

CONTRACT
for
ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

and

INLAND INVESTMENT CO., INC.

THIS CONTRACT made this 28th day of August, 1980,
by and between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter

called the

"CITY"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

Party of the Second Part, hereinafter

called the

"CONSULTANT"

and

INLAND INVESTMENT CO., INC.

Party of the Third Part, hereinafter

called the

"DEVELOPER"

WITNESSETH:

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

WHEREAS, the CITY, in the event the final plat of Northwest Village Addition is approved by the governing body of the City of Wichita, Kansas, intends to construct certain street and drainage improvements within said Addition, more fully described as follows:

Street Improvements: Thurman Street from the East Line of Tyler Road to the East Line of Northwest Village Addition. Robin Road from the North Line of Thurman Street to the North Line of Northwest Village Addition.

Storm Drain Improvements: Storm water sewer system to serve all Blocks and Lots within Northwest Village Addition. *SWS #204*

The total of all improvements designated above to be referred to hereinafter as the "PROJECT"; and

WHEREAS, the CONSULTANT is desirous of performing the work and furnishing the services necessary to develop the plans, specifications and cost estimates for the PROJECT; and

WHEREAS, the CITY is authorized by law to employ consulting engineers to assist in the preparation of plans, specifications and estimates of cost for the PROJECT;

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

I. SCOPE OF SERVICES:

The CONSULTANT shall furnish engineering and technical services as required to develop the plans, supplemental specifications and cost estimates for the PROJECT in the format and detail required by the Department of Engineering, City of Wichita.

Specific tasks to be performed by the CONSULTANT shall include the following:

A. PHASE I - PRELIMINARY PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Preliminary Plans for the PROPOSED PROJECT based on the preliminary concepts approved by the CITY during the Platting Phase.

1. Field Surveys. Provide engineering and technical personnel and survey equipment to obtain survey data as required for engineering design to supplement field surveys obtained from the DEVELOPER for the PROJECT.
2. Soils and Foundation Investigations. When authorized by the CITY direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The CONSULTANT'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the CITY for the accuracy and competence of their work.
3. Preliminary Street Profiles. Prepare preliminary street grades for Northwest Village Addition to conform to drainage patterns developed during the platting phase.

Preliminary street grades are to be reviewed with the CITY by the CONSULTANT for approval prior to proceeding.

B. PHASE II - FINAL PLAN DEVELOPMENT

When authorized by the CITY proceed with development of Final Plans for the PROJECT in accordance with the Preliminary Plans as agreed upon at office review.

1. Prepare final engineering plans, supplemental specifications and cost estimates.
 - a. Technical specifications shall in general follow the CITY'S Standard Specifications supplemented as necessary to suit PROJECT requirements.
2. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title legal descriptions.

II. THE CONSULTANT AGREES:

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in "SCOPE OF SERVICES".
- B. To attend meetings with the CITY and other state and federal agencies as necessitated by the PROJECT.
- C. To make available during regular office hours at its Wichita office all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To notify the CITY when work on the PROJECT is completed to the point that an Office Check can be made; to furnish two (2) sets of plans

for the CITY to use for Office Check; and upon receipt, to expeditiously complete all changes, modifications and corrections resulting from the Office Check.

- E. To deliver to the CITY the original tracings of the completed plans for the PROJECT; such tracings to become the property of the CITY.
- F. To submit to the CITY an Engineer's unit price cost estimate for the PROJECT incorporating all items of work included in the plans; said cost estimate to be based on unit cost data provided by the CITY for like work in this area.
- G. To save and hold harmless the CITY against all suits, claims, damages and all losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants and employees or subcontractors occurring in the performance of its service under this contract, and for which the CONSULTANT is legally liable.
- H. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT that were relevant to method of payment, and to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- I. To comply with all federal, state and local laws, ordinances and regulations applicable to the work including Title VI of the Civil

Rights Act of 1974, and to comply with the Affirmative Action Program of the City of Wichita, Kansas, as set forth in Exhibit "A" attached hereto which is hereby adopted by reference as though fully set forth herein.

- J. To accept compensation for the work described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

- K. To complete and deliver preliminary plans, specifications and estimates to the CITY within the time allotted for each PROJECT or PROJECTS as stipulated below except that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT:
 - 1. Project for Storm Water Sewer Improvements within 40 days after notice to proceed.

 - 2. Project for Street Improvements within 50 days after notice to proceed.

- L. 1. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, and/or other work or material prepared and furnished by the CONSULTANT under this agreement.

2. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, cost estimates and other work or material prepared and furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, prepared and furnished by CONSULTANT, shall be free from material errors, omissions or negligence of CONSULTANT, its agents, employees and subcontractors.

M. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000, subject to deductible of \$25,000.

In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all states" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory

Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of the CONSULTANT, its agents, employees or subcontractors, in the performance of CONSULTANT services under this agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Agreement.

The CONSULTANT shall furnish the CITY with copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

III. THE CITY AGREES:

- A. To furnish all available data and field surveys pertaining to the PROJECT now in the City Engineer's Office.
- B. To provide standards as required for the PROJECT.
- C. To provide Soils Surveys and Tests as required.

D. To pay the CONSULTANT, according to the provisions of Article V, such sums, if any, as are required to be paid by the CITY pursuant to said Article V, for work or services performed by CONSULTANT hereunder.

IV. THE DEVELOPER AGREES:

- A. To provide right of entry for CONSULTANT'S personnel in performing field surveys and inspections.
- B. To pay the CONSULTANT, according to the provisions of Article V, such sums, if any, required to be paid by the DEVELOPER pursuant to said Article V, for work or services performed by CONSULTANT hereunder.

V. PAYMENT PROVISIONS:

- A. The payment due the CONSULTANT upon completion of the work or services to be performed by CONSULTANT pursuant to this agreement shall be based on a percentage of the PROJECT Construction Contract amount (or price). The percentage shall be calculated to the nearest 0.10% based on the following table:

| <u>Construction Contract Amount</u> | <u>Fee (%)</u> |
|-------------------------------------|----------------|
| \$100,000 | 7.8 |
| \$200,000 | 6.8 |
| \$400,000 | 6.1 |

B. It shall be the obligation solely of the DEVELOPER to pay such sums as are due the CONSULTANT under paragraph A of this Article or under paragraph A of Article VI, and the CITY shall have no obligation to pay the CONSULTANT for work or services performed hereunder, except as provided in paragraph C hereinbelow.

C. In the event of the happening of all of the following:

1. Compliance by the DEVELOPER with the procedure for providing reasonable assurances as set forth in "Development Policy for Public Improvements", AR 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 Addition; and
 3. Adoption by the governing body of the City of Wichita, Kansas, pursuant to K.S.A. 12-6a04 (2), of a resolution authorizing the improvements within Northwest Village Addition as set forth herein; and
 4. Completion by the CONSULTANT, in the manner set forth herein, of all work or services to be performed by CONSULTANT under this agreement; and
 5. Compliance by CONSULTANT with paragraph M of Article II herein;
- the CITY shall be responsible for and shall pay to the CONSULTANT those sums due the CONSULTANT under paragraph A of Article V,

and the responsibility of the DEVELOPER for payment of such sums shall cease; PROVIDED, HOWEVER, that if the final plat of Northwest Village Addition as approved by the governing body of the City of Wichita, Kansas, differs in any material and substantial way from the preliminary plat of said Addition that has been submitted by the DEVELOPER and, by virtue of such difference or differences, CONSULTANT is required to change, revise, amend or supplement the work or services performed by it hereunder, the obligation of the CITY under this paragraph to pay the CONSULTANT for work or services performed shall not include the costs associated with such changes, revisions, amendments or supplements and the obligation to pay for such costs shall be solely the obligation of the DEVELOPER.

- D. In the event of a dispute between the parties as to whether any item or items of costs submitted by CONSULTANT pursuant to paragraph M of Article II relates to work or services performed by CONSULTANT pursuant to this contract and, thus, qualifies for inclusion as part of the contract price to be paid to CONSULTANT pursuant to Article V, the decision of the City Engineer of the City of Wichita shall be final and binding upon the parties. Similarly, any dispute as to whether an item or items of cost relates to work or services necessitated by a difference between the preliminary plat and the final plat of Northwest Village Addition shall be resolved by the City Engineer of the City of Wichita and his decision shall be final and binding upon the parties.

VI. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory, or at the option of the CITY at the completion of any of the phases of the PROJECT; PROVIDED, HOWEVER, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination; with such payment to be the responsibility of the DEVELOPER and not the CITY.
- B. That the original tracings for the final engineering plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY.
- C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without the specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the CONSULTANT shall request such extensions in writing giving the reasons therefor.

- E. That during the performance by CONSULTANT of the work or services required under this agreement, CONSULTANT is likely to be performing work or services for the DEVELOPER in connection with the process of platting Northwest Village Addition, which work or services for DEVELOPER are not within the scope of work set out herein. It is the intention of the parties that the CITY, upon the maturing of its obligation to pay the CONSULTANT pursuant to paragraph C of Article V, shall pay only for the costs of work or services performed by CONSULTANT under this agreement and that those costs incurred by CONSULTANT in connection with work or services performed for the DEVELOPER in connection with the platting of said Addition and which are outside the scope of work set out herein shall be the sole responsibility of the DEVELOPER and the payment therefore shall be provided for by the DEVELOPER and CONSULTANT outside this agreement.
- F. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law and the CITY'S review, approval or acceptance of, or payment for, any work or services required to be performed by the CONSULTANT under this contract shall not be construed to operate as a waiver of any right under this contract or any cause of action arising out of the performance of this agreement.
- G. Nothing contained herein shall be understood or construed to give the DEVELOPER any right, remedy or cause of action against the CITY arising out of a breach of any of the terms of this agreement by the CONSULTANT.

H. 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 party entitled to receive such notice and addressed as follows:

CITY: City of Wichita
Department of Public Works
8th Floor, City Hall
455 North Main
Wichita, Kansas 67202

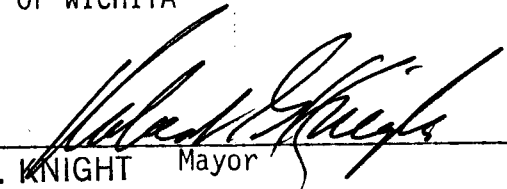
CONSULTANT: Professional Engineering Consultants, P. A.
1440 E. English
Wichita, Kansas 67211

DEVELOPER: Inland Investment Co., Inc.
200 Douglas Building
Wichita, Kansas 67202

- I. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a part to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.
- J. The obligation under this Contract shall be subject to a condition precedent that there first be written approval of a 2-Party Agreement between CONSULTANT and DEVELOPER setting forth their mutual obligations pertaining to the PROJECT herein.
- K. 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

By: 
ROBERT G. KNIGHT Mayor

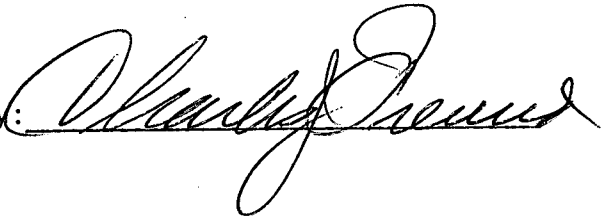
ATTEST:


Donald C. Gisick, City Clerk

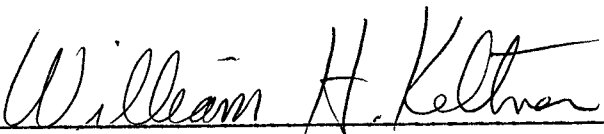
Approved as to Form:


John Dekker, Director of Law

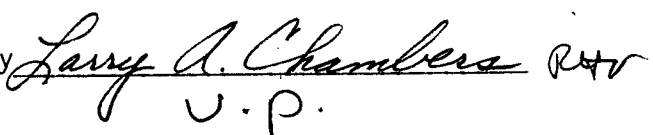
PROFESSIONAL ENGINEERING
CONSULTANTS, P. A.

By: 

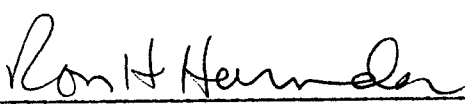
ATTEST:



INLAND INVESTMENT CO., INC.

By:  RAV
U.P.

ATTEST:


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NOTICE . . . NOTICE
NON-DISCRIMINATION - EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, sub-contractors, vendors and suppliers are selected and employees are treated during employment without regard to race, color, sex, religion, national origin, ancestry, physical handicap, marital status or age except where age is a bona fide occupational qualification.

2. Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) require every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, marital status, physical handicap unrelated to such person's ability to engage in the particular work.
- b. 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 Commission on Civil Rights.
- c. Must request of the Commission to inform the Kansas Commission on Civil Rights and/or the Civil Rights/Equal Employment Opportunity Commission (CREEOC) in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of paragraphs (a), (b), (c) and (d) inclusively of this paragraph 2 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. Exempted from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these Sections by reason of holding a contract with the Federal Government or a contract involving Federal funds.
 - (2) Contracts entered into by a contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Commission on Civil Rights shall be made on forms prepared by the Kansas Commission on Civil Rights, copies of which are available from the Commission on Civil Rights, Contract Compliance Representative, 535 Kansas Avenue, Fifth Floor, Topeka, Kansas 66603.
- g. Reports requested by the Civil Rights/Equal Employment Opportunity Commission of the City of Wichita shall be made on forms prepared by the Commission, copies of which are available from CREEOC, City Hall, 455 North Main, 10th Floor, Wichita, Kansas 67202.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provision of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, and/or any laws, regulations or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by K.S.A. 1976 Supp. 44-1031, as amended; or the Civil Rights/Equal Employment Opportunity Commission of the City of Wichita as required by Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas; or been found guilty of a violation of the City's Ordinances, State statutes or Federal statutes or regulations pertaining to unlawful discrimination, which finding or decision or order has become final, shall be deemed a breach of contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

EXEMPTIONS CLAIMED:

_____ # of Employees

_____ Federal Contract

_____ Company Name

_____ Company Address & Telephone

**Non-Discrimination--Equal Employment Opportunity/
Affirmative Action Program Requirements**
Page Two

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, 11411; Part 60 of Title 41 of the Code of Federal Regulations; The Age Discrimination in Employment Act of 1967; 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, physical handicap unrelated to such person's ability to engage in the particular work, 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 Commission on Civil Rights;
3. If the contractor fails to comply with the manner in which the contractor reports to the Kansas Commission on Civil Rights, in accordance with the provisions of KSA 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be cancelled, 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 Commission on Civil Rights, which has become final, the contractor shall be deemed to have breached the present contract, and it may be cancelled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraph 1 through 4, inclusively, of this subsection B, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal Government, or a contract involving Federal funds.

2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.

3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions 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 observe the provisions of the Code of the City of Wichita against discrimination (Section 2-12-500, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract or purchase order or agreement. Discrimination shall be based on race, physical handicap, color, sex, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, promotion 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 Affirmative Action Program when required to the Kansas and Equal Employment Opportunity Commission 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 issued by or in 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, physical handicap, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the Wichita Commission on Civil Rights and Equal Employment Opportunity.
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Commission pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita for the purpose of investigation to ascertain compliance with Non-Discrimination and 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 Commission in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, and it may be cancelled, terminated or suspended in whole or in part by the contracting agency.

order or agreement and it may be cancelled, terminated or suspended in whole or in part by the City or its agency, and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination and Equal Employment Opportunity under a decision or order of the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be cancelled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;

5. The vendor, supplier, contractor or subcontractor shall include the provisions of subsections 1 through 4, inclusively, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

6. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall, prior to entering into such contract, purchase order or agreement, submit to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, a preliminary report on forms provided by the Commission concerning Non-Discrimination and Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

4. 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.

b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons 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.

c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report. Review, evaluation and acceptance prior to a contract, purchase order or agreement award.

F. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by KSA 1976 Supp. 44-1221, as amended, or to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or has been found guilty of a violation of the City's ordinances, state statutes, or Federal statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.