

WORK ORDER NO. 24-01

This Work Order No. 24-01 is made as of this _____ day of _____, 20____, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated June 5, 2023 (the “Master Services Agreement” between City of Arkansas City, KS (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend 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 Preliminary Site Discovery Phase, Conceptual Site Development Master Planning Phase, and Public Engagement Phase services for a 101.75-acre property (CAMA 306 13 0 20 01 001 00 0 01) located in Arkansas City, Cowley County, Kansas, as depicted in Exhibit B.

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 the Preliminary Site Discovery and Conceptual Master Plan services to be completed approximately three (3) months after receiving CLIENT’s notice to proceed.
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. The PROJECT Deliverables shall consist of the following:
 - a) Preliminary Conceptual Development Master Plan
 - b) Final Conceptual Development Master Plan

D. Scope of Services:

1. General Services:
 - a) Attend up to three (3) project review meetings with the CLIENT (virtual).
2. Preliminary Site Discovery Phase:
 - a) Using available public information, research the following background information related to the subject property: environmental factors including historic use of property, soils, drainage patterns, existing plant materials, street circulations, transit stops, and adjacent land uses.

- b) Develop base map to incorporate publicly available data including aerial photography, topography, utility information, floodplain maps, and ownerships.
 - c) Obtain existing utility information (if available) to include the following:
 - i. Sanitary sewer: location, size, and elevations
 - ii. Water: location, size, fire flow, and pressure
 - iii. Electric: location and size
 - iv. Gas: location and size
 - v. Communications: telephone, cable locations
 - d) Request Owners and Encumbrances (O&E) report, if not currently available from the CLIENT.
 - e) Review and summarize the implications on the subject property of long-range planning documents of the authority having jurisdiction (i.e., comprehensive plan, applicable sub-area plans, utility master plans, parks and recreation master plans, housing studies/assessments, etc.).
 - f) Review and summarize zoning requirements including applicable zoning regulations, existing zoning district classification(s), proposed zoning district classifications, annexation processes and requirements, required public hearings, and preliminary zoning-related development schedules.
 - g) Review and summarize subdivision requirements including applicable subdivision regulations and preliminary platting-related development schedules.
 - h) Revise and summarize site plan development requirements if applicable.
3. Conceptual Site Development Master Planning Phase:
- a) Development of one (1) preliminary concept design option in Plan View for the site using results of the Preliminary Site Discovery and CLIENT meetings focused on land allocation and land uses by parcel/tract (not including proposed/conceptual lot boundaries).
 - b) Development of one (1) revised preliminary concept design option per CLIENT's preliminary review.
 - c) Development of one (1) final concept design option per CLIENT's final review and incorporation of Planning Commission and public comments received during the Public Engagement Phase.
4. Public Engagement Phase
- a) Present preliminary concept design at one (1) Planning Commission meeting.
 - b) Develop programming and facilitate presentation of preliminary concept design at one (1) public open house (or equivalent event).
 - c) Create display board(s), presentation materials, and other graphic assets/collateral materials as needed.
 - d) Present final concept design at one (1) City Commission meeting.

E. Additional Responsibilities of Client:

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

1. PROJECT schedule and modifications to the schedule made after the Notice to Proceed.
2. Drawings, studies, reports, and other information available pertaining to the existing site.
3. Provide access to site.
4. Timely response to draft documents.

F. Additional Services:

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

1. Release of electronic files.
2. Engineer's opinion of probable cost for public or private improvements.
3. Meetings in excess of the number identified in the Scope of Services will be performed on an hourly basis, at the rates established on the attached Rate Schedule.
4. Platting, zoning/land use, subdivision (platting) and site plan review processes.
5. 2D/3D renderings/visualizations of concepts in excess of what is included in the Scope of Services.
6. Design of infrastructure improvements.
7. Further analysis of existing utility systems more than what is publicly available.
8. Geotechnical investigation and report with recommendations for grading or pond design, unless included in Scope.
9. Alternate layouts, planning services, and/or enhanced designs not specifically listed in the Scope of Services.
10. Traffic Impact analysis/study.
11. Topographic and ALTA surveys, unless included in Scope.

G. Exclusions:

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

1. Plan review fees and permit fees.
2. Environmental assessments/clearances.
3. Franchise or off-site Utility Design.
4. Railroad/Railway Coordination and Design.
5. Construction Staking, Testing, and Inspection.
6. Outside consultants.
7. 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 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. Unpaid invoices will bear interest at the rate of 18% per annum.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$28,550.00.**
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: _____

Title: _____

Title: _____

Date: _____

Date: _____