

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
and

PROFESSIONAL ENGINEERING CONSULTANTS

THIS CONTRACT, made this _____ day of _____, 2006 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Professional Engineering Consultants, 303 S. Topeka, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT"

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Airport Administration Building Electrical Service (2173 Air Cargo Road) (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
- D. To submit to the OWNER, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word.

- E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.
- F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives
- G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- H. To accept compensation for the work herein 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 described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT D, attached hereto and incorporated herein by reference.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding any thing to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- L. To procure and maintain such insurance as will protect the CONSULTANT from damages resulting from 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 they are legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to deductible of not more than \$100,000.00. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker'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 Worker's Compensation Law. The liability limit shall not be less than \$500,000 for each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the project 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 OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, 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. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations on Wichita Mid-Continent Airport or Colonel James Jabara Airport, whichever is applicable. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under

this Agreement. The CONSULTANT shall furnish the OWNER 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 OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. That all information provided by the OWNER and/or developed for the Project shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
 - 1. Within the public domain at the time of its disclosure.
 - 2. Required to be disclosed by a court of competent jurisdiction or Government order
 - 3. Approved by the OWNER for publicity.
 - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

ARTICLE III - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.
- F. To abate asbestos, as needed, within the work zone.

ARTICLE IV - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be on the basis of a lump sum amount of \$13,797.75 broken down as such:
 - 1. Payment to the CONSULTANT for the performance of design services shall be a lump sum fee amount of \$12,033.30. (EXHIBIT C-1)
 - 2. Payment to the CONSULTANT for the performance of the bid phase services shall be a lump sum fee amount of \$1764.45. (EXHIBIT C-2)
 - 3. Payment to the CONSULTANT for the performance of the construction phase services shall be a cost plus fixed fee to be negotiated at a later date.
- B. If an addition or deduction of work should be necessary, by virtue of a change in the scope of the proposed PROJECT, or by the OWNER'S request for a change in services, the CONSULTANT will be given written notice by the OWNER along with a request for an estimate of the actual costs plus a fixed fee for profit for the change in such services; but no additional work shall be performed, nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.
- 2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.

3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
- 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 OWNER
- D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore
- E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- G. For good cause, and as consideration for executing this Agreement, the CONSULTANT; acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
- H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.
- J. The CONSULTANT hereby certifies that:
 1. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.

2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
3. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

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

ATTEST:

Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas

By: *J. Brantley*

By: *Dale E. Hage*

Title: Principal - Mechanical Division

Title: VICE PRESIDENT

APPROVED AS TO FORM:

Cory E. Robertson
Director of Law

Date: 11/20/06

- ATTACHMENTS: EXHIBIT A – Scope of Services
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C-1 and C-2 – Fee Schedules
EXHIBIT D – Project Schedule
EXHIBIT E – Map

SCOPE OF SERVICES

DESIGN, BID and CONSTRUCTION PHASES

(October 16, 2006)

PROJECT SPECIFICS:

1. Install a replacement transformer where indicated on Exhibit E.
2. Install underground power from Substation S to the Administration Building.
3. Install replacement switching gear approximately where indicated on Exhibit E.
4. Rebuild the electrical manholes (4).
5. Inspect the empty conduits and install pull strings in each.

GENERAL

The Consultant shall furnish professional services as required for the development of plans, technical specifications and construction cost estimates for the project in the format and detail required by Airport Engineering. Plans shall be prepared on engineering standard sized sheets. The Consultant's project manager shall be a professional engineer licensed by the State of Kansas and experienced to manage the work described within the Request for Proposal.

The services to be provided shall be a cost-effective design that may have alternatives evaluated by the Consultant, where applicable. If alternates are evaluated an estimated construction cost estimate comparing the alternatives shall be part of a pre-design submittal. Incidental services may include such items as design approvals by applicable departments and agencies, construction phasing and sequencing, etc. The Consultant shall provide minutes of all meetings within 5 days of such events.

The Consultant shall submit plans and otherwise make arrangements with all applicable review agencies and private utility companies. The Wichita Airport Authority (Owner) shall pay for any design phase plan review, permitting fees and the printing costs of the bidding sets of documents.

Field notes, construction plans and specifications and other pertinent project records are to be provided via hard copies, CD-ROM, or other acceptable media, all labeled. The drawing files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are subject to be reviewed and approved by Airport Engineering during the preliminary design phase. Text fonts other than standard AutoCAD files are to be included with drawing files.

The design shall conform to all applicable codes and regulations.

Anticipate seven (7) days of Owner review time per submittal.

PHASE I - DESIGN PHASE

1. Pre-Design: Prior to the start of design the Consultant shall meet with airport staff for a pre-design meeting. In addition to covering the elements of the project the pre-design meeting shall be used to acquaint the Consultant with the airport and its operations.
2. Field Surveys: Provide technical personnel and equipment to obtain survey data for the design and to establish control points in the field for construction. Airport staff will provide benchmark information and available airport owned utility data. The Consultant shall contact the utility companies and airport tenants to flag or otherwise locate their facilities within the project limits. Utility information within the limits of construction shall be clearly noted and identified on the plans with the owner of each utility.
3. Geotechnical Investigations: Not applicable.
4. Preliminary Design Review: Submit two copies of the preliminary design for review. Topography including all utility information shall be shown at this time. A preliminary cost estimate shall be a part of this submittal.
5. Design Council: Not applicable.
6. Office Check Review: Submit two copies of the office check plans and applicable technical specifications for review. Airport Engineering shall provide PART I, BIDDING/CONTRACTING INFORMATION and PART II, GENERAL CONDITIONS of the specifications. The Consultant shall provide PART III, TECHNICAL SPECIFICATIONS including those available from Airport Engineering. Customizing the specifications for this project shall be considered part of the Consultant's responsibility.

The electrical design plans shall include schematic and topographic plans.

Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. Consultant shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to project letting or, if approved by airport staff, identify on plan conflicts to be resolved during construction. Provide to Airport Engineering utility status reports identifying utility conflicts with dates by which the conflicts will be eliminated from each involved utility company. Consultant shall meet with applicable utility companies to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

The Consultant shall perform a field check in conjunction with a representative of the Owner.

7. Final Design Review: Submit two sets final plans and complete specifications for a final review by Owner. This submittal shall be what the Consultant believes to be a complete design regarding both the plans and specifications.
8. Bid Documents: Prepare the final documents for bidding purposes and deliver to the Owner the original tracings of the final approved plans and a hard copy the complete master specification along with a construction cost estimate.

PHASE II - BIDDING PHASE

9. Pre-Bid Meeting: The Consultant shall conduct the pre-bid meeting. Included in this meeting will be a site tour the Consultant will attend along with airport staff.
10. Bid Phase: Consultant shall be responsible to answer technical questions and produce addenda, if required.
11. Construction Cost Estimate: Provide to the Owner a final construction cost estimate just prior to the bid opening.

PHASE III - CONSTRUCTION RELATED SERVICES PHASE

12. Pre-Construction Meeting: Consultant shall conduct the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operations and environmental.
13. Construction Period: Consultant shall provide these services:
 - Shop drawing reviews.
 - Periodic and final pay request reviews.
 - Answer technical questions.
 - Minutes of meetings.
 - Evaluate material testing for acceptance.
 - Evaluate and analysis of possible change order issues and prepare change orders.
 - Part time on-site construction observation to coordinate the work between the Airport staff, tenants and contractor. On-site weekly project meetings and resolution of technical issues are considered part of this item. Construction observation is required of critical construction such as testing, concrete placement, utility installations, testing activities is expected. Record work activity in a construction log for all days of the construction contract.
 - A certificate of acceptance of the work.
 - Final inspection.
14. Post Construction: Consultant shall prepare record drawings and furnish one set of reproducible drawings and an electronic file of the plans and specifications (MS Word) to the Owner within 45 days of the project's substantial completion. 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.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the CONSULTANT or SUBCONSULTANT, 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 CONSULTANT, SUBCONSULTANT, 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 CONSULTANT 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 CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, CONSULTANT or SUBCONSULTANT, 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, CONSULTANT or SUBCONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, CONSULTANT or SUBCONSULTANT 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, CONSULTANT, or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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 SUBCONSULTANT, subvendor or subsupplier.
5. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the Department of Finance as stated above, the CONSULTANT 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 CONSULTANTS, SUBCONSULTANTS, 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, CONSULTANTs or SUBCONSULTANTs 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 CONSULTANT, SUBCONSULTANT, 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.

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT: Electric Service for 2173 Air Cargo Road	LOCATION: Wichita Mid-Continent Airport
WORK ITEM Design Services	PROJ. NO 06602 DATE 10/9/2006

DESCRIPTION
Replace Electrical Service to the WAA Administration Building

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	\$115.00	2	\$230.00	
2. PROJECT MANAGER	\$95.00	5	\$475.00	
3. PROJECT ENGINEER				
4. DESIGN ENGINEER	\$58.00	13	\$754.00	
5. DESIGN TECHNICIAN	\$46.00	30	\$1,380.00	
6. SENIOR DRAFTER				
7. DRAFTER	\$35.00	30	\$1,050.00	
8. SURVEYOR, PARTY CHIEF	\$76.00	14	\$1,064.00	
9. SURVEYOR, INSTRUMENT MAN	\$66.00	14	\$924.00	
10. SURVEYOR, AIDE				
11. FIELD ENGINEER	\$88.00	16	\$1,408.00	
12. INSPECTOR, ENGINEER				
13. INSPECTOR, TECHNICIAN				
14. LAB TECHNICIAN				
15. SPECIFICATION TECHNICIAN				
16. STENO & CLERICAL				
17. SURVEY				
18. GEOTECHNICAL SERVICES				
SUBTOTAL		124		\$7,285.00

(II) OVERHEAD (1.20) X (I) 0.2 \$1,457.00

(III) SUBTOTAL (I + II) \$8,742.00

(IV) FIXED FEE 15% \$1,311.30

(V) DIRECT COSTS

1. PREMIUM TIME	.50 X Direct			
2. CAD PER HOUR	\$16.00 / HR.	30	\$480.00	
3. TRAVEL PER MILE				
4. PER DIEM, PER MAN DAY				
5. BLUE & WHITE REPRÓ. PER S.F.				
6. PRINTING (SPEC. ETC.)	@ Cost			
7. Electrical Contractor Assistance			\$1,500.00	
8. OTHER				
9. OTHER				
10. OTHER				
11. OTHER				
12. OTHER				
SUBTOTAL				\$1,980.00

(VI) TOTAL FEE FOR PROJECT (III + IV + V) \$12,033.30

Fee of \$10,500.00 was included in the proposal, \$1500.00 will be added for total of \$12,000.00

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT: Electric Service for 2173 Air Cargo Road	LOCATION: Wichita Mid-Continent Airport
WORK ITEM Bidding Services	PROJECT NO. _____ DATE 10/9/2006

DESCRIPTION
Replace Electrical Service to the WAA Administration Building

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	\$115.00	1	\$115.00	
2. PROJECT MANAGER	\$95.00	1	\$95.00	
3. PROJECT ENGINEER				
4. DESIGN ENGINEER	\$58.00	12	\$696.00	
5. DESIGN TECHNICIAN				
6. SENIOR DRAFTER				
7. DRAFTER	\$35.00	8	\$280.00	
8. SURVEYOR, PARTY CHIEF				
9. SURVEYOR, INSTRUMENT MAN				
10. SURVEYOR, AIDE				
11. FIELD ENGINEER				
12. INSPECTOR, ENGINEER				
13. INSPECTOR, TECHNICIAN				
14. LAB TECHNICIAN				
15. SPECIFICATION TECHNICIAN				
16. STENO & CLERICAL				
17. SURVEY				
18. GEOTECHNICAL SERVICES				
SUBTOTAL		22		\$1,186.00
(II) OVERHEAD (1.20) X (I)		0.2		\$237.00
(III) SUBTOTAL (I + II)				\$1,423.00
(IV) FIXED FEE		15%		\$213.45
(V) DIRECT COSTS				
1. PREMIUM TIME	.50 X Direct			
2. CAD PER HOUR	\$16.00 / HR.	8	\$128.00	
3. TRAVEL PER MILE				
4. PER DIEM, PER MAN DAY				
5. BLUE & WHITE REPRO. PER S.F.				
6. PRINTING (SPEC. ETC.)	@ Cost			
7. OTHER				
8. OTHER				
9. OTHER				
10. OTHER				
11. OTHER				
12. OTHER				
SUBTOTAL				\$128.00
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				\$1,784.45

Fee of \$1,760 was included in the proposal



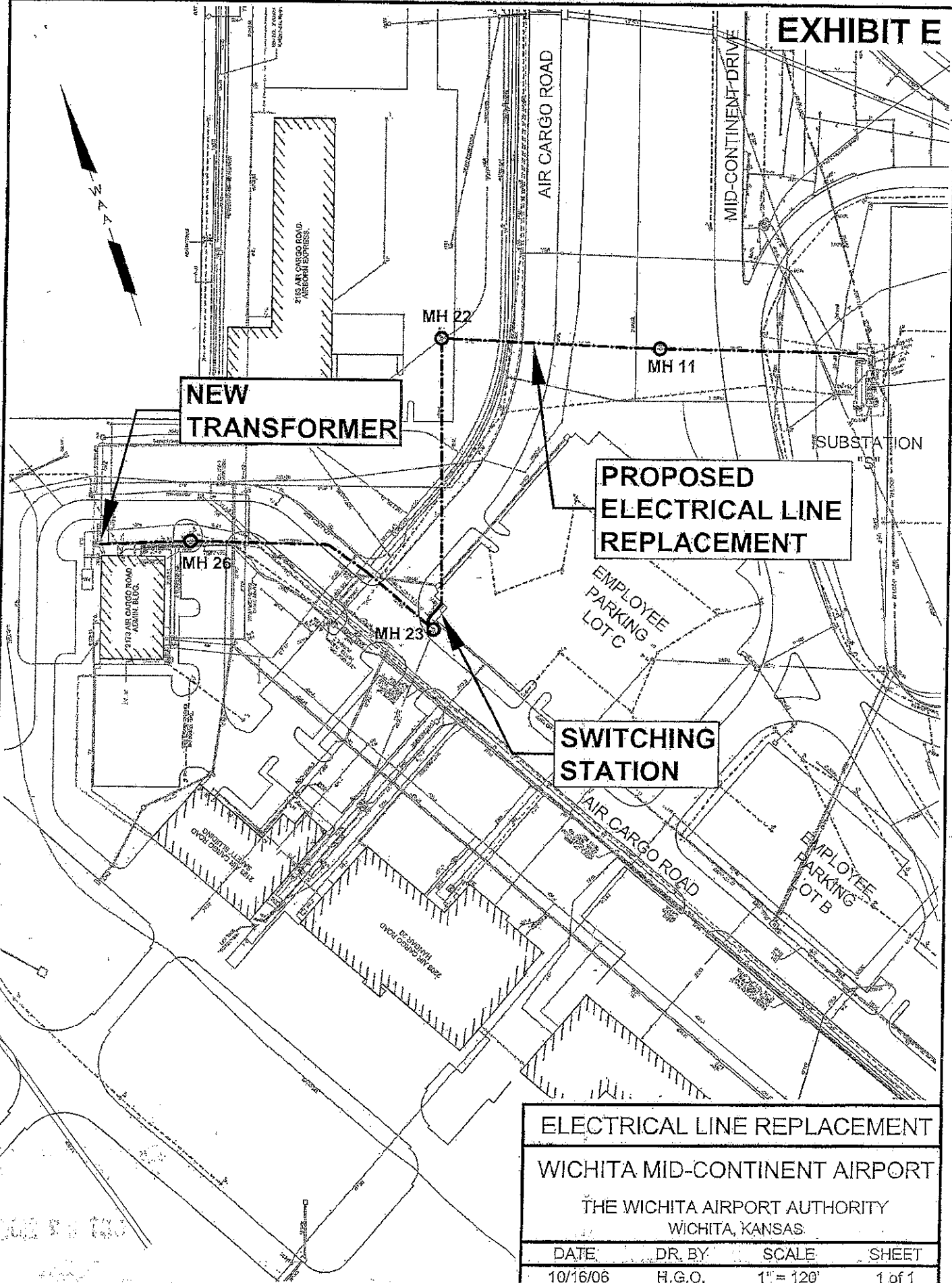
Engineering Services for
Wichita Mid-Continent Airport
**Electric Service for 2173
Air Cargo Road Improvements**

PROPOSED PROJECT DESIGN SCHEDULE

TASKS	2006				2007			
	OCT	NOV	DEC	JAN	FEB	MAR	APR	
Pre-Design Meeting	★ 10-9-06							
Pre-Design & Field Investigation								
Preliminary Design		★ 11-6-06						
Preliminary Design Approval		★ 11-13-06						
Final Design			★ 11-29-06					
Final Design Approval			Mid Dec					
Bidding Phase			Pre-bid Conference 1-11-07	★	Accept Bids 1-19-07			
Construction Phase								

Professional Engineering Consultants, P.A.

EXHIBIT E



**NEW
TRANSFORMER**

**PROPOSED
ELECTRICAL LINE
REPLACEMENT**

**SWITCHING
STATION**

ELECTRICAL LINE REPLACEMENT			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
10/16/06	H.G.O.	1" = 120'	1 of 1

C:\Drawings\211-Electrical\2006_Misc\A.dmin Bldg.dwg, 8.6x11Portrait Ricoh Elec admin, 10/18/2006 8:49:01 AM, 1:1