

**CONTRACT**  
for  
**JANITORIAL SERVICES FOR VARIOUS BUILDINGS -**  
**GROUP 12**

**BLANKET PURCHASE ORDER NUMBER BP840102**

**THIS CONTRACT** entered into this 20<sup>th</sup> day of November 2018 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **P & P SERVICES** (Vendor Code Number 831642-002), whose principal office is at P.O. Box 782363, 1701 N. Rocky Creek Court, Wichita, Kansas, 67230, and whose telephone Number ~~(316) 838-3828~~, hereinafter called "**VENDOR**".

**WITNESSETH:**

316-655-8600 (JP)

**WHEREAS**, the **CITY** has solicited bids for **Janitorial Service for Various Buildings** (Formal Proposal – FP840064) [Commodity Code Number 91039]; and

**WHEREAS**, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP840064 [Commodity Code Number 91039], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP840064 shall be considered a part of this contract and are incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

**\*Vendor Will Provide Consumables and Supplies\***

Also incorporated by reference herein is the attached **Exhibit B – Performance – Based Contracting Program Statement of Partnership Expectations Between City of Wichita and Contractor**.

2. **Compensation.** CITY agrees to pay to **VENDOR** the following pricing for **Janitorial Services for Various Buildings – Group 12** for Formal Proposal – FP840064 [Commodity Code Number 91039] for the Public Works & Utilities Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of September 7, 2018, and as approved by the City Council on November 20, 2018.

Location	Weekly Rate
<b>Group 12</b>	
Mid America All Indian Center	\$494.00

3. **Term.** The term of this contract shall be from **December 1, 2018 through November 30, 2019** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **Ten Thousand Dollars (\$10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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**The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.**

**6. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**7. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**8. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**9. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**10. Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

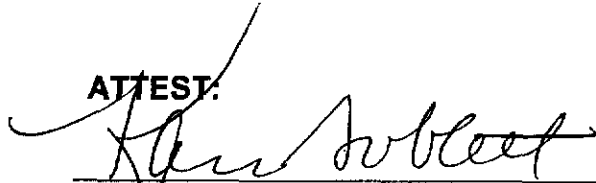
11. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

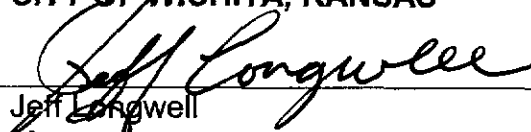
**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**




Jamie Buster  
Deputy City Clerk


**CITY OF WICHITA, KANSAS**

  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

  
Jennifer Magana  
City Attorney & Director of Law

**P & P SERVICES**

  
Signature

Joseph F. Patrick Jr.  
Print Signature Name

owner  
Title (Owner or Sole Proprietor)

## EXHIBIT A

### REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**EXHIBIT B**  
**PERFORMANCE-BASED CONTRACTING PROGRAM**  
**STATEMENT OF PARTNERSHIP EXPECTATIONS BETWEEN CITY OF WICHITA**  
**AND CONTRACTOR**

**REQUEST FOR PROPOSAL FP840064**  
**JANITORIAL SERVICES for VARIOUS BUILDINGS**

This is a performance-based contract where the city is investing in a cleaning strategy that combines expected results and a partnership with service providers. The foundation of a performance-based relationship is mutually shared consequences and accountability.

Measurement of the performance and constant improvement of both the city's and the contractor's systems are the common focus. For the contract duration, the contractor will provide services which will obtain results, rather than focus on tasks and frequencies.

The contractor is free to adjust the cleaning operation as they deem necessary to accomplish the strategy. The city will pay contracted fees for work that **MEETS** or **EXCEEDS** the expected results. The city **will not** pay for services that do not meet the expected results.

**Communication Requirements**

Communication is key in a successful partnership, city and contractor should be prepared to participate in meetings and document performance in writing through the following methods:

1. Partnering meetings: The contractor is required to attend at least one partnering meeting with the city after the Post-Award conference. The initial meeting should be used to discuss specific Quality Control details for assigned facilities. Subsequent partnering meetings may occur within 60 days of the contract renewal date annually to discuss performance during current term and any modifications or changes in work assignments that may be required. Other sessions may take place during the course of the contract at the option of either party.
2. Quality Control meetings: Hold meetings between the contractor and the facility manager/designee on a quarterly basis. A meeting may be called at any time by either party in order to address any issues that are consistently occurring and not being resolved. Results from inspections/audits for the previous period will be reviewed and the Quality Control procedures will be reviewed at each meeting to ascertain if those procedures require any modifications or revisions.

Minutes should be recorded by a city staff member at ALL meetings that will include at a minimum: date, names of present individuals, overview of previous



action items/resolutions, and any new action items to be addressed with estimated timelines to complete.

Copies of minutes shall be retained in contract file and provided to the contractor upon request.

Additional sessions may take place during the course of the contract at the option of either party.

3. Inspection/Audit: The contractor should have a Quality Control (QC) person who checks work and documents any issues/concerns. Inspections shall be performed by the contractor on a weekly basis. Copies of signed inspection reports shall be provided to the city within 3 days of inspection.
4. Reports of any vandalism, other damages, or building maintenance issues shall be made within 24 hours to designated city staff.

### **Quality Control**

Contractor shall establish, implement and maintain a proactive Quality Control Plan. The contractor's Quality Control Plan shall reflect and incorporate both quality control processes and quality assurance practices described in the technical proposal. The contractor shall implement a quality control program to meet or exceed the performance standards in this contract. The contractor's plan shall describe how the contractor will utilize its quality control to optimize performance and customer service. The plan will address the following:

- Quality control system;
- Responsible person(s);
- Methods and frequencies of inspections; and
- Follow-up procedures, early recognition and correction of deficiencies;

The Quality Control Plan should be provided to the City within 14 days after initial Partnering meeting. This plan serves as a guide for how work will be performed in order to achieve expected results.

### **Performance Evaluation and Work Correction Plan**

The city and contractor will partner to manage performance requirements throughout the contract term and ensure desired outcomes are met.

Each contractor will be allowed a transition period of 30 days from the date of first service provided in order to become familiar with the performance standards and allow time for minor resource/process adjustments. This allows for a period of relationship building between the parties in order to establish a productive and efficient partnership. After the initial transition period, performance evaluation and work correction will be followed as described below:

Performance will be assessed utilizing the following:

- Monthly building inspection reports collected from Facility Managers;
- Information provided by Facilities Management staff;
- Valid/recurring complaints from building staff and/or visitors;
- Audit/Inspection reports provided by contractor.

The contractor may have the opportunity to correct non-conforming services at no additional cost to the city by re-performing the work.

The contractor shall follow the protocols as defined below for response to issues reported by city staff

1. Respond to all Facility Manager/designee monthly inspection reports indicating deficiencies in writing no later than two (2) days after inspection report is received from city.
2. Correct all other reported complaints, (either written or verbal) within the same working day. All verbal requests for corrections will be followed up in writing by city staff.

Acceptability will be determined by reviewing the location and measuring performance based on the key outcomes outlined in this Exhibit. For each performance measure, feedback will be given if the measures are acceptable, acceptable with issues noted, or unacceptable. If more than one measure is rated as unacceptable, then the review will be considered unacceptable.

### **Remedies for Unacceptable Performance**

If there are more than three consecutive reviews at one site that are considered unacceptable, the contractor will be notified in writing and the city may execute the following remedies (in this order):

- Place the contractor on probation.
- Re-assign specified work to a different contractor.
- Terminate the agreement.

**All scheduled meetings shall be held between the parties at the minimum number of occurrences as listed in this Exhibit. Any meetings that cannot be held should be rescheduled at the next available date in order to meet the minimum communications guidelines.**

**All documentation of contractor performance will be kept on file and may be utilized in the consideration of any future work that may be requested by the city.**

### **Performance Metrics**

Includes all areas and surfaces from interior surface of exterior walls, and floor to ceiling to include glass and windows, less interior square footage of rooms or areas that are not to be cleaned.

1. Flooring: Includes all flooring, regardless of where located. Floors should be disinfected in kitchen and bathroom/locker room/shower areas as required.

All flooring will be free of obvious dirt, dust, debris and residual matter. This includes flooring in elevators, entryways, stairways, and landings.

Carpeting: Carpeted surfaces shall be free of obvious dirt, dust, and other debris & residual matter. Any movable objects (chairs, waste receptacles, tables, wheeled tables, walk off mats, typing stands, boxes, etc.) are to be returned to original location. Carpet spot and spill removal. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned spots should blend with adjacent areas of carpet.

Restorative carpet cleaning to remove residues and trapped soils to ensure a there is no soil buildup or dullness of the carpet. Carpets should be dry within 12 hours or less to protect against mold and mildew.

Floors and Thresholds: Maintain and clean floor surfaces (hard surface floors) and baseboards, so they are free of marks, dirt, and other foreign matter. Maintain all resilient and hard floor areas so they are clean, disinfected, and have a uniform appearance without unsightly finish buildup on floor, baseboard, or walls.

2. Surfaces: All horizontal and vertical surfaces, including fixtures, will be free of dust, spots, streaks, and water marks on any surface. All fixtures, counters, ledges, edges, shelves, exposed pipes partitions, door frames, tops of file cabinets, etc. are to be dust free. Disinfection of surfaces and fixtures should be applied as required in bathrooms, locker rooms, breakrooms and kitchens. All metal fixtures should be polished as required to maintain bright appearance.

Clean and Disinfect Walls, Doors, Partitions and Handrails: Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails.

Water fountains are to be fully cleaned and disinfected as required.

Employee desks are **not** to be cleaned due to security reasons.

Upholstered Furniture is to be free of dust, debris, spots, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing.

Glass/Mirrors/Windows: Clean all glass, mirrors, interior and external surfaces of lobby/entry glass, interior, and exterior surface of exterior doors, so it is free of dust, smudges, handprints, soil substances, streaks, window frames, window tracks, and spots.

High Cleaning: All cubicle walls, overhead cabinets, file cabinets; tall desk storage cabinets are to be free of dust and spots.

Clean Air Bars and Vents: Vacuum excess dust and dirt from air bars and vents.

3. Solid Waste and Recyclable Materials: Collect all recycle and waste materials and place in their respective collection containers. Waste and recycle material should not accumulate in individual receptacles. The collection area for the waste and recycle materials shall be maintained free of debris and the collection container shall not be allowed to overflow. All collection containers are to be returned to original location. Refer to applicable Facility Data sheet(s) for specific facility instructions.

4. **Consumables Dispensers:** All consumable dispensers must be replenished as required. The contractor is responsible for obtaining and maintaining appropriate consumables for their assigned facilities.

**Miscellaneous Responsibilities:**

- Light only in areas where you are performing work.
- All keys, codes and any other building access information shall be handled with the highest regard for safety and security protocols.

**CONTRACT AMENDMENT**

**for**

**JANITORIAL SERVICES FOR VARIOUS BUILDINGS – GROUP 12**

**Contract 18840102 (former # BP840102)**

**THIS CONTRACT AMENDMENT** is entered into this 6<sup>th</sup> day of July 2020, by and between the **City of Wichita, Kansas**, a Municipal Corporation, hereinafter called "**CITY**", and **Joseph Patrick (P and P Services)**, PO Box 782363, Wichita, Kansas 67278, hereinafter called "**VENDOR**".

**WHEREAS**, on the 20th day of November, 2018, the above-named parties entered into a contract for **Janitorial Services for Various Buildings – Group 12** for the Public Works & Utilities Department, Building Services Division as per the proposal and specifications on September 7, 2018, and as approved by the City Council on November 20, 2018, and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 20<sup>th</sup> day of November, 2018, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change:

<u>Description</u>	<u>Unit Cost per Month</u>
<b>Effective July 6, 2020</b> Add Janitorial Services at City Arts, 334 N. Mead, Wichita, KS, as per specifications for Formal Proposal FP840064.	<b>\$2,300.00</b>

The new Exhibit A and B are incorporated into this contract as if fully set forth here. You will find some of their terms redundant with your base contract language, or that they provide further explanation, but that they are not in conflict. Therefore, although these Exhibits are mandatory additions to your contract and its amendments, the City does not ask that contract be otherwise be altered.

**Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

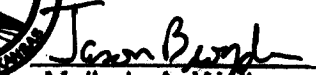
IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

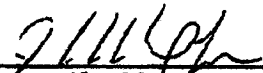
  
Jamie Buster  
Deputy City Clerk



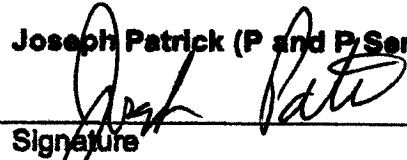
THE CITY OF WICHITA

  
for Melinda A. Walker  
Purchasing Manager

APPROVED AS TO FORM:

  
Jennifer Magena  
City Attorney and Director of Law

Joseph Patrick (P and P Services)

  
Signature

JOSEPH PATRICK  
Print Signature Name

OWNER  
Title (Owner or Sole Proprietor)

**EXHIBIT A**  
**CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.  
  
City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the

termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.



**EXHIBIT B**  
**CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.



P & P Services  
PO Box 782363  
Wichita, KS 67278

August 12, 2020  
18840102

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated November 20<sup>th</sup>, 2018, with your firm to provide **Janitorial Services for Various Buildings – Group: 12**, {Commodity Code Number – 91039} (Formal Proposal – FP840064) for the Public Works & Utilities Department of the City of Wichita. This is to be per your proposal and the specifications of September 7, 2018, and as approved by the City Council on November 20, 2018.

The renewal of this contract and its contract amendments shall be for a one (1) year period, from **December 1, 2020 through November 30, 2021**, under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

**Incorporation.** The new attached exhibits A and B are incorporated into this contract as if fully set forth here.

**We ask that a current Janitorial Honesty Bond and a Certificate of Insurance for Automobile Liability for your company be submitted to our office. The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and an additional insured.**

If you are in full agreement with the renewal of this contract, **please have the president or a corporate officer of your company sign and return this letter to our Purchasing Office with your insurance certificate and Janitorial Honesty Bond.** Please retain a copy for your files.

Sincerely,

*Hannah Lang for*

Melinda A. Walker  
Purchasing Manager

MAW/LH/vc

P & P SERVICES

*Joseph F. Patrizi Jr.*  
\_\_\_\_\_  
Signature

*OWNER*  
\_\_\_\_\_  
Title (President or Corporate Officer)

*Joseph F. Patrizi Jr.*  
\_\_\_\_\_  
Print Name

*316-655-8600*  
\_\_\_\_\_  
Telephone Number

August 12, 2020

Subject: Janitorial Bond/Certificate of Insurance

TO: Melinda Walker

I believe in the last few weeks my insurance agent sent all of the above insurance items in subject.

A handwritten signature in black ink, appearing to read "Joe F. Patrick Jr.", written in a cursive style.

Joseph F. Patrick Jr.

P and P Services

RECEIVED  
AUG 31 2020  
PURCHASING

**CONTRACT AMENDMENT**

for

**JANITORIAL SERVICES FOR VARIOUS BUILDINGS – GROUP 12**

**Contract 18840102**

**THIS CONTRACT AMENDMENT** is entered into this 27<sup>th</sup> day of August 2020, by and between the **City of Wichita, Kansas**, a Municipal Corporation, hereinafter called "**CITY**", and Joseph Patrick (**P and P Services**), PO Box 782363, Wichita, Kansas 67278, hereinafter called "**VENDOR**".

**WHEREAS**, on the 20th day of November, 2018, the above-named parties entered into a contract for **Janitorial Services for Various Buildings – Group 12** for the Public Works & Utilities Department, Building Services Division as per the proposal and specifications on September 7, 2018, and as approved by the City Council on November 20, 2018, and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 20<sup>th</sup> day of November, 2018, and its executed contract amendment dated July 6, 2020, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change:

<u>Description</u>	<u>Unit Cost per Month</u>
<b>Effective August 18, 2020</b>	
Add Janitorial Services for Warren Theatres Parking Garage Staircases: Clean inside/outside of North Elevator; sweep/disinfect/mop both staircases on north/south sides of parking garage and both lower landing entrances to staircases; wipe sides of staircases; Monday – Friday daily cleaning, as per specifications for Formal Proposal FP840064.	<b>\$875.00</b>

**Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:



THE CITY OF WICHITA

*Jamie Buster*  
Jamie Buster  
Deputy City Clerk

*Melinda A. Walker*  
Melinda A. Walker  
Purchasing Manager

APPROVED AS TO FORM:

*J. Magana*  
Jennifer Magana  
City Attorney and Director of Law

Joseph Patrick (P and P Services)

*Joseph Patrick*  
Signature

JOSEPH PATRICK  
Print Signature Name

OWNER  
Title (Owner or Sole Proprietor)



P & P Services  
1701 N. Rocky Creek Ct.  
PO Box 782363  
Wichita, KS 67278

September 8, 2022  
18840102

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated November 20<sup>th</sup>, 2018, with your firm to provide **Janitorial Services for Various Buildings – Group: 12**, {Commodity Code Number – 91039} (Formal Proposal – FP840064) for the Public Works & Utilities Department of the City of Wichita. This is to be per your proposal and the specifications of September 7, 2018, and as approved by the City Council on November 20, 2018.

The renewal of this contract and its contract amendments shall be for a one (1) year period, from **December 1, 2022 through November 30, 2023**, under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

**Incorporation.** The new attached exhibits A and B are incorporated into this contract as if fully set forth here.

**We ask that a current Janitorial Honesty Bond and a Certificate of Insurance for Automobile Liability for your company be submitted to our office. The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and an additional insured.**

If you are in full agreement with the renewal of this contract, **please have the president or a corporate officer of your company sign and return this letter to our Purchasing Office with your insurance certificate and Janitorial Honesty Bond.** Please retain a copy for your files.

Sincerely,

*Lee Ann Hendricks*

*for* Melinda A. Walker  
Purchasing Manager

MAW/LH/vc

P & P SERVICES

*Joseph F. Paton Jr.*  
\_\_\_\_\_  
Signature

*Joseph F. Paton Jr.*  
\_\_\_\_\_  
Print Name

*OWNER*

\_\_\_\_\_  
Title (President or Corporate Officer)

*316-655-8600*  
\_\_\_\_\_  
Telephone Number



Joseph Patrick  
dba P & P Services  
1701 N. Rocky Creek Court  
PO Box 782363  
Wichita, KS 67278

November 22, 2023

Contract 18840102

Dear Mr. Patrick:

The City of Wichita wishes to **extend** its contract dated November 20, 2018, with your company to provide **Janitorial Services for Various Buildings – Group 12** (Formal Proposal – FP840064) for the Public Works & Utilities Department of the City of Wichita. This is to be per your proposal and the specifications of September 7, 2018, and as approved by the City Council on November 20, 2018.

The **extension** of this contract and its executed amendments shall be for a five (5) month period, from **December 1, 2023, through April 30, 2024**, under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance and a current Janitorial Honesty Bond be submitted to our office. The City of Wichita, 455 N. Main, Wichita, Kansas, 67202 is to be listed as the Certificate Holder and named as an Additional Insured in the Description of Operations section of the certificate.

The attached Exhibits A and B are now mandatory addenda to all City Purchasing contacts. They are incorporated into this renewal of the original contract by reference, and acceptance of this contract renewal acts as an acceptance of these additional terms.

If you are in full agreement with the extension of this contract, **please have the owner or sole proprietor of your company return a signed copy of this letter to our Purchasing Office with your insurance and honesty bond.** An executed copy will be returned to you when approved and fully signed.

CITY OF WICHITA, KANSAS

JOSEPH PATRICK DBA P & P SERVICES

Brandon J. Whipple, Mayor

Signature

ATTEST:

Jamie Buster  
City Clerk



Print Signature Name

Title (Owner or Sole Proprietor)

APPROVED AS TO FORM:

Jennifer Magana  
City Attorney and Director of Law

**EXHIBIT A**  
**CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgewick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City



reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

**EXHIBIT B**  
**CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.