

**WORK ORDER NO. 1**

This Work Order No. 1 is made as of this August day of 11<sup>th</sup>, 2023, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated May 22<sup>nd</sup>, 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 a full force and effect.

**A. Project Description**

1. The Project shall consist of the rehabilitation of the 0.5 MG Goff Elevated Storage Tank. The interior wet surface will be fully reconditioned. The exterior surface will be reviewed to determine if an overcoat can be utilized or if a full coating replacement is required.
2. The Project delivery method is design-bid-build.

**B. Anticipated Project Schedule**

1. PEC shall commence its services on the Project within 10 days after receiving CLIENT’s notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 12 weeks after receiving Notice to Proceed.
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. Project Deliverables**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Preliminary Plans and Specifications
  - b) Final Plans and Specifications

**D. Scope of Services**

1. General Scope Items for Civil Services:
  - a) Participate in a kickoff meeting to discuss project improvements.
  - b) Attend up to two progress design meetings with CLIENT.
  - c) Provide bidding assistance including response to Contractor’s questions and preparation of items for inclusion in Addenda.
  - d) Provide Engineer’s opinion of probable construction cost.
2. Civil Design Services:
  - a) Coordinate with Coating manufacturer to gather adhesion samples to determine if the exterior surface requires an overcoat or full coating replacement.
  - b) Prepare surface preparation requirements, coating system requirements, timeline for construction activities, and construction sequencing for taking the water tower out of service.

- c) Coordinate with City Staff on exterior lettering and logo options and include in bid package as separate or alternate costing items.
  - d) Provide a complete set of construction drawings and details, including Cover Sheet, key map, plan/profiles.
  - e) Provide project specifications including front-end bidding/contract documents and technical specifications. City Standard Specifications will be utilized where applicable.
  - f) Summarize project quantities and estimate probable construction costs.
3. Civil Engineering Construction Administration Services including:
- a) Review shop drawings for systems and elements designed by PEC. Review period will be 14 calendar days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
  - b) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
  - c) Respond to RFIs generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
  - d) Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
  - e) Provide decisions in accordance with the Contract Documents on questions regarding this work.
  - f) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
  - g) Visit the PROJECT site if needed to determine Contractor's progress and general character of the work.
  - h) Meet with the CLIENT as requested during construction to review progress on each part of the PROJECT.
  - i) Perform one final construction observation site visit following substantial completion and develop written punch list of remaining items required for final acceptance.
4. Construction Observation Services (PEC will help facilitate Construction Observation services through KLM Engineering.):
- a) Preconstruction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
  - b) Monitor and approval of structural repairs and modifications to conformance to the specifications.
  - c) Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
  - d) Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
  - e) Monitor the contractors mixing and application of the coatings for conformance to the specifications and the coating manufacturer's recommendations.
  - f) Approve surface preparation samples.
  - g) Record the contractor's progress for adherence to the construction schedule.

- h) Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
- i) Coordinate and review testing of materials for conformance to the specifications and environmental regulations.
- j) Monitor punch list items and subsequent corrective action by the contractor.
- k) Final inspection, substantial completion, and project acceptance.

**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.

**F. Additional Services**

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

- 1. Production of record drawings, as-builts, or release of electronic files.
- 2. Meetings in excess of the number above will be performed on an hourly basis.
- 3. Analysis of existing utility systems.
- 4. Topographic Survey
- 5. Geotechnical Investigations
- 6. Plan revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to “Value Engineering” or “VE”.)
- 7. Landscape Design.
- 8. Electrical Design of Lighting, SCADA, or Other Electrical Improvements.
- 9. Site Improvements.
- 10. Alternate designs not specifically listed in the Scope of Services.

**G. Exclusions**

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

- 1. Permitting/Application/Review Fees
- 2. Filing Fees
- 3. Franchise Utility Design.
- 4. Structural Analysis and Design
- 5. Public Meetings

**H. PEC’s Fees & Reimbursable Expenses**

- 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 Design Services will be on a lump sum basis in the amount of \$19,500. An estimated breakdown of the total aggregate fee is outlined below:

Discipline	Design	CA	Subtotal
Civil	\$14,500	\$5,000	\$19,500

3. PEC’s fees for its Construction Observation Scope of Service will be on a standard hourly basis, at the rates established on the attached Rate Schedule, plus reimbursable expenses not to exceed \$75,000.
4. 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.
5. 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.

**CLIENT**

**CONSULTANT**

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

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

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

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

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

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

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

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