

City of Sedgwick
City Council Meeting
July 8, 2026

TO: Mayor and Members of City Council

SUBJECT: PEC Work Order No. 26-01

INITIATED BY: Administration

AGENDA: New Business

Background: Professional Engineering Consultants, P.A. (PEC) is the city's primary engineering firm. The proposed work order is to complete engineering, bidding, construction administration, construction inspection, and material testing services for infrastructure improvements associated with Fox Run Addition.

Analysis: Fox Run Addition is the City's housing development that is to be established at the NW corner of 96th and Hoover. Preliminary and Final platting, as well as approval from the Kansas Department of Commerce for the establishment of an RHID have been completed. The next steps for infrastructure development are engineering, finalization of design, and creation of bid documents. Upon completion of design, a bid package will be created and solicited with PEC overseeing the bidding and construction process of the project.

This work will coincide with the work being completed by city staff to complete the RHID process. The desire is to have infrastructure in place prior to or close to the conclusion of the RHID establishment so vertical construction can happen immediately.

Financial Considerations: The lump sum amount provided by PEC for services is not to exceed \$525,442.50. This amount will be paid through temporary financing notes and recaptured into the overall bond of the project through RHID increment and special assessments.

Recommendation: It is recommended that the city council approve Work Order No. 26-01 as presented.

**WORK ORDER NO. 26-01
FOR ENGINEERING SERVICES**

OWNER: City of Sedgwick
ENGINEER: Professional Engineering Consultants, P.A.
REFERENCE: Agreement for Engineering Services
PROJECT: Sedgwick, KS – Fox Run Infrastructure
PEC Project No. 257088-008

This Work Order No. 26-01 is made _____, 2026, under the terms and conditions established in the Master Services Agreement dated February 2, 2023 the “Master Services Agreement” between the City of Sedgwick (Client) and Professional Engineering Consultants, P.A. (PEC). Except as modified herein, all terms and conditions of the Master Services Agreement shall continue in full force and effort.

A. SCOPE OF SERVICES, SCHEDULE, AND PEC’S FEES

1. See Exhibit A (attached hereto).

B. PROVISIONS OF THE ORIGINAL CONTRACT

1. The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Work Order Agreement, shall remain in full force and effect.

C. OTHER MATTERS

1. Engineer’s receipt of this executed (signed and dated) Work Order No. 26-01 shall be considered as our authorization to proceed.

CITY OF SEDGWICK

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____
Kyle Nordick Date
City Administrator

By: _____
Benjamin M. Mabry, P.E. Date
Vice President | Municipal Market



EXHIBIT A

A. Project Description

1. The Project shall consist of approximately 1,900 feet of 8" offsite waterline, 4,600 feet of 8" onsite waterline, stormwater drain, and onsite pavement improvements to serve Fox Run Addition in Sedgwick, KS.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 30 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete preliminary construction documents will be approximately 6 months after receiving Notice to Proceed. A full deliverable schedule will be mutually agreed upon following the kick-off meeting.
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.
2. Topographic Field Survey:
 - a) Set control points near the area of construction and obtain reference ties.
 - b) Set bench marks near the area of construction and obtain reference ties.
 - c) Recover sufficient monumentation as required to enable drafting of boundary information.
 - d) Collect topographic survey data, including surface locations sufficient to provide one (1) foot contours per the survey limits sketch (Exhibit B).
 - e) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system nor will PEC submit a subsequent design ticket(s), beyond the initial design ticket(s), unless requested by the CLIENT. All subsequent design ticket(s) submissions and subsequent field work to locate marked utilities will be performed per PEC's standard hourly rates.
 - f) CLIENT is responsible for providing access to all sealed, locked, or otherwise concealed/inaccessible structures that may be on site in a timely order.

- g) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as “RECORD” on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
 - h) Locate all points of egress for any structures/buildings within the survey limits, including a finished floor elevation (FFE) at each doorway.
 - i) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flow lines in and out, and pipe size/material.
 - j) Locate all structures/buildings and substantial features, including parking, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
 - k) Survey limits that extend into the adjacent street right-of-way shall include all improvements/utilities within the half width of right-of-way unless otherwise specified in Exhibit B.
 - l) Survey work to include review of the CLIENT provided current title commitment(s) OR title report(s) supporting documents hyperlinked within the title commitment or provided in separate PDFs that correspond to or are cross referenced to the supporting document numbering scheme or current deed of record for the subject property along with copy of plat, recovering existing property corner monumentation, re-establishing missing property corner monumentation to establish the property boundary, and locating any lines of possession.
 - m) If required due to a new property description(s) being authored and/or the creation of a new tract of land (Kansas Statutes Annotated 19-1434 and Kansas Administrative Regulation 66-12-1), a Certificate of Survey will be created meeting or exceeding the Minimum Standards required by the Kansas State Board of Technical Professions and will be recorded in the county register of deeds’ office within ninety (90) days. The Certificate of Survey will show, at a minimum, found monuments, set monuments, a description of the new tract to be used for deeding purposes, and proposed easements (if necessary and requested).
3. Geotechnical Engineering Services:
- a) PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
 - b) Two (2) subsurface borings to depth of 12 feet below existing grade.
 - c) Geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and percolation test results.
 - d) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
 - e) General cleanup of the site.
4. Civil Design Services:
- a) Prepare preliminary plans and project specifications. The anticipated plan sheets are as follows: cover sheet, key map, plan/profiles, coordinate geometry data, erosion control plans, and associated details.

- b) Prepare final plans and project specifications including front-end bidding/contract documents and technical specifications. City Standard Specifications will be utilized where applicable.
- c) Summarize project quantities and estimate probable construction costs for both preliminary and final plan submittal.
- d) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.
- e) Develop supporting documentation and preparation of a County Use of Right-Of-Way Permit for submission, if required.
- f) Submit drawings and specifications to the Kansas Department of Health and Environment (KDHE), with Waterline Extension permit applications as applicable, for approval.
- g) Notify CLIENT of any easements and right-of-way that may be needed in order to construct the improvements, if determined necessary during design.
- h) Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the Notice of Intent (NOI) Form, if required.

5. Bidding Services:

- a) Advertise PROJECT and distribute bid documents to prospective bidders.
- b) Respond to bidders requests for information during the bidding process.
- c) Maintain bid document holders list.
- d) Attend and assist in facilitating the pre-bid conference, if applicable.
- e) Attend bid opening and prepare bid tabulation.
- f) Provide bid tabulation and notice of award to CLIENT.

6. Construction Administration Services including:

- 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 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.
- d) Review Contractor's material test certifications for compliance with plans and specifications.
- e) 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.
- f) Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
- g) Provide decisions in accordance with the Contract Documents on questions regarding this work.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Make a maximum of one (1) visit to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.

- j) Perform one final construction observation site visit following substantial completion and develop written punch list of remaining items required for final acceptance.
- k) Issue Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

7. Construction Inspection Services including:

- a) 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 general compliance with the project documents (plans, specifications); and maintain project records to document the work.
- b) Provide electronic pdf copy of 'Red-Line' markup images of bid set of plans for the preparation of record drawings of the PROJECT.
- c) Additional scope includes attending the preconstruction meeting, project preparation (set-up, project documents printing), post construction closeout documentation (includes redline drawing completion), inspection quality control (QC), and mileage reimbursement.

8. Materials Testing:

- a) PEC will provide materials testing as noted in this agreement. We understand the required services consist of:
 - i. Field testing of soils, aggregates, concrete, and asphalt
 - ii. Laboratory testing of soils, aggregates, concrete, and asphalt
 - iii. Testing equipment (Nuclear Gauge, Concrete Equipment) and project mileage.
- b) Provide material testing field reports outlining results of services rendered within five (5) days from date of service.

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. Plan revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to “Value Engineering” or “VE”.)
5. Design of any water pump stations or sanitary sewer lift stations.
6. Landscape Design.
7. Platting and/or Zoning change processes.
8. Easement abandonments and dedications.
9. Construction Staking.
10. Alternate designs not specifically listed in the Scope of Services.
11. Storm Water MS-4 permit training and/or management.

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. Environmental Site Assessments.
5. Appraisal and acquisition of easements and right-of-way.

H. PEC’s Fees

1. PEC’s Fee for Scope of Services 1-5 will be on a lump sum basis in the amount of **\$233,530.00**. Fee for Scope of Services 6-8 will be on a standard hourly basis not to exceed **\$291,912.50**. An estimated breakdown of the total aggregate fee is outlined below:

| Scope Items | Off-Site Water | On-Site Water | Stormwater Drain | Paving |
|--------------------|-----------------------|----------------------|-------------------------|---------------|
| 1-5 | \$20,680.00 | \$34,320.00 | \$55,330.00 | \$123,200.00 |
| 6-8 | \$25,850.00 | \$42,900.00 | \$69,162.50 | \$154,000.00 |

2. 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.

EXHIBIT B

