

City of Sedgwick
City Council Meeting
September 17, 2025

TO: Mayor and City Council

SUBJECT: Work Order No. 25-03

INITIATED BY: Administration

AGENDA: New Business

Background: The City established a Master Services Agreement with Professional Engineering Consultants, P.A. (PEC) on February 2, 2023. This agreement allows the City to work closely with PEC to develop, review, and create engineers' estimates for projects within the city.

Analysis: The proposed work order is to contract with PEC for the survey, concept planning, and platting services for the residential development located at the corner of NW 96th and Hoover. PEC will begin work within 14 days after receiving the notice to proceed and anticipates having an application for preliminary plat completed within 60 days after receiving approval of a concept plan. For the concept plan, PEC will develop two (2) plans in accordance with the City of Sedgwick subdivision standards based on the desired density and product type. It is important to note that the concept plan will be agreed upon by the Governing Body and the Developer.

This is the first step in the engineering process for the proposed development and will establish the groundwork for the engineering and estimates of infrastructure improvements.

Financial Considerations: Work Order No. 25-03 is for a not to exceed amount of \$29,650. There is authority within the 2025 budget to cover this unbudgeted expenditure.

Recommended Action: It is recommended that the governing body approve Work Order No. 25-03 as presented.

**WORK ORDER NO. 25-03
FOR ENGINEERING SERVICES**

OWNER: City of Sedgwick

ENGINEER: Professional Engineering Consultants, P.A.

REFERENCE: Agreement for Engineering Services

PROJECT: Sedgwick, KS – Hoover Entitlements
PEC Project No. 257088-003

This Work Order No. 25-03 is made _____, 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. 25-03 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
VP Municipal Transportation Engineering

EXHIBIT A

A. Project Description

1. The Project shall consist of survey, concept planning, and platting services for an approximately 38.42 acre property (Quick Ref: R16661) generally depicted on Exhibit B, and located in Sedgwick, Harvey County, Kansas.

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 14 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the application for preliminary plat will be completed within 60 days after receiving approval of concept plan. The concept plan and 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. The Project Deliverables shall consist of the following:
 - a) Concept Plan
 - b) Preliminary Plat
 - c) Final Plat

D. Scope of Services

1. General Scope Items for Survey, Concept Planning, and Platting Services:
 - a) All drawings produced by PEC will be sealed by an Engineer, and/or Surveyor licensed in the State of Kansas where applicable.
 - b) Provide project correspondence and consultation with CLIENT.
 - c) Provide quality control review prior to submission of project deliverables.
2. Survey Services:
 - a) Set inter-visible control points in area of construction. Obtain reference ties.
 - b) Set benchmark within building area for construction.
 - c) Recover sufficient monumentation as required to enable drafting of boundary information.
 - d) Procure Ownership and Encumbrance Report(s) for subject parcel(s).
 - 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 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 flowlines in and out, and pipe size/material.
- i) Boundary survey of the tract. Survey work to include review of a current title report or current deed of record of record for the proposed property, recovering existing property corner monumentation, locating any existing fence.
- j) Create a Certificate of Survey that for the tract that shows conditions found, monuments set, a description of the tract to be used for deeding purposes.
- k) Boundary survey will meet or exceed the Minimum Standards required by the Kansas Board of Technical Professions. Restrictive easements and encumbrances listed in the title report will be delineated on the Certificate of Survey.

3. Concept Planning & Platting Services including:

- a) Concept Planning:
 - i. Develop up to two (2) concept layouts in accordance with City of Sedgwick subdivision standards based on CLIENTs desired density and product type.
 - ii. Attend virtual design meetings with CLIENT as requested.
- b) Platting:
 - i. Acquire and review the plat binder (title work) and address all encumbrances noted therein.
 - ii. Prepare a Preliminary and Final Plat in accordance with City of Sedgwick subdivision standards – based on CLIENT approved concept layout
 - iii. Set block corners.
 - iv. Provide cost estimates, petitions, and petition maps for all proposed infrastructure extensions (water, sanitary sewer, storm drainage and paving), as necessary.

- v. Assist CLIENT with Mylar of the plat and supporting documents for signatures.
- vi. Submit Final Plat and all associated plat documents for recording at Harvey County Register of Deeds.
- vii. PEC will represent CLIENT at up to three (3) public meetings, as requested.

E. Additional Responsibilities of CLIENT

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

- 1. Modifications to the schedule made after the Notice to Proceed.
- 2. Drawings, studies, reports, and other information available pertaining to the existing site.
- 3. AutoCAD files of site layout, including electronic files if available.
- 4. Provide access to site.
- 5. Timely response to draft documents.

F. Additional Services

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

- 1. Production of as-builts or release of electronic files.
- 2. Additional meetings will be performed on an hourly basis.
- 3. Rezoning assistance/services.
- 4. Drainage plan.
- 5. Easement and right-of-way acquisition.
- 6. Design of any infrastructure improvements.
- 7. Analysis of existing utility systems.
- 8. Design of site improvements.
- 9. Design of off-site improvements.
- 10. Geotechnical investigation and report with recommendations for grading or pond design, unless included in Scope.
- 11. Alternate layouts and planning services not specifically listed in the Scope of Services.
- 12. Traffic Impact analysis.
- 13. Railroad/Railway Coordination.
- 14. Entry Monument design.
- 15. Zone Change Services
- 16. ALTA Survey.
- 17. Topographic or ALTA/NSPS Land Title Survey.
- 18. Construction Phase Services: Construction Staking, Testing and Inspection.

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 Utility Design.
4. Railroad/Railway Design.
5. Outside consultants.
6. Tree Survey/Identification Service.
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's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$29,650.00**, plus Reimbursable Expenses. CLIENT agrees to pay each invoice within 30 days after receipt. PEC reserves the right to suspend the Services and withhold deliverables if the CLIENT fails to make payment when due.
2. Reimbursable Expenses shall include Permit Fees, Printing Fees, Application Fees, and Recording Fees.
3. CLIENT agrees that the mylar will not be submitted to the Register of Deeds office until contract is paid in full.
4. 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

