

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR ENGINEERING SERVICES DATED 14 MARCH 2007

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering Engineering Services to be provided by the ENGINEER in conjunction with Runway 1L-19R, 1R-19L, and Taxiway D (partial) Shoulder Rehabilitation at Wichita Mid-Continent Airport, City of Wichita Project Number 456-375 hereinafter called the "PROJECT"; and

WHEREAS, the OWNER now desires to proceed with Phase III of the existing Agreement in conjunction with constructing the PROJECT; and

WHEREAS, Paragraphs I, Exhibit A C.3. of the existing Agreement provides that the Scope of Services and Payment to the ENGINEER for furnishing Construction Phase Services for the PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the ENGINEER provide Construction Phase Services for the PROJECT, and in compliance with the F.A.A. Central Region criteria:

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

I. SCOPE OF SERVICES

A. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the ENGINEER's Project Manager.

1. During Construction Provide the Following:

- a. Assist in conducting Pre-Construction Conference and development of minutes.
- b. Participate in a "Partnering" Conference, if requested.
- c. Prepare a "Construction Observation Program" and submit same to the OWNER & the FAA for concurrence prior to start of construction.
- d. Prepare estimate forms for periodic payment to the Contractor.
- e. Receive and review Contractor's quality control plan, safety plan, shop drawings, and material certifications.
- f. Receive and review Contractor falsework and formwork details as may be required by the contract documents. Submittals shall be reviewed with respect to conformance with the requirements of the project specifications and general conformity to the lines, shapes and dimensions detailed in the plans. This task will not include an analysis of the structural adequacy of the formwork or falsework.
- g. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
- h. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.
- i. Provide ENGINEER's decision in accordance with the contract documents on questions regarding the work.
- j. Review materials field test reports as submitted by the Resident PROJECT Representative.
- k. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
- l. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.
- m. Conduct Final Inspection of the work.

- n. Issue Certificate of Completion when the PROJECT has been completed.
- o. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:

- a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident PROJECT Representative.
- b. Deliver "Record" drawings to the OWNER in both hard copy and digital form. Digital files shall include only those drawings prepared using CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file with the "Record" drawings.

B. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of the ENGINEER's Resident PROJECT Representative.

1. During Construction Provide the Following:

- a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident PROJECT Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident PROJECT Representative and his supporting staff, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such resident PROJECT representation shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.

- b. Establish construction layout control points including benchmarks and horizontal control points as may be required.
- c. Supervise inspection and OWNER responsible testing. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and specifications; determine the suitability of materials on the site and brought to the site to be used in the construction; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.
- d. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
- e. Attend all project meetings; develop and provide minutes of project meetings within 7 days after the meeting.
- f. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to the ENGINEER's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.
- g. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
- h. Perform on-site Labor Standard Interviews.
- i. Review requests for monthly and final payments to the Contractor and forward same to the ENGINEER's Project Manager with recommendations for approval.
- j. Provide record information to the ENGINEER's Project Manager for preparation of "Record" drawings, and a "Summary of Test Reports" on the completed work.
- k. Prepare "Certificates of Completion" for review by the ENGINEER's Project Manager and submit same to the OWNER.
- l. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the ENGINEER'S Project Manager for review and thenceforth to the OWNER for approval.

- m. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.
- n. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties as listed above.
- o. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the OWNERS quality assurance testing at the frequency and manner set forth in the specifications.
- p. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.
- q. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.
- r. Meet with the OWNER as necessary to confer with respect to the duties and project services.
- s. Periodically review and check in field the Contractor's staking notes and layout. This includes actual field check of staking.

II. TIME OF SERVICES

- A. ENGINEER shall commence work on the PROJECT upon receipt of Authorization to Proceed from the OWNER.
- B. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on substantial completion of the construction by about 31 August 2007, and delivery of all PROJECT close out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the ENGINEER.

III. THE OWNER AGREES

- A. To provide a construction office for the ENGINEER's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.
- B. To pay the ENGINEER in accordance with the provisions of Article IV of this Supplemental Agreement.

IV. PAYMENT PROVISIONS

A. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

Payment to the ENGINEER for services provided as outlined in Paragraphs I.A. and I.B. shall be generally in accordance with Exhibit SA1-A1, attached, and shall be on the basis of cost, plus a fixed fee for profit of \$13,746.00, which shall be limited to 15-percent of the ENGINEER's direct labor and overhead costs, the total including reimbursable expenses shall not exceed \$114,428.92.

B. OVERHEAD

For purposes of this Agreement, the ENGINEER's overhead factor shall be fixed at 122.62.

C. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified Contract time, the ENGINEER shall be deemed to be performing "Extra Work" in which case should the maximum contract amount as set forth in either Paragraph IV.A. above be exceeded, the ENGINEER shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the ENGINEER outlining the reasons therefore and the probable maximum fee to be expected. The ENGINEER shall notify the OWNER a minimum of 14 days in advance of any foreseeable need to perform extra work.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by Supplemental Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By Direction of the Wichita Airport Authority


By: _____
Karen Sublett, City Clerk

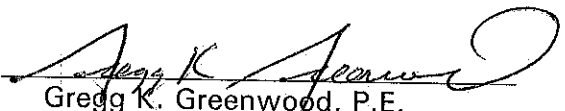
By: _____
Carlos Mayans, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: 
Bradley J. Edmundson, P.E.
Construction Division Manager

By: 
Gregg K. Greenwood, P.E.
Vice President
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

attachments: Engineering Fee Estimate
Allied Labs Testing Proposal
Materials Testing Fee Schedule

ENGINEERING FEE ESTIMATE

EXHIBIT SA1-A1

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

LOCATION

REHABILITATION OF ASPHALT SHOULDERS AND BLAST PADS ON RUNWAYS 1L-19R AND 1R-19L, AND ASPHALT SHOULDERS IN TAXIWAY D (SOUTH 3300 LF)

Wichita Mid-Continent Airport

WORK ITEM

PROJECT NO.

DATE

Construction Phase Services

FAA AIP PROJ # 3-20-0088-53

13 March 2007

COW PROJ # 456-375

DESCRIPTION

Contract Administration & Resident Engineering Services

(I) SALARY COSTS	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	/ hr.	0	\$ -	
2. PROJECT MANAGER	\$36.00 / hr.	72	\$ 2,592.00	
3. PROJECT ENGINEER	/ hr.	0	\$ -	
4. DESIGN ENGINEER	\$31.00 / hr.	36	\$ 1,116.00	
5. DESIGN TECHNICIAN	/ hr.	0	\$ -	
6. DRAFTER	/ hr.	0	\$ -	
7. CAD OPERATOR	/ hr.	0	\$ -	
8. SURVEYOR, PARTY CHIEF	/ hr.	0	\$ -	
9. SURVEYOR, INSTRUMENT MAN	/ hr.	0	\$ -	
10. SURVEYOR, AIDES	/ hr.	0	\$ -	
11. FIELD ENGINEER	\$34.00 / hr.	475	\$ 16,150.00	
12. INSPECTOR, SUPERVISOR	/ hr.	0	\$ -	
13. INSPECTOR, TECHNICIAN I	\$21.00 / hr.	950	\$ 19,950.00	
14. INSPECTOR, TECHNICIAN II	\$19.00 / hr.	52	\$ 988.00	
15. INSPECTOR, TECHNICIAN III	/ hr.	0	\$ -	
16. BATCH PLANT TECHNICIAN	\$17.00 / hr.	8	\$ 136.00	
17. STENO & CLERICAL	\$14.50 / hr.	16	\$ 232.00	
SUBTOTAL		1,609		\$ 41,164.00
(II) OVERHEAD 1.2262 X (I)				\$ 50,475.00
(III) SUBTOTAL [I + II]				\$ 91,639.00
(IV) FIXED FEE 15%				\$ 13,746.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. PART. CONF. (AT COST) (1/3)	\$750.00	0	\$ -	
2. TRAVEL PER MILE	\$0.53 / mile	5,094	\$ 2,699.82	
3. LAB TESTING	\$2,800.00	1	\$ 2,800.00	
4. CELL PHONES (AT COST)	\$50.00 / mo.	4	\$ 200.00	
5. CAD PER HOUR	\$17.00 / hr.	0	\$ -	
6. PRINTING (SPEC. ETC.)	\$150.00 / ea.	1	\$ 150.00	
7. PREMIUM TIME (0.585 X Direct)	\$3,194.10	1	\$ 3,194.10	
8. OTHER			\$ -	
SUBTOTAL				\$ 9,043.92
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				\$ 114,428.92

REHABILITATION OF ASPHALT SHOULDERS AND BLAST PADS ON RUNWAYS 1L-19R AND
1R-19L, AND ASPHALT SHOULDERS IN TAXIWAY D (SOUTH 3300 LF)

MATERIALS TESTING

CRACK MILLING AND INLAY

Cold Feed Gradation	2 each @	\$ 45.00	per each	=	\$ 90.00	
Marshall Properties	6 slugs @	\$ 30.00	per slug	=	\$ 180.00	
Vacuum Specific Gravity	2 each @	\$ 35.00	per each	=	\$ 70.00	
Ignition Oven Test, AC Content only	2 hour @	\$ 120.00	per each	=	\$ 240.00	\$ 580.00

POLYMER MODIFIED EMULSIFIED ASPHALT SLURRY SEAL

Sieve Analysis	7 each @	\$ 40.00	per each	=	\$ 280.00	\$ 280.00
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2" ASPHALT OVERLAY (SC-1)

Individual Aggregate Gradation	4 each @	\$ 45.00	per each	=	\$ 180.00	
Cold Feed Gradation	5 each @	\$ 45.00	per each	=	\$ 225.00	
Marshall Properties	15 slugs @	\$ 30.00	per slug	=	\$ 450.00	
Vacuum Specific Gravity	5 each @	\$ 35.00	per each	=	\$ 175.00	
Ignition Oven Test, AC Content only	5 hour @	\$ 120.00	per each	=	\$ 600.00	
Core Density / Thickness Measurement	12 each @	\$ 20.00	per each	=	\$ 240.00	\$ 1,870.00

CLSM

Sieve Analysis	1 each @	\$ 40.00	per each	=	\$ 40.00	
Compression Tests of Cylinders	2 each @	\$ 15.00	per each	=	\$ 30.00	\$ 70.00
					Mat Test	\$ 2,800.00



MATERIALS TESTING FEE SCHEDULE

1 JANUARY 2007

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

EQUIPMENT / MISCELLANEOUS

2102 Pickup Trucks, Vans.....	0.53 mile
2103 Pickup Trucks with Trailers.....	0.65 mile
2201 Meals and Incidentals.....	28.00 day
2202 Lodging.....	Direct Cost
2301 Coring Equipment.....	20.00 hour
2302 Nuclear Gauge.....	60.00 day
2303 Concrete Testing Equipment.....	25.00 day
2304 Schmidt Hammer, James R-Meter.....	15.00 hour
2305 Plastic Cylinder Molds.....	2.00 each
2307 Other Equipment.....	(Price on Request)
2401 Non-Standard Tests.....	(Price on Request)

SOILS TESTING

3301 Moisture Content (ASTM D-2216 / microwave).....	10.00 each
3302 Dry Unit Weight (ASTM D-2166).....	25.00 each
3303 Atterberg Limits (ASTM D-4318).....	70.00 each
3304 Material Finer than 200 Sieve (ASTM D-1140).....	25.00 each
3305 Unconfined Compressive Strength (ASTM D-2166).....	70.00 each
3306 Sieve Analysis (ASTM C-136, C-117).....	40.00 each
3307 Particle Size Analysis of Soils (Hydrometer, ASTM D-422).....	120.00 each
3308 Specific Gravity (ASTM D-854).....	100.00 each
3309 Swell-Consolidation (ASTM D-2435).....	400.00 each
3310 Falling Head Permeability (ASTM-5084).....	400.00 each
3311 Constant Head Permeability (ASTM D-2434).....	400.00 each
3312 Moisture-Density Curves (ASTM D-698/1557).....	120.00 each
3313 One Point Curve Checks (ASTM D-698/1557).....	50.00 each
3314 California Bearing Ratio (ASTM D-1883).....	300.00 each
3315 Relative Density (ASTM D-4253/4254).....	300.00 each
3316 Lime Determination (ASTM D-4253/4254).....	450.00 each
3317 Direct Shear (ASTM D-3080).....	350.00 point

AGGREGATE TESTING

4101 Sieve Analysis, less than 1 inch (ASTM C-136/C-117).....	40.00 each
4102 Specific Gravity and Absorption (ASTM C-127/128).....	55.00 each
4103 Dry Rodded Unit Weight.....	50.00 each
4104 Moisture Content, ASTM C-566.....	10.00 each
4105 Deleterious Materials (clay lumps & friable particles, ASTM C-142).....	75.00 each
4106 Light Weight Pieces / Chert Analysis (ASTM C-123).....	80.00 each
4107 Flat & Elongated Particles (ASTM D-4791).....	75.00 each
4108 Organic Impurities, ASTM C-40.....	50.00 each
4109 Sand Equivalent, ASTM C-2419.....	90.00 each
4110 Sieve Analysis, greater than 1 inch (ASTM C-136/C-117).....	75.00 each
4201 Sodium / Magnesium Sulfate Soundness (ASTM C-88, 5 cycles).....	150.00 each
4202 Los Angeles Abrasion, ASTM C-131/ C-535.....	100.00 each
4203 Freeze-Thaw, KDOT (ASTM Procedure = Price on Request).....	250.00 each
4204 Alkali-Silica Reactivity (ASTM C-1260).....	400.00 each



MATERIALS TESTING FEE SCHEDULE

1 JANUARY 2007

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ASPHALTIC CONCRETE TESTING

5101	Extraction Only, ASTM D-2172	120.00 each
5102	Extraction/Gradation, ASTM D-2172, C-136, C117.....	160.00 each
5103	Ignition Oven Test	160.00 each
5104	Marshall Properties, ASTM D-1559.....	30.00 slug
5105	Cold Feed Gradation	45.00 each
5106	Vacuum Specific Gravity	35.00 each
5107	Core Density / Thickness Measurement.....	20.00 each
5108	Retained Strength.....	(Price on Request)
5109	Asphalt Mix Designs (FAA / KDOT, etc.).....	(Price on Request)
5110	Ignition Oven Test, Asphalt Cement Content only.....	120.00 each

PORTLAND CEMENT CONCRETE TESTING

6101	Compression Tests of Cylinders, ASTM C-39.....	15.00 each
6102	Flexural Strength of 6" x 6" x 22" beams, ASTM C-78	40.00 each
6103	Compression Tests of 2" x 2" x 2" cubes, ASTM C-109.....	15.00 each
6104	Concrete Block/Prism Compression Testing, ASTM C-140.....	50.00 each
6105	Concrete / Mortar / Grout Mix Designs	(Price on Request)