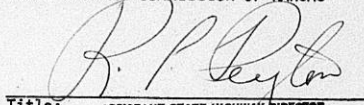
  
Secretary

  
Title: Chairman

ATTEST:

STATE HIGHWAY COMMISSION OF KANSAS

  
Secretary

  
Title: ASSISTANT STATE HIGHWAY DIRECTOR

PROPOSAL FOR  
ENGINEERING SERVICES

The proposal covers Engineering Services to be furnished to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Kansas State Highway Commission by Baxter, Knop, Hysom and Peugh P.A. dba Professional Engineering Consultants, 1440 East English, Wichita, Kansas in conjunction with proposed improvements for the Canal Route Open Space Corridor in Sedgwick County, Kansas.

The specific project covered by this proposal is designated 35W-87 I-35W-1(119) and is more fully described as the development of Design Criteria (Phase I), Preliminary Plans (Phase II) and Engineering Plans, Specifications and Cost Estimates (Phase III) for the proposed open space corridor improvements along Interstate Route 35W between the intersection with K-15 on the south to 25th Street North, Wichita, Kansas. It is understood that all Landscape Planning and Design within the access control fences for that part of the Canal Route designated as 35W-87 I-35W-1(33) located between English Street on the south will be done by others. It is further understood that the work covered by this proposal and the work to be performed by others between English and Stafford Streets will be coordinated by the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Kansas Highway Commission.

The detailed scope of the work covered by this proposal is divided into three (3) separate phases as outlined in the following paragraphs. The estimated man-hours shown for each task are based on our preliminary evaluation of the services required. The actual expenditure of time may therefore vary from that presented herein. No estimate of time or costs are presented for the tasks under Phase III as it is our understanding that the fee for this work will be negotiated after the specific requirements have been established by the work in Phase II.

PHASE I - DESIGN CONCEPT DEVELOPMENT

1. Review of Socio-Economic and Environmental Considerations
  - A. Relationship of land uses to the proposed development
  - B. Relationship to current NDP boundary and projects, planned or under construction.
  - C. Current and proposed Model Cities projects.
  - D. Relationship to existing parks
  - E. Relationship of the dual-use concepts as related to the location of proposed improvements.
  - F. Ecological impact

Est. Man-Hours - 314

2. Inventory and Collection of Basic Data
  - A. Utilities
    1. Sewer
    2. Water
    3. Gas
    4. Electrical
  - B. Topographic Data
    1. State Highway Plans
    2. Flood Control
    3. City Engineering Department
    4. Field Surveys
    5. Other

Est. Man-Hours - 472

3. Site Analysis
  - A. Drainage
  - B. Soil Conditions
  - C. Existing Structures
    1. Bridges
    2. Other
  - D. Safety
  - E. Maintenance
  - F. Identification of potential problem areas

Est. Man-Hours - 466

4. Development of Design Criteria
  - A. Identification of goals and objectives
  - B. Establish priorities
    1. Recommended construction phasing
  - C. Graphics and schematic illustrations
    1. Climatic considerations
      - a. Micro-climates
    2. Land-use relationships
    3. Trail markings
  - D. Lighting considerations
  - E. Grade relationships
  - F. Proposed bridge structures
  - G. Landscaping
  - H. Material specifications

Est. Man-Hours - 432

5. Presentation of Design Concept to Client
  - A. Confirm priorities and phasing
  - B. Establish construction budget

Est. Man-Hours - 144

6. Prepare and Submit Design Concept Report (50 copies) to Client
  - A. Approve Design Concept
  - B. Authorize preparation of preliminary plans
    1. Establish schedule

Est. Man-Hours - 224

Phase I Total Est. Man-Hours - 2052

PHASE II - PRELIMINARY PLAN DEVELOPMENT

1. Preliminary Design
  - A. Establish priorities on allocated budget basis
    1. Construction phasing
  - B. Delineation of major features
    1. Landscape plan
      - a. Irrigation relationships
      - b. Grades and grading plan
      - c. Proposed bridge structures
      - d. Other

C. Layout of recreational facilities

1. Walkways
2. Playground Equipment
3. Specific use areas
4. Related Structures
5. Shelters
6. Restroom facilities

D. Preparation of perspective renderings

1. Typical development
  - a. Passive area
  - b. Active play area
2. Typical relationship of improvements with existing park facilities
3. Proposed architectural structures
4. Proposed treatment of drainage canal.

Est. Man-Hours -2840

2. Preliminary Engineering

A. Typical proposed details and outline specifications

1. Grading
2. Drainage
3. Paving
  - a. Walkways
  - b. Paths
  - c. Play areas
  - d. Other
4. Structures
  - a. Bridges
  - b. Walls
  - c. Other
5. Utilities
  - a. Sewer
  - b. Water
    - (1) Potable
    - (2) Irrigation
  - c. Electrical
    - (1) Lighting

Est. Man-Hours -1060

3. Preliminary Cost Estimates

- A. Grading
- B. Drainage
- C. Paving
- D. Structures
- E. Utilities
  1. Sewer
  2. Water
  3. Electrical
- F. Landscaping
- G. Recreational equipment
- H. Signing and marking

Est. Man-Hours - 606

- 4. Presentation of Preliminary Design to Client
  - A. Design Details
  - B. Material specifications
  - C. Construction Sequence
  - D. Preliminary Cost estimate

Est. Man-Hours -294

- 5. Prepare and Submit Design Study Report
  - A. Authorize preparation of final engineering plans, specifications and cost estimates.

Est. Man-Hours -439

Phase II Total Est. Man-Hours - 5239

PHASE III - FINAL ENGINEERING PLANS

- 1. Engineering plans and specifications
  - A. Grading
  - B. Drainage
  - C. Paving
  - D. Structures
  - E. Utilities
    - 1. Sewer
    - 2. Water
      - (a) Potable
      - (b) Irrigation
    - 3. Electrical
      - (a) Distribution
      - (b) Lighting
- 2. Landscape Architecture Plans and Specifications
  - A. Planting plan
  - B. Park Features
    - 1. Comfort stations
    - 2. Street Furniture
    - 3. Trail markings and signing
    - 4. Handrails
    - 5. Other
  - C. Recreational equipment
    - 1. Layout
    - 2. Schedule
- 3. Final Cost Estimate

We propose to furnish the necessary Engineering Services to perform the work covered by the Scope of Services outlined above for the following costs plus fixed fees:

<u>Task</u>	<u>Costs</u>	<u>Fee</u>	<u>Total</u>
Phase I	\$24,984.96	\$ 4,996.99	\$29,981.95
Phase II	\$62,367.90	\$12,473.58	\$74,841.48
Phase III	(To Be Negotiated)		

For administrative and accounting purposes the following amounts can be assigned to the Landscaping on Project 35W-87 I-35W-1(58) which is that section between 17th Street and English Street:

<u>Item</u>	<u>Costs</u>	<u>Fixed Fee</u>	<u>Total</u>
Phase I	\$ 5,064.00	\$ 1,013.00	\$ 6,077.00
Phase II	\$12,624.00	\$ 2,525.00	\$15,149.00
Phase III	To be Negotiated.		

A summary of our estimate is included as an attachment hereto (Exhibit A) and presents the estimated cost and fee for Phases I and II.

Additional services beyond the scope of this proposal will be performed, when authorized by the Kansas State Highway Commission, in accordance with the hourly rates and unit costs presented in Exhibit B\* (attached).

This proposal anticipates the use of the firm of Oblinger-Smith Corporation, Planning Consultants, Wichita, Kansas to assist in providing the required services. The estimated time, costs and fees for Oblinger-Smith are also included in Exhibit A.\*

The overhead factor applied to all direct labor costs, is that currently prevailing for our firm and is itemized in Exhibit C.\* as is similar data for Oblinger-Smith Corporation.

Our proposal does not include any costs for aerial photography or the preparation of mylar transparencies of existing highway plans for use on this project. It was assumed that the KHC would prefer to utilize their own facilities for producing these items. Also, no time was assigned or costs included for the preparation of an environmental or Section 4(f) statement. It was our understanding that these requirements, if any, would be handled by others.

Respectfully Submitted  
PROFESSIONAL ENGINEERING CONSULTANTS

By *Carl O. King*

Title President

Date January 10, 1972

ATTEST:

By *Charles J. Freund*

Title Vice-President

Date January 10, 1972

\*(Note: referenced Exhibits are not attached as part of the agreement)

PROFESSIONAL ENGINEERING  
CONSULTANTS  
SPECIFIC RATES FOR AUTHORIZED ADDITIONAL WORK

LABOR

Principals	20.00/hr.
Project Engineer	17.00/hr.
Designers, Sr.	15.00/hr.
Designers, Jr.	12.50/hr.
Draftsman, Sr.	12.00/hr.
Draftsman, Jr.	9.00/hr.
Surveyor, Party Chief	12.50/hr.
Surveyor Aides	7.75/hr.
Clerical	7.75/hr.

PRINTING

Reproductions of drawings (B/L)	0.09/sq. ft.
Reproducibles:	
Paper (Sepia)	0.24/sq. ft.
Cloth or Mylar	2.00/sq. ft.

TRAVEL AND PER DIEM

Mileage	0.12/mile
Subsistence and Quarters	25.00/day

OBLINGER - SMITH CORPORATION

CONSULTANTS IN PLANNING, DESIGN AND DEVELOPMENT

SPECIFIC RATES FOR AUTHORIZED ADDITIONAL WORK

LABOR

Principals	\$21.70
Project Manager	21.70
Planners, Sr.	14.75
Draftsman	8.60
Production Chief	15.00
Steno & Clerical	8.00
Sr. Designer - I	20.08
Jr. Designer - II	17.73
Jr. Designer - I	15.56
Delineator	25.44
Specifications Technician	22.18

PRINTING

Reproductions of drawings (B/L)	0.09/sq. ft.
Reproducibles:	
Paper (Sepia)	0.35/sq. ft.
Cloth or Mylar	2.00/sq. ft.

TRAVEL AND PER DIEM

Mileage	0.12/mile
Subsistence and Quarters	25.00/day

Exhibit "B"

Project No. 35W-87 I-35W-1 (119)46  
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As may be necessary and applicable to the preparation of plans for this Project, the Commission agrees to furnish to the Consultant such of the following items as are readily available to the Commission and as listed below:

Item	Yes No	Remarks
1. Complete Field Survey Notes	No	
2. Subsurface & geologic data & reports	Yes	
3. Reconnaissance maps	as available	
4. Spot contour maps	No	
5. Preliminary Studies	No	
6. Traffic data	Yes	
7. Standard Specifications	Yes	
8. Plans Manual	Yes	to be returned
9. Survey Manual	Yes	to be returned
10. Blueprints of Standards & adjacent plans	Yes	
11. Prints of air photos on file only	Yes	
12. Special photos ordered by Consultant	No	
13. Reproducible Standard Sheets	Yes	at actual cost
14. RR strip maps	No	
<del>15. Use of aerial negatives</del>		
16.		

SPECIAL ATTACHMENT

STATE HIGHWAY COMMISSION OF KANSAS

Special Attachment

To Contracts or Agreements Entered Into  
By the State Highway Commission of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

NOTIFICATION

The State Highway Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (Title 49 C.F.R., Part 21) issued pursuant to such Act, hereby notifies all contracting parties that it will affirmatively insure that contracts involving use of Federal Funds will be implemented without discrimination on the ground of race, color, or national origin, as more specifically set out in the following six "Nondiscrimination Clauses".

CLARIFICATION

Where the term "contractor" appears in the following six "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements, with the State Highway Commission of Kansas, involving the use of Federal Funds.

NONDISCRIMINATION CLAUSES

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

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Commission or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Commission or the Federal Highway Administration as appropriate; and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Commission or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF CONSULTANT

I hereby certify that I am the President and duly authorized representative of the firm of Prot. Engrs Consultants whose address is 1440 E. English, Wichita Kan and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the State Highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2-14-72  
(Date)

[Signature]  
(Signature)

CERTIFICATION OF STATE HIGHWAY DEPARTMENT

I hereby certify that I am the (Noted below) of the State Highway Commission of Kansas, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

5-3-72  
(Date)

[Signature]  
Title ASSISTANT STATE HIGHWAY DIRECTOR

35W-87 I-35W-1 (119) (58)  
Sedgwick County

Special Attachment No. 2

CERTIFICATION OF PLANNING COMMISSION

I hereby certify that I am the Secretary of the Wichita-Sedgwick County Metropolitan Area Planning Commission, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to

- (a) employ or retain, or agree to employ or retain, any firm or person,  
or  
(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(DATE)

2-14-72

*Robert W. Fisher*  
Title Director of Planning

ROBERT B. DOCKING, Governor

## State Highway Commission of Kansas

JOHN D. MONTGOMERY, Director of Highways  
R. L. PEYTON, Assistant State Highway Director  
JOHN D. McNEAL, State Highway Engineer



ROBERT P. HAGEN  
Lawrence, Kansas  
BOB KENT  
Salina, Kansas  
HENRY SCHWALLER  
Hays, Kansas  
KARL A. BRUECK  
Topeka, Kansas  
GALE MOSS  
El Dorado, Kansas  
LOUIS KAMPSCHROEDER  
Garden City, Kansas

STATE OFFICE BUILDING  
TOPEKA, KANSAS 66612

July 29, 1971

I-35W  
Sedgwick County

Mr. Robert A. Lakin  
Director of Planning  
Wichita-Sedgwick County Metropolitan Area  
Planning Department  
City Building Annex  
Wichita, Kansas 67202

Dear Mr. Lakin:

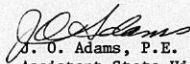
Reference is made to your letter regarding the selection of an engineering consultant for the design of the joint use Canal Route project. The firm, Professional Engineering Consultants, Inc., which was recommended by your Board of City Commissioners, has been approved by the State Highway Commission.

Your representative, Mr. Bill Stockwell, has been briefed on the requirements for the consultant agreement by our staff. The consultant's proposal should be reviewed by your office and submitted to the State Highway Commission with your recommendations. When the proposal has been approved by all agencies involved, we will draft a tri-party agreement covering the terms of the contract.

We are looking forward to the development of the plans and the eventual completion of this joint use project. With the proper design and careful operation of the proposed facilities, the City of Wichita will have the benefit of an excellent transportation system along with highly improved recreational facilities.

Very truly yours,

John D. McNeal, P.E.  
State Highway Engineer

  
J. O. Adams, P.E.

Assistant State Highway Engineer

JDM:JOA:lmh

cc: Glenn Anschutz, Engineer of Design  
A. A. Holmquist, Division Engineer



**COMMISSION MEETING**  
**AUGUST 3, 1971**

**CITY CLERK'S AGENDA**

1. Report of the Board of Bids and Contracts on bids received on August 2, 1971.

**ACTION:** Approve and file.

2. **BONDS AND CONTRACTS:**

Ritchie Construction Co., Inc.  
Mid-States Construction Co., Inc.  
Approved as to form by the City Attorney.

**ACTION:** Approve and file and authorize the Mayor to sign the contracts for the City of Wichita.

3. **BONDS:**

Wrecking Bond of Don Brand  
Cement Contractor's Bond of Lipke-Moeder Construction Company, Inc.  
Approved as to form by the City Attorney.

**ACTION:** Receive and file.

4. **CERTIFICATES OF INSURANCE:**

Central Building, Inc., known as Century Plaza Building, filed in connection with Minor Street Privilege Permit No. 465, for permission to construct a duct and exhaust pit in an area that was formerly an alley adjacent to the south side of the Century Plaza Building

Bobby Carter, d/b/a Central State Termite Control, filed in connection with pest control license

Mid Kansas Federal Savings & Loan, filed in connection with Minor Street Privilege Permit No. 296, to erect and maintain a flagpole in the parking area adjacent to property at 230 So. Market

Sunnyside Nursery, Incorporated, filed in connection with pest control license

Southwest Petro-Chem., Inc.; Southwest Grease & Oil Co. (Wichita), filed in connection with maintenance of 12 lines across Wichita Street south of Waterman Street

TRF, Inc. and Dr. Gerhart R. Tonn, Dr. Clell B. Flowers and Dr. Walter L. Reazin, d/b/a Hillside Medical Office, filed in connection with Minor Street Privilege Permit No. 463, for permission to cover the north 232' of the alley between Lorraine and Hillside and Murdock and Eighth St. with asphalt

Wichita Urology Group P.A., filed in connection with Minor Street Privilege Permit No. 463, for permission to cover the north 232 ft. of the alley between Lorraine and Hillside and Murdock and Eighth Street with asphalt

Approved as to form by the City Attorney.

**ACTION:** Receive and file.

5. **NOTICE OF CANCELLATION:**

Cement Contractor's Bond of Dietrich Construction Company

**ACTION:** Receive and file.

6. APPLICATIONS FOR LICENSES TO RETAIL CEREAL MALT BEVERAGES:

NEW, 1971:

Tom A'Nita Kuhn  
A. D. Cox

The Keg Lounge  
Branch Office Lounge

2717 E. Central  
4017 W. 13th St.

Police files reflect no record to disqualify the applicants and there are no churches or schools within 300 feet of the establishments. The Police Department has approved the applications and the Legal Department has approved them as to form.

ACTION: Approve the applications and instruct the License Collector to issue the proper licenses.

7. ENGINEER'S STATEMENTS OF COST:

Constructing the Lincoln Street Bridge and Dam on the Big Arkansas River	\$ 862,412.78
Improving and reimpoving Kellogg Street (U.S. 54) from the WL of Chautauqua Ave. to the EL of Edgemoor Drive at the intersections of Clifton Ave., Yale Ave., Broadview Ave. and Crestway Avenues as a main trafficway	13,903.58
Repairing sidewalk in the area bounded by the Arkansas River, Kellogg Street, Mead Avenue and Harry Street	71,622.95
Paving Blake Avenue from the EL of Mosley Ave. to WL of Washington Avenue	10,104.42

ACTION: Approve and file.

8. ENGINEER'S STATEMENTS OF COST:

Construction of a 6" water main in Doris St. from Murdock Avenue to 9th Street	9,945.79
Construction of an 8" water main in Dougherty Ave. between Murdock Ave. and Central Ave.	12,000.00
Construction of an 8" main in Knight Street from 2nd Street to 1st Street	5,600.00
Construction of a 6" water main in Maus Lane from 12th Street to Chipper Lane and an 8" water main in 12th Street from Maus Lane to Chipper Lane	9,943.03
Construction of a 16" water main in Oliver St. from 29th Street North to 37th Street North	96,623.99
Construction of an 8" water main in Salina Avenue south from 29th Street North approximately 640 feet and a 6" water main in Salina Court west from Salina Avenue approximately 310 feet	9,300.00
Improving Salina Court from the WL of Salina Avenue to and including Cul-de-sac	11,061.35
Constructing drainage in connection with improving Salina Court from the WL of Salina Avenue to and including Cul-de-sac	8,281.41

ACTION: Approve and file and instruct the City Clerk to have prepared and filed a proposed assessment roll.

9. EASEMENT

from Phillips Petroleum Company, by C. Q. Cherry, dated July 20, 1971 covering property for Lateral 3, Submain 2, Southwest Interceptor Sewer

ACTION: Accept the easement and instruct the City Clerk to record with Register of Deeds.

CITY CLERK'S AGENDA - page three

10. GENERAL WARRANTY DEEDS: - r/w for Canal Route - 35W-87I 35W-1 (33)

covering Tract No. 83, 321, 969 and 974. These instruments have been recorded.

ACTION: Receive and file.

11. REQUESTS FOR MINOR STREET PRIVILEGE PERMITS:

No. 463, from T.F.R., Inc. and Wichita Urology Group, P.A., for permission to cover the north 232 feet of the alley between Lorraine and Hillside and Murdock and Eighth Street with asphalt - fee waived  
No. 465, from the Lancers Club, for permission to construct a duct and exhaust pit in the area that was formerly an alley adjacent to the south side of the Century Plaza Building - annual fee of 3¢ per cubic foot

Approved by Director of Public Works subject to usual conditions.

ACTION: Receive and file.

12. PROPOSED ASSESSMENT ROLLS

for improving of Armour Drive, east side, from NL Morris St. to EL Block 4, Eastridge 8th Addition  
for improving Harry Street, north side, from 639 feet west of Bluffview Drive to CL Bluffview Drive  
for improving Killarney Place from EL Woodlawn East 3rd Addition to WL Rock Road  
for improving Salina Court from WL Salina Avenue to and including Cul-de-sac  
for construction of Storm Water Sewer No. 95

ACTION: Set the public hearing on the proposed assessments for 9:00 A.M. Tuesday, August 31, 1971, and direct the City Clerk to publish notice of hearing at least once not less than 10 days prior to the date of hearing. (Informal hearing with City personnel to be held August 27, 1971).

13. RESOLUTION

declaring it necessary to acquire certain private property in the City of Wichita, Kansas, for the purpose of opening and widening Sedgwick Avenue from the north line of Westport North to and including Cul-de-sac, and directing the City Engineer to cause a survey to be made of the land required for such improvement.

ACTION: Adopt the resolution.

14. RESOLUTIONS TO CONSTRUCT:

Lateral 19, Submain 21, Sanitary Sewer No. 22 (All lots in Block 2, Womer's Pleasant Valley Addition)  
Lateral 18, Submain 21, Sanitary Sewer No. 22 (Lots 3 and 4, Block 5, and all lots in Block 4, Womer's Pleasant Valley Addition)

ACTION: Adopt the resolutions.

15. SIDEWALK RESOLUTION:

East side of West Street from SL of Malone's 2nd Addition to NL of Malone's 2nd Addition

ACTION: Adopt the resolution.

16. ORDINANCE

prohibiting discrimination because of race, color, religion, national origin or ancestry in the sale, rental, lease or other transfer of housing accommodations declaring same to be a crime and providing penalties therefor; providing for investigation and conciliation of complaints of housing discrimination; providing for cooperation with the Kansas Commission on Civil Rights and the Attorney General, State of Kansas, creating a Wichita Fair Housing Board and defining its duties

ACTION: Place the ordinance upon its passage and adopt.

17. ORDINANCE

changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by Section 28.04.210, the Code of the City of Wichita, Kansas - Case No. Z-1295, Zone Change from "B" to "C" area generally located on the east side of St. Francis in an area between Gilbert and Morris.

ACTION: Place the ordinance upon its passage and adopt.

18. ORDINANCES DESIGNATING AND ESTABLISHING AS MAIN TRAFFICWAYS:

Intersections of Kellogg Ave. & Main, Market, , Broadway & Topeka Ave.  
Intersection of First St. & Hydraulic Ave.  
Intersection of Second St. and Hydraulic Ave.

ACTION: Place the ordinances upon their passage and adopt.

19. ORDINANCE

repealing Ord. No. 31-199 of the City of Wichita, being an ordinance providing for the improvement and reimprovement of Central Ave. from the CL of Pennsylvania Ave. to the CL of Hydraulic Ave.

ACTION: Place the ordinance upon its passage and adopt.

20. ORDINANCES CREATING SEWER DISTRICTS FOR THE CONSTRUCTION OF:

Lateral 19, Submain 21, Sanitary Sewer No. 22 (between 35th St. & 36th St. East of Meridian)  
Lateral 18, Submain 21, Sanitary Sewer No. 22 (between St. Clair & Pleasant Valley Lane South of 35th Street)

ACTION: Place the ordinances upon their passage and adopt.

21. ORDINANCES

changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by Section 28.04.210, the Code of the City of Wichita, Kansas - Case No. Z-1249 - change from "A" to "LC" area generally located on east side of Oliver in an area between Mt. Vernon and Funston  
Case No. Z-1202 - change from "AA" and "B" to "LC" area generally located at the southeast corner of West and 8th Streets

ACTION: Place the ordinances upon their passage and adopt.

22. ORDINANCES (for which contracts have previously been approved)

Authorizing Paving on:

- Bayley Street from EL of Wichita Street to WL of Water Street
- Birch Lane from EL of Lot 15, Block 3, Western Gardens to NL of Bekemeyer Lane
- Birch Lane from the EL of Wood Avenue to the EL of Lot 1t, Block 3, Western Gardens
- Wood Avenue from the NL of Bekemeyer Lane to the NL of Lot 23, Block 2, Western Gardens
- Wood Avenue from the NL of Lot 23, Block 2, Western Gardens to the NL of Lot 27, Block 2, Western Gardens

Authorizing the Improvement and Reimprovement of:

- Mac Arthur Road from the EL of Broadway Ave. to the WL of Hydraulic Ave.

ACTION: Place the ordinances upon their passage and adopt.

23. FIRST READING:

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of constructing, maintaining and repairing sewer pipes and a sewer system over and across a tract of land lying between Tyler Road and 420 feet west of Tyler Road from Douglas Avenue to Maple Street, and to be known as Lateral 10, Submain 1, Westlink Sewer, in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and establishing a benefit district and directing the City Attorney to file a petition in the District Court of Sedgwick County, Kansas, for the acquisition of the lands and easements therein taken and providing for payment of the cost thereof; and repealing Ordinance No. 31-605 of the City of Wichita, Kansas

An ordinance providing for the acquisition by eminent domain of certain private property, easements and rights of way therein, for the purpose of opening and widening a controlled access street beginning at a point of the intersection of the south line of Douglas Avenue and the center line of the Wichita Drainage Canal to the north line of Stafford Street, in the City of Wichita, Sedgwick County, Kansas, designating the lands required for such purpose and directing the City Attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken: providing for payment of the cost thereof.

(Design)

Project No. 35W-87 I-35W-1(119)46  
Bike & Hike trails  
Sedgwick County

AUTHORITY TO CONCUR IN THE SELECTION OF  
A CONSULTING ENGINEERING FIRM BY THE CITY OF WICHITA

ON HIGHWAY I-35W  
Sedgwick County

On motion of Mr. Brueck, seconded by Mr. Schwaller,  
the Commission adopted the following resolution this \_\_\_\_\_ day of \_\_\_\_\_.

WHEREAS, the city of Wichita desires Federal Participation in the cost of preliminary engineering and plan preparation as well as the construction cost for a multi-purpose facility on I-35W right of way for bike and hike trails and recreational facilities from Pawnee Street north to 17th Street in the City of Wichita.

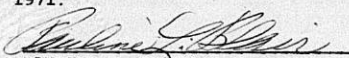
WHEREAS, the City of Wichita has selected the Consulting Firm of Professional Engineering Consultants of Wichita, Kansas to prepare said plans with certain specialized services to be sub-let to the firm of Oblinger and Smith, and

WHEREAS, the concurrence of the Commission in the selection of the above named Consulting Engineers is requested.

NOW, THEREFORE, BE IT RESOLVED, the Commission concurs in the City of Wichita's selection of the above named Consulting Engineers for engineering services in connection with the aforesaid project.

CERTIFICATION

I, Pauline L. Blair, Secretary  
to the State Highway Commission of  
Kansas, hereby certify that the above  
is a true and correct copy of a reso-  
lution which was adopted by the State  
Highway Commission at its meeting  
July 28, 1971.

  
PAULINE L. BLAIR  
Secretary

July 23, 1971

Professional Engineering Consultants, Inc.  
1440 East Douglas  
Wichita, Kansas 67211

Re: Joint Use Project -  
Canal Route/I-35W

Dear Carl:

The State Highway Commission has authorized the City of Wichita to select a consultant to undertake the detailed engineering design work for the joint use proposal on I-35W from 25th Street North to the Arkansas River. The City Commission has informally approved your firm as the one which they would like to have make a proposal to the City for the performance of this work. They have also indicated a preference that you secure the services of a strong planning/design firm such as Obliner & Smith to assist in this work. The selection, however, is at your discretion.

We have, as you know, done preliminary work as to the concept to be involved as the joint use proposal (The Canal Route Open Space Corridor). These concept schemes, together with preliminary cost figures, have been forwarded to the Federal Highway Administration at both the Regional and Washington level. I would assume that this concept report will be used as a point of departure in finalizing design proposals.

It is my understanding that the proposal to be submitted to the City, and finally to the State Highway Commission, should provide detailed design of the project, construction drawings, specifications and cost estimates. Design proposals should be made for all development with the exception of movable dam facilities and the lining of the canal. Included, then would be all grading, fencing, utilities, small buildings, walkways, drives, bike paths, lighting, playgrounds and their equipment, landscaping, including selection and description of plant material and design of special signing in the multiple-use proposal, as well as any modifications to the existing I-35W construction drawings. It is recognized that

Page 2 - Joint Use Project - July 28, 1971


all proposals contained within the design effort may not necessarily be constructed as a part of the joint use proposal under the 90/10 funds, but will be constructed and/or completed later by the City. However, planning for all facilities including design work therefor should be accomplished under this contract.

This work will require close coordination with the Board of Park Commissioners and the Department of Public Works as they will both have responsibilities in the joint use area. Our department will provide overall coordination of the project through the Advance Plans Division.

I have asked John McNeal to provide us with any additional instructions that they wish to have followed in the preparation of proposals for the State; however, I am sure that you have prepared a number of proposals for the State and are aware of their requirements. At least this letter will provide sufficient information to begin the planning of such a proposal which can be detailed and refined according to State needs. It is my desire that we obtain a proposal as quickly as possible as we need to begin this planning immediately if we are to see the construction of this joint use facility completed within the funding availability of the 90/10 monies as a part of the Interstate System.

To expedite the project I suggest that we should meet July 28th, (2.p.m. MAPD) to discuss the level of detail that will be required in your proposal, including a time table for its submission. I will invite Tom Allen from the Park Board and Ray Bruggeman and his staff from Public Works. Will you please let me know if this time and date is agreeable to you?

Sincerely,

  
Robert A. Lakin  
Director of Planning

RAL:bh  
cc: Ralph Wulz, City Manager  
John McNeal, State Highway Engineer

July 23, 1971

Mr. John McNeal  
State Highway Engineer  
State Office Building  
Topeka, Kansas 66612

Re: 35W-87-I 35W-1(119)46  
Joint Use Project -  
Canal Route/I-35W

Dear John:

As requested we have selected the consultants from the approved list of the State Highway Commission as to who we would like to have work on the engineering and design for the joint use proposal outlined in our Canal Route Open Corridor Study. The Board of City Commissioners have informally indicated their desire to have Professional Engineering Consultants, Inc. of Wichita, Kansas do the work. They have also, at the request of staff, indicated that they would strongly encourage that PEC use the services of a planning/design group such as Oblinger & Smith of Wichita to assist in this work.

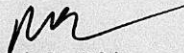
Based on the telephone conversation of Don Chalmers with Bill Stockwell that PEC is acceptable to the State Highway Commission I am requesting Carl Knop of PEC to prepare a proposal for the undertaking of this work for submission to the City and then to the State Highway Commission. If there are any special directions which you would like to provide, would you please send these to use or directly to Carl with copies to us.

We appreciate the excellent cooperation and assistance that you have given us in getting this project underway. I am sure that

Page 2 - Joint Use Project - July 23, 1971

the outcome will be a credit to all concerned.

Sincerely,



Robert A. Lakin  
Director of Planning

RAL:bbh

cc: Ralph Wulz, City Manager  
Ray Bruggeman, Director of Public Works  
Emory Cox, Director, Park Board