

CONTRACT AMENDMENT NO. 1

PROJECT: REHABILITATE RUNWAY 10-28
OWNER: CITY OF ANTHONY, KANSAS
ENGINEER: EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.
CONTRACT DATE: DECEMBER 6, 2022
AMENDMENT NO. 1 DATE: APRIL 18, 2023

In accordance with Paragraph 1.3 Changes in Services, the following changes are hereby made to the contract:

Add 1.4, 1.5 & 1.6

1.4 CONSTRUCTION ENGINEERING SERVICES

- 1.4.2 Review submittals by the construction contractors.
- 1.4.3 Define all Project areas in the field.
- 1.4.4 Provide Construction Staking to the project.
- 1.4.5 Complete all Field Testing services required to evaluate the project for acceptance in accordance with the Project Specifications.
- 1.4.6 Prepare change orders for approval by the **OWNER**.
- 1.4.7 Create, review and validate the contractor's monthly and final payment requests and forward payment requests to the **OWNER**.
- 1.4.8 **ENGINEER** will make periodic and final site inspections and will provide contract document interpretations.
- 1.4.9 Assist the **OWNER** with all Grant and reimbursement paperwork.
- 1.4.10 Perform or arrange for all gradation and other related testing.
- 1.4.11 Maintain daily log of construction site to include work and quantity completed, materials used and test results.
- 1.4.12 The **ENGINEER** will provide a full-time competent Resident Project Representative (RPR) and such assistant RPR's as may be required on the work. The RPR and assistants will observe the work while construction is in progress. Construction services are based on 40 working days. The RPR shall not have responsibility for the superintendence of construction site conditions, operation, equipment, or personnel other than employees of the **ENGINEER**. The RPR will maintain a daily log of construction activities. Written construction progress reports will be furnished to the **OWNER**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of a construction observer does not relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility for safety at the work site.
- 1.4.13 Perform post construction activities to fully document work performed on the Airfield, and compliance with FAA Design guidelines.

Provide two sets of as-constructed drawings of the completed project to the **OWNER** and one additional set for the FAA. As well as submit updated ALP set to the FAA, if required due to geometric change to pavement or change in pavement markings.

1.5 POST PROJECT AERONAUTICAL OBSTRUCTION SURVEY SERVICES

- 1.5.1 Conduct an Aeronautical Obstruction Survey and upload this survey to the AGIS system for both ends of Runway 10-28.
- 1.5.2 Conduct a post project Aeronautical Obstruction Survey to confirm or alter the AGIS system data with final constructed facilities.

1.6 PROJECT CLOSEOUT

- 1.6.1 To comply with Federal Regulation 49 CFR Part 18, the **OWNER** must submit required close-out documentation within 90 days from the final acceptance and project completion.
- 1.6.2 The **ENGINEER** will complete the closeout documentation for the **OWNER** within the required timeframe. This timeframe will commence on the date the project is accepted from the contractor.

Add the following to SECTION 2

- 2.3.4 For services under paragraphs 1.4
(Construction Engineering Services)

The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of \$ 4,000.00. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed \$ 42,000.00 except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.5 For services under paragraphs 1.5
(Post Project Aeronautical Obstruction Survey Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of \$ 20,000.00. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.6 For services under paragraphs 1.6
(Project Closeout Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of \$ 5,150.00. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

In Witness Whereof, the parties hereto have caused this Contract Amendment to be executed on the date written above.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date written above.

ENGINEER

OWNER

***EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P. A.***
Consulting Engineers
Marion, Kansas

By: _____
Vice-President

CITY OF ANTHONY, KANSAS

By: _____
Mayor

Attest: _____
City Clerk