

WORK ORDER NO. 24-13

This Work Order No. 24-13 is made as of this _____ day of _____, 20____, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 09, 2024 (the "Master Services Agreement" between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Per the Master Services Agreement, this Work Order shall be incorporated into the Master Services Agreement by reference. Except to the extent modified herein for this specific project, all terms and conditions of the Master Services Agreement shall continue in full force and effect.

SECTION A – SERVICES

- A.1** PEC shall perform the following services (collectively, the "Services"):
See attached Exhibit A, Section D.
- A.2** In conjunction with the performance of the Services as described above, PEC shall provide the following submittals, documents or other deliverables to Client:
See attached Exhibit A, Section C.
- A.3** Exclusions:
See attached Exhibit A, Section G.

SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:
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 on a lump sum basis in the amount of not to exceed Seventeen Thousand and Five Hundred Dollars (\$17,500.00), payable according to the following terms:

See attached Exhibit A, Section H.

SECTION D – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:
See attached Exhibit A, Section E and Section F.

CITY OF BEL AIRE, KANSAS

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

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Benjamin M. Mabry, P.E.

Title: VP Municipal Transportation
Engineering

Date: _____

Approved as to Form Only

Maria A. Schrock, City Attorney

EXHIBIT A

A. **Project Description**

1. The Project shall consist of park improvements on Lots 14-16, Block D, Skyview at Block 49 2nd Addition. Improvements shall include playground equipment, sidewalks, landscape plantings, and limited furnishings.
2. For the design of the proposed improvements, PEC will utilize design drawings and as-built information provided by the Client. A new topographic survey is not included in the scope of this agreement.
3. The Client has indicated a construction budget of \$350,000.00.

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 7 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 4 weeks after receiving Notice to Proceed. The remainder of deliverables will be completed with 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 CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

C. **Project Deliverables**

1. This Project Deliverables shall consist of the following
 - a) Construction Drawings.

D. **Scope of Services**

1. General Scope Items for Civil Services:
 - a) All drawings produced by PEC will be sealed by an Engineer, and/or Landscape Architect licensed in the State of Kansas.
 - b) Attend virtual or local meetings with CLIENT as required.
 - c) Provide project correspondence and consultation with CLIENT.
 - d) Provide quality control review prior to submission of project deliverables.
2. Landscape Architecture Services Including:
 - a) Site Architectural Plans:
 - i. PEC will prepare one conceptual rendering in plan view to visualize the design of the space.



- ii. Upon Client approval of the conceptual rendering, PEC will develop the site base for construction documents. PEC will assist in the development of the site plan base.
- iii. A Site Architectural plan will be prepared for the site to identify all site improvements. This covers pavement, site furnishings, playground equipment, etc.
- iv. A Site Planting Plan will be prepared that meets any City of Bel Aire planting ordinance, as well as any additional planting and screening as desired by the CLIENT.
- v. An irrigation performance specification will be provided for the site.
- vi. A Paving Plan will identify the limits of sidewalk, and ADA ramps. A typical pavement section will be included to establish subgrade preparation, pavement strength and thickness. Paving and jointing details will be prepared, as well as a jointing plan for concrete pavement, if required.
- vii. A Grading Plan will identify proposed spot elevations and contours within the limits of the project site.
- viii. PEC will prepare an opinion of probable cost for the design.

3. 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) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- b) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- c) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- d) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- e) Review materials test reports as submitted by the City Inspector.
- f) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- g) Conduct a final on-site PROJECT review.
- h) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.
- i) 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. Electronic files for base sheet development.
2. AutoCAD files of original public infrastructure improvements and mass grading. PEC will check paving geometry and recommend changes as needed.
3. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted items and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
4. Drawings, studies, reports, and other information available pertaining to the existing building and 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. Design of utilities to the PROJECT site. Scope assumes utility mains are adjacent to the site and capable of service.
4. Analysis of existing utility systems. Scope assumes utility mains are adjacent to the site and capable of service.
5. Design of safe rooms (storm shelters). All safe rooms will be designed structurally in accordance with FEMA 361 and/or ICC 500.
6. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
7. Design of retaining walls.
8. Design of any storm water, water, or sanitary improvements.
9. Platting and/or Zoning change processes.
10. Easement abandonments and dedications.
11. Traffic Impact Studies including associated local, state, and federal permitting.
12. Construction Testing and Inspection, Construction Staking.
13. Telecommunications design – Voice, Data, and Video Distribution System.
14. Alternate designs not specifically listed in the Scope of Services.
15. Prepare and issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
16. Bidding Services.

G. Exclusions

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

1. Printing costs.
2. Plan review and permit fees.
3. Environmental assessments/clearances.
4. Fire protection and fire alarm design, drawings and calculations.



5. Franchise Utility Design.
6. Railroad/Railway Design.
7. Outside consultants.
8. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

H. PEC's Fees & Reimbursable Expenses

1. PEC's Fee for its Scope of Services will be on a lump sum basis plus Reimbursable Expenses, allocated as follows:

Services	Subtotal
Design	\$ 16,500.00
Construction Administration	\$ 1,000.00
Totals	\$ 17,500.00

2. Reimbursable Expenses shall include Permit Fees, Printing Fees, Application Fees, Recording Fees, and Abstractor Fees.
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.