

CONTRACT
for
ENGINEERING SERVICES TO BE PERFORMED PRIOR
TO THE FILING OF A FINAL PLAT

between
THE CITY OF WICHITA, KANSAS

and

Shuman W Smith

THIS CONTRACT made this 19th day of August,
1980, between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter

called the

"CITY"

and

Shuman W Smith

Party of the Second Part, hereinafter

called the

"DEVELOPER"

WITNESSETH:

WHEREAS, the DEVELOPER has filed a preliminary plat of
Northwest Village with the CITY and the
same has been approved; and

WHEREAS, the DEVELOPER is desirous of expediting the completion of the development of Northwest Village; and

WHEREAS, in order to accomplish the expedition of the development of Northwest Village, the DEVELOPER is willing to agree to reimburse the CITY its engineering costs if certain events set forth herein do not occur within the time frame set forth herein; and

WHEREAS, the CITY, in order to accommodate the DEVELOPER'S desire to expedite the development of Northwest Village is willing to provide engineering services conditioned upon the DEVELOPER'S agreement to reimburse the CITY its costs for services provided if certain events set forth herein do not occur within the time frame set forth herein;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. THE CITY AGREES:

The CITY agrees, as an accommodation to the DEVELOPER'S desire to expedite the development of Northwest Village to proceed to prepare final engineering plans and specifications and to perform all other engineering services that must be performed before bids can be let for the construction of lateral sanitary sewers to serve Lot 1 and Lots 4 through 19 inclusive, Block 1, Lots 1 and 2, Block 2, and Lots 1 through 13 inclusive, Block 3, all in the proposed plat of Northwest Village.

Said services to be provided in a time frame that will permit the letting of bids for said improvements as soon as possible after all conditions set forth in Section II B herein have been complied with.

II. THE DEVELOPER AGREES:

- A. To provide right of entry to CITY engineering personnel for purposes of performing field surveys and inspections.
- B. To reimburse the CITY its costs for preparing plans and specifications and performing other engineering services as set forth herein unless the following conditions have occurred within six (6) months from the date this agreement is entered into.
 1. Compliance by the DEVELOPER with the procedure for providing reasonable assurances as set forth in "Development Policy for Public Improvements" A.R. 31, Revised September 8, 1976, of the Administrative Regulations of the City of Wichita, Kansas; and
 2. Approval by the governing body of the City of Wichita, Kansas, of the final plat of _____
_____ Northwest Village _____; and
 3. Adoption by the governing body of the City of Wichita, Kansas, pursuant to K.S.A. 12-6a04 of a Resolution authorizing the improvements within _____ Northwest Village _____ as set forth herein; said Resolution to be based upon a valid petition submitted by DEVELOPER.

- C. The CITY'S costs, for purposes of being reimbursed by the DEVELOPER, shall be based upon a factor of 1.62 of the actual salary of each engineering employee who performs services in connection with this project times hours worked. The CITY, upon the expiration of six (6) months, if the conditions set forth in paragraph II B herein have not occurred, shall provide the DEVELOPER with a detailed billing. Any amount due under said billing shall be paid by the DEVELOPER to the CITY within ten (10) days of the receipt of said billing.
- D. In addition, the DEVELOPER shall reimburse the CITY for costs incurred by the City of Wichita, whether or not the conditions in II B herein have occurred, that result from a material or substantial change between the preliminary plat and the final plat if the CITY, as a result of said material or substantial change, is required to revise, amend or supplement the work or services performed herein.
- E. The DEVELOPER, commensurate with the execution of this agreement, shall provide the CITY with a Letter of Credit in a form acceptable to the CITY that provides that the CITY shall have a right to draw on said Letter of Credit if the DEVELOPER fails to reimburse the CITY its costs as set forth herein.
-

Said Letter of Credit shall be in an amount equal to one hundred per cent (100%) of the estimated cost of services to be performed by the CITY herein.

III. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the original tracings for the final engineering plans and other pertinent drawings and documents pertaining to the PROPOSED PROJECT shall become the property of the CITY upon completion or termination of this agreement and there shall be no restriction or limitation on their further use by the CITY.
- B. Any written notice required to be given under the terms of this agreement shall be deemed sufficient if mailed, postage prepaid and certified, to the parties entitled to receive such notice and addressed as follows:

CITY: Department of Engineering
City of Wichita.
455 North Main Street
Wichita, Kansas 67202

DEVELOPER: *Shuman W Smith*
11216 W Maple
Wichita Kan
67209

- C. Any dispute as to whether an item of cost relates to work or services necessitated by differences between the preliminary plat and the final plat of _____
Northwest Village shall be resolved by the City Engineer of the City of Wichita and his decision shall be final and binding upon the DEVELOPER and the CITY.

D. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

CITY OF WICHITA, KANSAS

By: *Robert G. Knight*
ROBERT G. KNIGHT Mayor

ATTEST:

Donald C. Gisick
Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker ^{2 RP}
John Dekker, Director of Law

(NAME OF DEVELOPER)

By: *Shannon W. Smith*

ATTEST:
