

WORK ORDER NO. 24-11

This Work Order No. 24-11 is made as of this _____ day of January, 2025, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 08, 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.3 Exclusions:

See attached Exhibit A, Section F.

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 an amount not to exceed One Hundred Twenty-five Thousand Dollars (\$125,000.00), payable according to the following terms:

See attached Exhibit A, Section G.

SECTION D – OTHER PROVISIONS

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

See attached Exhibit A, Section E.

[Remainder of this page intentionally left blank]

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

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF BEL AIRE, KANSAS

By: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to Form Only

Maria A. Schrock, City Attorney

EXHIBIT A

A. Project Description:

1. Provide Pavement Maintenance Plan, Bidding, Construction Administration and Construction Inspection Services for the following areas in Bel Aire, Kansas:
 - Pearson Housing Addition (Asphalt Patching, Curb Repairs, and Mill & Overlay)
 - Lawn Terrace Housing Addition (Asphalt Patching, Curb Repairs, and Mill & Overlay)
 - Bel Aire Heights Housing Addition (Asphalt Patching and Curb Repairs)
2. The Project delivery method is design-bid-build.

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 fourteen (14) days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate design duration for the roadway repairs will be approximately 30 days. Respectively, after receiving the Notice to Proceed.
4. Construction duration is anticipated to be 75 Calendar Days to Substantial Completion (SC) and 90 Calendar Days to Final Completion (FC). PEC anticipates the notice to proceed for construction to be issued approximately March 17, 2025 and for the PROJECT to be complete by June 14, 2025. The inspection services fee will be based on 90 calendar days.
5. 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. Preliminary Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in portable document format (PDF).
2. Final Plans and Bid Documentation (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in PDF format.

D. Scope of Services:

1. Civil Engineering Design Services:
 - a) Provide project correspondence and consultation with CLIENT.
 - b) Provide quality control review prior to submission of project deliverables.
 - c) 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.
 - d) Attend and assist in facilitating a design review meeting with the CLIENT to review plans.

- e) Prepare preliminary plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.
- f) Prepare final plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.

2. 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) Attend and assist in facilitating the preconstruction conference.
- b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- d) Make a maximum of five (5) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- g) Review materials test reports as submitted by the City Inspector.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.
- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

3. Construction Inspection Services:

- a) PEC will provide construction inspection services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
- b) Provide a resident project representative (RPR) to perform construction inspection, documentation; witness field testing of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the project documents (plans, specifications); and maintain project records to document the work.
- c) Provide electronic pdf copy of 'Red-Line' markup images of bid set of plans for the preparation of record drawings of the PROJECT.

E. Additional Services:

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

1. Field Survey Services.
2. Written legal descriptions and associated map exhibits for acquisition of easement and right-of-way.
3. Production of record drawings, as-builts, or release of electronic files.
4. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
5. Geotechnical investigations.
6. Additional manual or machine traffic counts of any driveway(s) or adjacent roadway(s).
7. Attendance at public meetings beyond those specifically identified in the above scope of services.
8. Railroad/Railway Coordination.
9. Analysis of existing utility systems, vacuum excavation of existing utilities and utility coordination efforts.
10. Additional Construction Phase Services: Includes Construction Materials testing and Construction Staking related to the project.
11. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
12. Landscape Architecture Services: Includes landscape design and tree planting.
13. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
14. Alternate designs not specifically listed in the Scope of Services.

F. 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. Permit and review fees.
6. Entrance into a permit-required or non-permit required Confined Space.
7. Environmental site assessments.

G. PEC's Fees & Reimbursable Expenses:

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses 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, plus Reimbursable Expenses, at the rates established on the attached Rate Schedule, not-to-exceed **\$125,000.00**.
3. The inspection services fee presented is an estimate.
4. **The basis of the Inspection Fee for this work is based on the anticipated construction duration of ninety calendar days (90 Calendar Days) that will be provided for the contractor to reach final completion for the PROJECT. Inspection time is anticipated on Monday through Friday for eight (8) regular hours per day and two (2) OT hours per day during construction** for attending the preconstruction meeting, project preparation (set-up, project documents printing), post construction closeout documentation (including redline drawings), inspector manager oversight, and project mileage. If more than ninety (90) calendar days elapse from the Construction Notice to Proceed to final completion of the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates for any additional inspection hours.
5. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the RPR (Construction Inspector).
6. 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.

2024 RATE SCHEDULE A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer.....	\$230
Senior Project Manager.....	\$210
Project Manager.....	\$190
Senior Engineer.....	\$185
Project Engineer.....	\$160
Senior Landscape Architect.....	\$175
Landscape Architect.....	\$125
Senior Planner.....	\$170
Planner.....	\$150
Design Engineer.....	\$130
Senior Technician.....	\$145
Design Technician.....	\$110
Senior Commissioning Agent.....	\$150
Commissioning Agent.....	\$125
GIS Specialist.....	\$145
GIS Analyst.....	\$115
Project Coordinator.....	\$100
Project Assistant.....	\$90
Senior Field Project Manager.....	\$190
Field Project Manager.....	\$150
Senior Inspector.....	\$155
Inspector.....	\$120
Senior Field Technician.....	\$100
Field Technician.....	\$80
Driller.....	\$105
Land Surveyor.....	\$135
Party Chief.....	\$115
Survey Technician.....	\$95
*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
Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage.....	\$0.70/Mile
ATV.....	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use.....	\$75/Hour
Car Rental and Fuel.....	Cost plus 10%
Per Diem, Meals.....	Cost plus 10%
Per Diem, Lodging.....	Cost plus 10%
Deliveries and Overnight Mail.....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees.....	Cost plus 10%
Concrete Testing Equipment.....	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compression Tests of Cylinders.....	\$12/Each
Ultra Sonic Testing Equipment.....	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

**The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.