

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"OWNER"

AND

Howard & Helmer Architects, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract, dated May 6<sup>th</sup>, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the 2006 Roof Replacement Program.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as received herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract, is hereby amended to include the following:

1. Reroofing of FAA Building Annex at 1801 Airport Road.
2. Construction Related Services for 2006 Roof Replacement Program (see Exhibit 'A').

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A. shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in the Supplemental Agreement shall be made as specified herein:

1) **FAA Building Annex Reroof:**

Design Related Services (lump sum)					\$ 2,600.00
Reimbursables					\$ <u>30.00</u>
			<b>LUMP SUM FEE:</b>		<b>\$ <u>2,630.00</u></b>

2) **Construction Related Services for 2006 Roof Replacement Program:**

Architectural:					
Principal	120	@	\$117.00 =		\$14,040.00
Intern Architect III	32	@	\$ 82.00 =		\$ 2,624.00
Admin. Assistant I	15	@	\$ 46.00 =		\$ 690.00
Reimbursables:					
Printing			=	\$	68.00
Fax, phone			=	\$	160.00
Mileage			=	\$	418.00

**HOURLY RATE + EXPENSES, NOT TO EXCEED: \$ 18,000.00**

C. COMPLETION

The CONSULTANT agrees to complete and deliver the applicable documents including, record drawings to the OWNER 60 days after final completion of construction of the project; except that the CONSULTANT shall not be responsible or held liable for delays occasioned by the action or inaction of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

THE 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:

Howard & Helmer architects p.a.  
3500 N. Rock Road, Bldg. 500  
Wichita, Kansas

By: \_\_\_\_\_

By:   
Rodney D. Sondergard, Vice President  
"Consultant"

APPROVED AS TO FORM:  Date: 1/22/07  
Director of Law

ATTACHMENTS: EXHIBIT 'A' – CONSTRUCTION RELATED SERVICES PHASE –  
SCOPE OF WORK  
EXHIBIT 'B' – HOURLY RATE SCHEDULE

## EXHIBIT 'A'

### CONSTRUCTION RELATED SERVICES PHASE – SCOPE OF WORK

1. Pre-Construction Meeting: Consultant shall facilitate the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operational and environmental.
2. Construction Period: Consultant shall provide these services:
  - Review shop drawings.
  - Evaluate and prepare periodic and final pay request reviews.
  - Answer technical questions.
  - Evaluate testing for acceptance.
  - Prepare change orders, if appropriate and independently review contractor provided cost and time changes.
  - Site visits and documentation to the extent the Consultant is able to provide a Certificate of Acceptance on the work and provide such after the completion of construction. The Certificate of Acceptance shall be on letterhead, signed and sealed by the project manager.
  - On-site weekly project meetings and resolution of technical issues are considered part of this item.
  - Participate in and document the infrared inspection by the Owner of the completed roofs.
  - Final inspection.
3. Post Construction: Within 45 days of final completion the Consultant shall prepare record drawings and furnish one set of prints for Owner review. Once the review is complete provide within 15 days one set of reproducible and an electronic files of the plans (in Autocad format) and specifications (in Word format) to the Owner. Consultant shall provide a photocopy of the on-site inspection and observation logs. When applicable, the Consultant shall provide whatever documentation is needed to satisfy the City of Wichita regarding systems tied into the water, sanitary and storm sewer systems.

**EXHIBIT 'B'**

**HOURLY RATE SCHEDULE**

The 2007 job classification and hourly rate listing for Howard & Helmer architects p.a. is as follows:

Effective January 2007

<u>TITLE</u>	<u>CODE</u>	<u>HOURLY RATE</u>
Principal.....	A.....	\$117.00
Associate Principal.....	B.....	\$102.00
Project Manager.....	C.....	\$99.00
Project Architect.....	D.....	\$89.00
Intern Architect III.....	E.....	\$82.00
Intern Architect II.....	F.....	\$67.00
Intern Architect I.....	G.....	\$60.00
Architect Cad Tech III.....	H.....	\$66.00
Architect Cad Tech II.....	K.....	\$59.00
Architect Cad Tech I.....	L.....	\$52.00
Interior Designer II.....	M.....	\$80.00
Interior Designer I.....	N.....	\$68.00
Administrative Assistant II.....	Y.....	\$46.00
Administrative Assistant I.....	R.....	\$40.00
Marketing Coordinator.....	P.....	\$46.00
CADD.....	J.....	\$20.00
Engineering Manager.....	S.....	\$107.00
Engineering Cad Tech.....	W.....	\$60.00
Controller.....	Z.....	
Construction Administrator.....	T.....	\$77.00

Reimbursable Multiplier 1.15 of reproduction costs, travel expenses, freight and postage expenses, fax and phone expenses.

Reimbursable Multiplier 1.10 of consultant expenses.

In the event that the laws of any State of our licensure should change in such a way so as to require the Architect to charge sales tax for the services and reimbursable expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the compensation due under this Agreement.