

**CONTRACT**  
**for**  
**ON CALL ARCHITECTURAL/ENGINEERING & RELATED**  
**SERVICES**

**BLANKET PURCHASE ORDER NUMBER BP840112**

**THIS CONTRACT** entered into this 27<sup>th</sup> day of November, 2018 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **LAW/KINGDON INC. DBA LAW KINGDON ARCHITECTURE** (Vendor Code Number [REDACTED]) whose principal office is at 345 Riverview, Suite 200, P O Box 1094, Wichita, Kansas 67203-7203, Telephone Number (316) 268-0230, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP840061) [Commodity Code Number 91844]; 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 – FP840061 [Commodity Code Number 91844], 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 – FP840061, shall be considered a part of this contract and is 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.

2. **Compensation.** **CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP840061 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit B** as compensation per **VENDOR'S** proposal of August 24, 2018 and as approved by the City Council on November 27, 2018.

**Hourly Rates:** The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by **VENDOR** in Formal Proposal FP840061as Hourly Fee Schedules. Project fees shall not exceed \$50,000 for each project with a total not to exceed \$250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the **VENDOR** to proceed.

**Reimbursable expenses markup as per proposal**

**3. Term.** The term of this contract shall be from **November 27, 2018 through November 30, 2019**, with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both 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. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or 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.

**5. 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**.

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

**7. 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**.

8. **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.

9. **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.

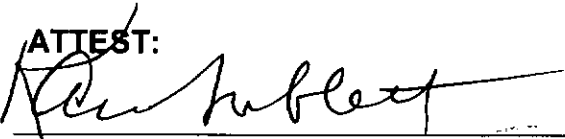
10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

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

12. **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:**

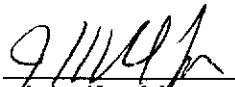
  
\_\_\_\_\_  
Jamie Buster  
Deputy City Clerk




**THE CITY OF WICHITA**

  
\_\_\_\_\_  
Jeff Langwell  
Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jennifer Magana  
City Attorney & Director of Law

**LAW/KINGDON INC. DBA LAW  
KINGDON ARCHITECTURE**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Signature Name

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

## 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.

## Fees

### Hourly Fee Schedule

The following outlines the hourly fee schedule for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions.

#### Architectural:

• Principal	\$150.00
• Project Manager/Administrator	\$110.00
• Project Architect	\$100.00
• Architectural Technician	\$ 90.00
• Architectural Draftsman	\$ 85.00
• Interior Designer	\$ 90.00
• Landscape Architect	\$105.00

#### Civil Engineering:

	Garver	MKEC	Baughman
• Civil Project Manager	\$185.00	\$165.00	
• Civil Engineer	\$122.00	\$148.00	\$ 90.00
• Civil Technician	\$105.00	\$109.00	
• Survey Manager	\$115.00	\$119.00	
• Licensed Surveyor	\$100.00	\$109.00	
• Two-man crew	\$228.00	\$165.00	

#### Structural Engineering:

	DWA	MKEC	DBE
• Structural Project Manager	\$150.00	\$165.00	
• Structural Engineer	\$ 95.00	\$148.00	\$125.00
• Structural Technician	\$ 65.00	\$109.00	

#### Mechanical Engineering:

	LK	MKEC	ICE
• Mechanical Project Manager	\$165.00	\$165.00	\$125.00
• Mechanical Engineer	\$110.00	\$148.00	\$100.00
• Mechanical Technician	\$ 90.00	\$109.00	\$ 85.00

#### Electrical Engineering:

	LK	MKEC	ICE
• Electrical Project Manager	\$165.00	\$165.00	\$125.00
• Electrical Engineer	\$110.00	\$148.00	\$100.00
• Electrical Technician	\$ 90.00	\$109.00	\$ 85.00

#### Plumbing Engineering:

	LK	MKEC	ICE
• Plumbing Project Manager	\$165.00	\$165.00	\$125.00
• Plumbing Engineer	\$110.00	\$148.00	\$100.00
• Plumbing Technician	\$ 90.00	\$109.00	\$ 85.00



Law/Kingdon, Inc.  
dba Law/Kingdon Architecture  
345 Riverview, Suite 200  
Wichita, KS 67203-7203

November 1, 2019  
**BP840112**

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated November 27, 2018, with your firm [Vendor Code Number – ████████001] to provide **On-Call Architectural/Engineering & Related Services** {Commodity Code Number – 91844} (Formal Proposal – FP840061) for Various Departments, Boards and Agencies of the City of Wichita. This is to be per your proposal and the specifications of August 24, 2018, and as approved by the City Council on November 27, 2018.

The renewal of this contract shall be for a one (1) year period, from **December 1, 2019 through November 30, 2020**, with an option to renew under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

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 one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker  
Purchasing Manager

MAW/HL/lk  
Attachment

**LAW/KINGDON, INC.**  
**DBA LAW/KINGDON ARCHITECTURE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Telephone Number