

468 26 245 81145000 000 001
472 76-245-81106-000-
000-001

STATUS OF CONTRACTS WITH CONSULTANTS

Name & Description of the Development Willis-Esgue 5th Addn.

Name & Description of Separate Projects Street Improvements
Willis-Esgue Ct & Sheriac Circle to the
westerly line of Willis-Esgue Dr. Sanitary
Sewer. Improv. Sanitary sewer laterals to
serve Lots 2, 3, 6, 7, 8, 9, 10, 11 & 21, Blk 1, Willow-Esgue 5th Addn.

Project Numbers: _____

Consultant Professional Engineering Consultants

PRECOO1

Developer Donald C. Lawson

Contract Being Prepared

Date Sent to Consultant

Date Sent to Developer

Date Sent to City Attorney 5-18-81

Date Sent to City Manager 5-28-81/6-1-81

Date Sent to City Commission clerk 6-5-81

Executed Contract Sent to Parties/Notice to Proceed 6-11-81/6/15

Encumbrance of Contract Amounts - Requisition # 1114202-3 Date Aug. 5, 1981
P.O. # _____ Date _____

Construction Contract Let: Contractor _____

Project Amount \$ _____ Date _____

Partial Payments:	P. O. #	Date	Amount
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Final Payment Date _____

THE CITY OF WICHITA, KANSAS

Requisition to the Purchasing Manager

REQUISITION NO. 1114202 3

* FUND	DPT	DIV	ACCOUNT	GRANT	PROGRAM	AMOUNT	%
A 468	76	245	81145000	000	001	2,700.00	
B 472	76	245	81106000	000	001	5,250.00	
C							
D							
E							
F							
G							
H							
I							
J							

DATE	TYPE OF REQUISITION		INVOICE	AGREEMENT	BUYER
81-8-5	REQUEST <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	CONFIRMING <input type="checkbox"/>	XXXX	

VENDOR CODE	VENDOR NAME/ADDRESS	DELIVERY DATE	DEL. CODE	DELIVERY ADDRESS
PRECO01	Professional Engineering Consultants, P.A. 1440 E. English Wichita, KS 67201		1073	Engineering City Hall - 7th Floor 455 N. Main Wichita, KS 67202

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	AMOUNT	*
1	1	LS	<p>Engineering services for:</p> <p>Street Improvements: Willo-Esque Court and Sheriac Circle to the Westerly line of Willo-Esque Drive.</p> <p>Sanitary Sewer Improvement: Sanitary Sewer lateral s to serve Lots 2, 3, 6, 7, 8, 9, 10, 11, and 21, Block 1, Willo-Esque 5th Addition.</p> <p style="text-align: center;"><u>ENCUMBRANCE ONLY</u></p> <p>Contract dated June 9, 1981</p> <p style="font-size: 2em; font-family: cursive; text-align: center;">P.O. # 255743</p>		<p>5,250.00</p> <p>2,700.00</p> <p><u>7,950.00</u></p>	<p>B</p> <p>A</p>

CONFIRMING: — THE UNDERSIGNED CERTIFIES THAT THE SUPPLIES OR SERVICES DESCRIBED ABOVE WERE RECEIVED AND WERE SATISFACTORY AND PAYMENT IS HEREBY RECOMMENDED.

DIVISION HEAD

DEPARTMENT HEAD

CONTRACT

for
ENGINEERING SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

and

DONALD C. SLAWSON

THIS CONTRACT made this 9TH day of JUNE, 1981,
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

DONALD C. SLAWSON

Party of the Third Part, hereinafter

called the

"DEVELOPER"

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WITNESSETH:

WHEREAS, the DEVELOPER has filed a preliminary plat of Willo-Esque 5th Addition with the CITY and the same has been approved; and

WHEREAS, the CITY, in the event the final plat of Willo-Esque 5th Addition is approved by the governing body of the City of Wichita, Kansas, intends to construct certain street, incidental drainage and sanitary sewer improvements within said Addition, more fully described as follows:

Street Improvements: Willo-Esque Court and Sheriac Circle to the Westerly Line of Willo-Esque Drive.
Sanitary Sewer Improvements: Sanitary sewer laterals to serve Lots 2, 3, 6, 7, 8, 9, 10, 11 and 21, Block 1, Willo-Esque 5th Addition.

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:

1. 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.

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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 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 Willo-Esque 5th 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.
4. Preliminary Sanitary Sewer Profiles. Prepare preliminary sanitary sewer grades for Willo-Esque 5th Addition to provide basement level service where possible. Preliminary sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to development of preliminary plans for the PROJECT.

5. Preliminary Plans.

- a. Prepare preliminary plans for Street and Incidental Drainage Improvements and submit two sets to the CITY for Office Check.
- b. Prepare preliminary plans for Sanitary Sewer Improvements and submit one set to the CITY for Office Check.

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 Street and Incidental Drainage Improvements within 45 days after notice to proceed.
 - 2. Project for Sanitary Sewer Improvements within 30 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 state" 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 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 provide field surveys as required for 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 on a lump sum basis for each project as follows:

- 1. Project for Street and Incidental Drainage Improvements *47276 SWS 8100000 000 001* \$5,250.00
- 2. Project for Sanitary Sewer Improvements - \$2,700.00

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 hereinafter.

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 Willo-Esque 5th 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 Willo-Esque 5th 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 11, 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 Willo-Esque 5th Addition is 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 Wilho-Esque 5th Addition shall be resolved by the City Engineer of the City of Wichita and his decision shall be final and binding upon the parties.

V. 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 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 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 Wilho-Esque 5th 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 East English
Wichita, Kansas 67211

DEVELOPER: Donald C. Stawson
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 Two-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 MICHITA

ATTEST: Robert C. Brown-Hayor
E. H. Denton, City Manager

Ronald C. Gistick
Donald C. Gistick, City Clerk

Approved as to Form:

John Lanker
John Lanker, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

By: Charles D. ...

ATTEST:

Donald C. Slamson
DONALD C. SLAMSON

DONALD C. SLAMSON

BY: ...
P44

ATTEST:

Len ...