

## WORK ORDER NO. 25-01

This Work Order No. 25-01 is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated June 5, 2023 (the "Master Services Agreement" between City of Arkansas City, KS (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

### SECTION A – SERVICES

**A.1** PEC shall perform the following services (collectively, the "Services"):

1. See attached Exhibit A, Section C.

**A.3** Exclusions:

1. See attached Exhibit A, Section E.

### SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

1. See attached Exhibit A, Section B.

### SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC an amount not to exceed One Hundred Seventeen Thousand Six Hundred and Fifty Dollars (\$117,650.00), payable according to the following terms:

1. See attached Exhibit A, Section F.

### SECTION D – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:

1. See attached Exhibit A, Section D.

**CITY OF ARKANSAS CITY, KS**

**PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A**

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

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

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

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

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

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

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

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

## EXHIBIT A

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

1. The Arkansas City Water Treatment Plant (WTP) Owner's Advisor (OA) (PROJECT) shall include representation of the CLIENT's interest during design and construction of the WTP as developed by the Design-Builder and assisting the CLIENT with preparation of a State Revolving Loan Fund application. The Design-Builder is fully and solely responsible for their design and construction work.

### B. **Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the OA services will extend through completion of construction of the WTP improvements. Fee is based on construction completion within 6 months after execution of the construction contract.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. **Scope of Services:**

1. PEC will adhere to the requirements of the KDHE SRF Provisions for Consultant Contracts, included as Exhibit B.
2. Attend up to twelve (12) bi-weekly virtual Design-Build team meetings through the end of design.
3. Attend up to two (2) in-person design review meetings in Arkansas City.
4. Assist the CLIENT in completing the KPWSLF Project Submittal Form.
  - a. Complete the KDHE SRF Contract Provisions for Consultant Contracts. Design-Builder will be required to complete necessary forms and submit to PEC.
  - b. Verify that the Design-Builder has incorporated the KDHE SRF Provisions in Construction Contract Documents into the project documents.
  - c. Design-Builder shall submit all project documents to KDHE for review and approval.
  - d. Submit disbursement requests to KDHE.
  - e. Verify Contractor payrolls meet Davis Bacon wage rates.
5. Perform a cursory review of preliminary and interim design submittal plans and specifications including process, electrical, and structural elements. This review will be conducted to identify any concerns or items for discussion with the CLIENT. A detailed review of design calculations is not part of the PEC scope.
6. Perform a cursory review of final plans and specifications including

process, electrical, and structural elements. This review will be conducted to identify any concerns or items for discussion with the CLIENT. A detailed review of design calculations is not part of the PEC scope.

7. Review Design-Builder construction services contract and provide input to CLIENT.
8. Perform a cursory review of the submitted Guaranteed Maximum Price and supplier and subcontractor provided proposals and advise CLIENT of any concerns or questions. Provide CLIENT with observations and comments.
9. Communicate with KDHE regarding CLIENT obligations for State Revolving Loan Fund (SRF) requirements and assist the CLIENT with preparation of the SRF loan application.
10. Construction administration services to include:
  - a. cursory review of submittal information for compliance with Design-Builder plans and specifications. Review will be strictly comparison to Design-Builder provided design conditions; Design-Builder is fully and solely responsible for compliance with KDHE approved plans and specifications, applicable codes, and applicable standards.
  - b. Review of proposed Contingency or Allowance fund usages and recommendations to CLIENT. CLIENT will be responsible for final approval or denial of these costs.
  - c. Attendance at up to thirty (30) progress meetings during construction.
  - d. Perform a final walkthrough at project substantial completion and develop punchlist of items for completion. Punchlist will be based on items visible during walkthrough. A detailed punchlist will not be maintained during construction unless inspection services are included by supplemental agreement.
  - e. Attend KDHE final inspection.

**D. Additional Services:**

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

1. Construction inspection services.
2. Materials testing services.
3. Review of Design-Builder invoices or pay applications.
4. Development of remediation measures for any unknown conditions encountered during construction.
5. Value Engineering services.

**E. Exclusions:**

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

1. Detailed review of design calculations for any part of the project. The Design-Builder is fully and solely responsible for the completeness and correctness of all calculations and design parameters and compliance with

- all federal, state, and local requirements.
2. Permitting – the Design-Builder will be fully responsible for obtaining all required permits for construction.
3. Construction storm water permitting, inspections, or review.
4. Detailed review of design against KDHE regulations and standards. KDHE will provide comments and corrections based on their requirements.
5. Review of materials testing reports.
6. Coordination with utility providers for site services.
7. Review of fire suppression systems or requirements.
8. Any plant operations.

**F. PEC's Fees:**

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the Rate Schedule including Reimbursable Expenses not-to-exceed **\$117,650.00**.
3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and review/application/filing/permit fees.
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.

# **KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS**

## **EXHIBIT B**

STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Arkansas City

CONTRACTOR'S  
SIGNATURE \_\_\_\_\_



TITLE Principal

SRF PROJECT NO. 3246

DATE 3/19/2025

3246  
KDHE PROJECT #

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sarah C. Unruh, Principal

Typed Name & Title of Authorized Representative

 3/19/2025  
Signature and Date of Authorized Representative

### **Contract Provisions for Equal Opportunity**

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]



### **Contract Provisions for the Kansas Act Against Discrimination**

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

### **Contract Provisions for Restrictions on Lobbying**

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

### **Contract Provisions for the Trafficking Victims Protection Act of 2000**

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

### **Contract Provisions for Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

# 2025 RATE SCHEDULE A\*\*



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$250
Senior Project Manager .....	\$225
Project Manager .....	\$200
Senior Engineer II.....	\$225
Senior Engineer I.....	\$200
Project Engineer .....	\$175
Senior Landscape Architect.....	\$180
Landscape Architect .....	\$130
Senior Planner .....	\$175
Planner.....	\$155
Design Engineer .....	\$145
Senior Piping Designer.....	\$160
Piping Designer .....	\$125
Senior Technician .....	\$150
Design Technician .....	\$115
Senior Commissioning Agent.....	\$160
Commissioning Agent .....	\$135
GIS Specialist .....	\$150
GIS Analyst .....	\$120
Project Coordinator.....	\$100
Project Assistant .....	\$90
Senior Field Project Manager .....	\$200
Field Project Manager .....	\$155
Senior Inspector.....	\$160
Inspector .....	\$125
Senior Field Technician.....	\$105
Field Technician .....	\$85
Senior Driller .....	\$130
Driller .....	\$95
Land Surveyor .....	\$140
Crew Chief.....	\$120
Survey Technician.....	\$100
*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
Subconsultants .....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage .....	\$0.75/Mile
ATV .....	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS .....	\$150/Hour
Mobile Lidar Unit.....	\$4,000/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders .....	\$15/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile
Other Reimbursables .....	Cost plus 10%

\*\*The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.