

## WORK ORDER NO. 24-04

This Work Order No. 24-03 is made as of this 25<sup>th</sup> day of September, 2024, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated May 22, 2023 (the “Master Services Agreement” between The City of Arkansas City (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extent modified herein, all terms and conditions of the Master Services Agreement shall continue with full force and effect.

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

1. The Project shall consist of mill and overlay, payment patching, and pavement marking on US-166 (W. Madison Ave) from Ark River Bridge to 8<sup>th</sup> St. in Arkansas City, Kansas.

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

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
3. PEC shall complete the scope of services within a mutually agreed upon schedule.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Project Deliverables.**

1. This Project Deliverables shall consist of the following prepared by an Engineer licensed in the State of Kansas where applicable:
  - a) Preliminary Plans and supporting documents to the Kansas Department of Transportation (KDOT) and the CLIENT and associated engineer's opinion of probable cost in PDF format.
  - b) Final Letting Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.

### **D. Scope of Services.**

1. Survey Services:
  - a) Provide aerial mapping of the limits shown in Exhibit B.
2. Design Services:
  - a) PEC shall provide engineering design services in conformance with Article III, paragraph 3 as shown in the letter from KDOT to City of Arkansas City dated July 17, 2024. See Exhibit A.
  - b) Provide project correspondence and consultation with CLIENT.
  - c) Provide quality control review prior to submission of project deliverables.

- d) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
  - e) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
  - f) Conduct field observation/site visit to determine limits of proposed pavement patching and resurfacing improvements.
  - g) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans:
    - i. Surfacing/paving plans identifying the limits of the proposed pavement, along with a typical section.
    - ii. Pavement marking plans and details.
    - iii. Summary of quantities plans.
    - iv. Traffic control plans and details, including construction sequencing plans, as needed.
  - h) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
3. Bidding Services:
- a) Advertise PROJECT and distribute bid documents to prospective bidders.
  - b) Respond to bidder's requests for information during the bidding process.
  - c) Attend bid opening and prepare bid tabulation.
  - d) Provide bid tabulation and notice of award to CLIENT.

4. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- b) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- c) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- d) Review materials test reports as submitted by the City Inspector.
- e) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- f) Conduct one (1) final on-site PROJECT review.
- g) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.
- h) Issue Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

**E. Additional Responsibilities of CLIENT:**

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

1. Drawings, studies, reports, and other information available pertaining to the existing site.
2. Provide prompt review of the PROJECT deliverables. Comments shall be returned within 7 calendar days.
3. Data, drawings, studies, reports, and other information needed for the application.
4. Submission of the grant.

**F. Additional Services:**

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

1. Field Survey Services.
2. Geotechnical investigations.
3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
4. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
5. Prepare legal descriptions for easement and right-of-way tracts determined necessary to acquire by the CLIENT in order to construct the PROJECT.
6. Analysis of existing utility systems.
7. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
8. Design of retaining walls.
9. Alternate designs not specifically listed in the Scope of Services.
10. Production of record drawings, as-builts, or release of electronic files.
11. Construction Phase Services including additional site visits other than what is listed in the scope of services, construction staking, materials testing, and construction observation related to the project.
12. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.

**G. Exclusions**

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

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Railroad/Railway Design.
4. Environmental site assessments.
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.
7. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

**H. 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 lump sum basis in the amount of **\$66,550.00**, summarized as follows:

<b>Services</b>	<b>Fees</b>
Field Survey Services	\$ 4,000.00
Civil Engineering Design Services	\$ 40,050.00
Bidding	\$ 7,500.00
Construction Administration Services	\$ 15,000.00
<b>TOTAL</b>	<b>\$ 66,550.00</b>

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**CITY OF ARKANSAS CITY, KS**

**PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.**

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

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

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

Printed Name: Benjamin M. Mabry, PE

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

Title: VP Municipal Transportation

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

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

## EXHIBIT A



Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Secretary  
Tod L. Salfrank, Chief

Phone: 785-296-3861  
Fax: 785-296-6946  
kdot#publicinfo@ks.gov  
<http://www.ksdot.gov>  
Laura Kelly, Governor

July 17, 2024

Mr. Randy Frazer  
City Administrator  
118 W. Central Ave.  
Arkansas City, KS 67005

Dear Mr. Frazer:

Congratulations! Your application for a Surface Preservation project has been selected for funding as part of the Kansas Department of Transportation (KDOT) State Fiscal Year (SFY) 2026 City Connecting Link Improvement Program. KDOT has allocated \$400,000 for Construction & Construction Engineering for this project:

Mill and overlay, pavement patching, and pavement marking on US-166 (W. Madison Ave) from Ark River bridge to 8th St.

The city will be required to contribute a minimum of 10% plus anything over the amount shown above and will also be responsible for all Preliminary Engineering, Right-of-Way, and Utility costs.

Due to the current bidding environment, all CCLIP application estimates were thoroughly reviewed and adjusted for inflation. The CCLIP funding awards were modified accordingly, for the applied project limits and scope. These should not be modified during project development without KDOT concurrence.

For KDOT to program your project, KDOT must receive a completed 1302 form from you before August 30, 2024. Please complete the enclosed form and return it as soon as possible to [KDOT.LPePlans@ks.gov](mailto:KDOT.LPePlans@ks.gov).

Once KDOT receives your completed 1302 form, KDOT will program the project and send a project schedule as a reference in developing the project in accordance with KDOT's procedures. Project development details may be found in the LPA Project Development Manual at [KDOT: Local Projects](#).

To keep the project on schedule, this letter serves as the commitment from KDOT to fund this project at the amount written above. An agreement between KDOT and the City will be forthcoming that outlines all terms and conditions of KDOT's funding. However, to allow for you to begin preliminary engineering, the following clauses will be included in the agreement between the City and KDOT and shall be included in your contract with a consultant to provide preliminary engineering services:

**Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project

Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and

Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

**Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity the paragraph entitled Conformity with State and Federal Requirements. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project must also contain the following provisions:

- (a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Third Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the city and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

If you have any questions, please do not hesitate to contact us. Questions may be directed to Dawn Hueske at (785) 207-1420 or [Dawn.Hueske@ks.gov](mailto:Dawn.Hueske@ks.gov).

Sincerely,



Tod L. Salfrank, Chief  
Bureau of Local Projects

Cc: Nick Squires, KDOT District Engineer  
AJ Wilson, KDOT Area Engineer  
Matt Graham, KDOT Project Manager

EXHIBIT B

