

**AMENDMENT NO. 9 TO
AGREEMENT
For
PROFESSIONAL SERVICES**

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee ("City Engineer"), and **KSA Engineers, Inc.** of Longview, Texas, acting through its duly authorized representative who is Jencie H. Young, President, (CONSULTANT), which agree as follows:

1. **DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: **CCIA Runway 17/35 Extension/Displacement and Connecting Taxiways, (Project Nos. E11046, E11122, E11123)** "Project".

2. **SCOPE OF WORK.** "CONSULTANT" shall provide services for the PROJECT in accordance with the accompanying Letters, Scope of Services, and Fee attached as "Exhibit A".

3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed **\$1,000,000.00** (in figures), (**One Million Dollars and Zero Cents**) (in words) for a total revised fee not to exceed **\$3,403,226.95** (in figures), (**Three Million Four Hundred Three Thousand Two Hundred Twenty Six Dollars and Ninety Five Cents**) (in words).

CITY OF CORPUS CHRISTI

KSA ENGINEERS, INC.

Oscar R. Martinez (Date)
Assistant City Manager

Jencie H. Young 8/29/12

Jencie H. Young, P.E. (Date)
President
140 E. Tyler, Suite 600
Longview, TX 75601
(972) 542-2995
(972) 542-6750

RECOMMENDED:

Daniel Biles, P. E., (Date)
Director of Engineering Services

Fred Segundo (Date)
Director of Aviation

APPROVED AS TO FORM:

Office of Mgmt and Budget (Date)

Legal Department (Date)

Project Nos. E11046, E11122, E11123	
Funding sources:	
550970-3020-00000-G49E11046	\$679,500.00
550970-3026-00000-G49E11046	75,500.00
550920-3020-00000-G49E11046	103,258.80
550920-3026-00000-G49E11046	11,473.20
550970-3020-00000-G49E11122	72,000.00
550970-3026-00000-G49E11122	8,000.00
550920-3020-00000-G49E11122	18,000.00
550920-3026-00000-G49E11122	2,000.00
550970-3020-00000-G49E11123	22,500.00
550970-3026-00000-G49E11123	2,500.00
550920-3020-00000-G49E11123	4,741.20
550920-3026-00000-G49E11123	526.80
Total:	<u>\$1,000,000.00</u>
Encumbrance Number: _____	

8875 Synergy Drive
McKinney, TX 75070
972.542.2995



August 24, 2012

Ms. Joelle Francois, P.E.
Project Manager
Engineering Services
City of Corpus Christi
1201 Leopard Street
Corpus Christi, TX 78401

Re: Proposal for Construction Administration and Closeout Services
Runway 17-35 Extension/Displacement and Connecting Taxiways Project
Corpus Christi International Airport

Dear Ms. Francois,

KSA Engineers, Inc. is pleased to submit our proposal to provide Construction Administration and Closeout Services for the captioned construction project.

This work will be Amendment No. 9, Task Order No. 8 of our Contract for A/E Professional Services.

Please call if you have any questions and we'll be happy to address them.

Thank you.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert C. Jutton".

Robert C. Jutton, PE
Senior Project Manager

Attachment

Cc: Mr. Dan Biles, Director of Engineering
Mr. Bill Green, Assistant Director of Engineering
Mr. Enrique Castillo, Assistant Director of Aviation

www.ksaeng.com

AMEND. NO 9
EXHIBIT "A-9"
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4. **Time for Rendering Services**

<u>Service</u>	<u>Time Requirement</u>	<u>Completion Date*</u>
1. Construction Phase	52 weeks	1 December 2013
2. Closeout Phase	4 weeks	1 January 2014

* Assumes Notice to Proceed (NTP) of the Construction Phase of 1 November 2012.

5. **Payments for the Engineer**

In return for the services described above, the CITY shall pay the Engineer on a *Times and Materials* basis as described in Exhibit F-8. The total cost of all services provided under this Task Order will not be exceeded without prior written approval by the CITY.

Exhibit A-9
Task Order No. 8

In accordance with this Contract for A/E Professional Services between the City of Corpus Christi, Texas (CITY) and KSA Engineers, Inc. (Engineer) for Professional Services, dated _____ ("Agreement"), constituting authorization by the CITY for the Engineer to provide engineering services for the following project at Corpus Christi International Airport:

1. Specific Project Data

Title: RWY 17-35 Extension/Displacement and Connecting Taxiways Project

City of Corpus Christi Project Numbers E11046, E11122 and E11123.

A. Description: Construction Administration for the RWY 17-35 Extension/Displacement and Connecting Taxiways Project as described in the bid documents as follows:

1. Base Bid: Shifting of Runway 17-35, New Connecting Taxiways A & A-4, NAVAIID Relocation;
2. Additive Alternate No. 1: Remove Existing Interior Taxiways and Construct Interior Connecting Taxiways A-1, A-2, A-3 & L;
3. Additive Alternate No. 2: North General Aviation Apron; and
4. Additive Alternate No. 3: Pinson Drive and Infield Drainage Improvements.

2. Services of Engineer

Services to be performed by the Engineer in this Task Order are listed below and amend Paragraphs 5 & 6 of Exhibit A of this Contract.

Construction Phase Services:

1. Construction Administration Services as described in attached Exhibit C-8;
2. Resident Project Representative Services as described in Exhibit D-8;
3. Provide Geotechnical Engineering Services, as required;
4. Provide Construction Materials Testing Services, as required; and
5. Provide Surveying Services for Grade Control.

Closeout Phase Services:

1. Provide Closeout Services as described in attached Exhibit E-8.

3. CITY's Responsibilities

CITY shall have those responsibilities set forth in Exhibit A of this Contract.

Exhibit B-9

**FEE SCHEDULE
KSA Engineers, Inc.
CONTRACT FOR PROFESSIONAL A/E SERVICES
CITY OF CORPUS CHRISTI
FOR
CORPUS CHRISTI INTERNATIONAL AIRPORT
CORPUS CHRISTI, TEXAS**

Original Contract	
TASK	FEE
Task Order No. 1 – Preparation of Environmental Assessment	\$161,649.00
Task Order No. 2 – AGIS Airspace Analysis and Data Submittal/Upload	\$286,416.00
Task Order No. 3 – Runway 17-35 Extension/Displacement and Connecting Taxiway Project	\$566,000.00
Task Order No. 4/1000' – Runway 13-31 Extension/Displacement and Connecting Taxiway Project	\$720,000.00
Task Order No. 4A/600' – Runway 13-31 Extension/Displacement and Connecting Taxiway Project	\$148,000.00
Task Order No. 5 – Taxiway Utilization Study	\$80,196.00
Total Original Project Fees	\$1,962,261.00
Amendment No. 1	
Topographic Survey, Plats, Metes & Bounds for Right of Way Acquisition for Access to Relocated Approach Lighting System for Runway 17 (Supplement to Task Order No. 2)	\$ 5,577.50
Amendment No. 2	
Task Order No. 6 - North General Aviation Apron	\$49,400.00
Amendment No. 3	
Task Order No. 7 - Pinson Road & Employee Parking Drainage Improvements	\$24,150.00
Amendment No. 4	
Additional Desktop Biological and Jurisdictional Waters Evaluation (Supplement to Task Order No. 1)	\$4,028.45
Amendment No. 5	
Infield Taxiway Connectors/Runway 17-35 Project (Supplement to Task Order No. 3)	\$100,000.00
Amendment No. 6	
Infield Taxiway Connector/Runway 17-35 Project (Supplement to Task Order No. 3)	\$40,000.00
Amendment No. 7	
Infield Taxiway Connectors/Runway 13-31 Project (Supplement to Task Order No. 4)	\$201,800.00

Amendment No. 8	
Revise Environmental Assessment and Perform Environmental Due Diligence Audit (EDDA) for NAVAID Relocations (Supplement to Task Order No. 1)	\$16,010.00
Amendment No. 9	
Task Order No. 8 - Construction Administration Fees for RWY 17-35 Extension/Displacement and Connecting Taxiways Project	\$1,000,000.00
Amended Total Fee	\$3,403,226.95

ADDITIONAL CONTRACTS

Sanitizer Installation Design	\$19,680.00
Total Fee	\$19,680.00
Jetway Bridge Holding Position Markings & Diversion Aircraft Parking Layout	\$16,925.00
Total Fee	\$16,925.00

Exhibit C-9

Construction Administration Services

Construction Phase

The Engineer shall provide the following Construction Phase services on a time and materials basis:

A. Engineer shall provide the following services:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Provide a full time on-site professional engineer as Construction Manager:*
 - a. The Engineer shall provide a full time on-site professional engineer to serve as Construction Manager in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. The Construction Manger will determine if the Work is proceeding in accordance with the Contract Documents, and shall keep Owner informed of the progress of the Work.
 - b. The purpose of Construction Manager is to provide for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Construction Manager shall not, supervise, direct, or have control over the Work, nor shall the Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
3. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Construction Manager and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in attached Exhibit A, "Duties, Responsibilities and Limitations of Authority of

Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority.

4. *Independent Testing Laboratory*: Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
5. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
6. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
13. *Inspections and Tests*: Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the

responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents*: Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
 17. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Final Notice of Acceptability of the Work*: Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
 19. *Defective Work*: Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.
 20. *Correction Period*: Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific

Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

1.02 Closeout Phase

C. Engineer shall:

1. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
2. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

Exhibit D-9

Resident Project Representative

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.

- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- e. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.

5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

Exhibit E-9

Closeout Phase Services

After written authorization to proceed with the Closeout Phase, Engineer Shall:

1. Provide City of Corpus Christi with a CD containing the final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard and the actions(s) taken. The report shall include any pay reduction applied and reasons for accepting any out of tolerance material.
2. Prepare and submit one CD containing plan drawings in single page monochrome TIFF format at a minimum resolution of 400 dpi or a maximum sheet size of ANSI D (22" x 34") showing those changes made during the construction process based on the marked-up prints, drawings and other data furnished by contractor(s) to Engineer and those changes which Engineer considers significant.
3. Update the existing Airport Layout Plan (ALP) as necessary to indicate items completed during construction. Field verification of runway end coordinates and elevations are required if they have been altered during construction. Transfer the updated existing ALP to a computer aided design and drafting (CADD) format as directed by Agent. The Engineer shall furnish the Agent with three (3) review copies, and upon approval, two reproducible Mylars of minimum 4 mil thickness and fifteen (15) copies of the ALP and one set of computer diskettes of a type directed by the Agent containing a CADD copy of the ALP. If aerial photography is necessary for the ALP update, the Engineer shall furnish the Agent with one copy of aerial photographs.
4. Furnish Agent with 5 bound copy(ies) of all approved catalog cuts, warranties, maintenance data, parts lists, and names of equipment and materials suppliers.
5. Coordinate with FAA to provide as-built survey data for the runway extension to include the runway endpoint and 50 foot stations on centerline. Survey data submission will be conducted per FAA Advisory Circulars 150/5300-16, 150/5300-17 and 150/5300-18 and submitted on-line via the FAA's Airport GIS web application.
6. Furnish City of Corpus Christi and FAA with the RPR's original diaries.
7. Furnish City of Corpus Christi and FAA with a copy of the contractor's Notice of Termination (NOT) to TCEQ as necessary for SWP3.
8. Prepare a Notice of Termination (NOT) for City of Corpus Christi and FAA to submit to TCEQ as necessary for SWP3.
9. Conduct an inspection of the Project prior to the expiration of any warranty period and advise the Agent of any recommended action to be taken under the terms of any warranty.

Exhibit F-9

BASIS FOR CONSTRUCTION ADMINISTRATION AND CLOSEOUT FEES

<u>Basic Services</u>	<u>Amount</u>	<u>Breakdown</u>	<u>Firm</u>
Construction Manager PE (Base Bid + Add Alts 1, 2 & 3)	\$400,000.00	(\$158.12/hr x 40hr/wk x 63.24wks)	KSA
Geotechnical Engineer PE	\$ 40,000.00	(\$180.00/hr x 8hr/wk x 27.78wks)	ROCK
Secretarial	\$ 50,000.00	(\$18.00/hr x 40hr/wk x 69.44wks)	KSA
Misc.	\$ 25,000.00	(Postage + Truck + Incidentals)	
Total	\$515,000.00		

Inspection and Construction Materials Testing

RPR #1 (Base Bid + Add Alt 1)	\$220,000.00	(\$72.00/hr x 40hr/wk x 76.39wks)	LNV
CMT (Base Bid + Add Alt 1)	\$ 94,732.00	(Estimate from Testing Lab)	ROCK
Grade Control	\$ 20,000.00	(Surveying)	LNV
Total	\$334,732.00		

RPR#2 (Add Alt 2) – North GA Apron	\$ 80,000.00	(\$72.00/hr x 40hr/wk x 36.46wks)	LNV
CMT (Add Alt 2)	\$ 10,000.00	(Estimate from Testing Lab)	ROCK
Grade Control	\$ 10,000.00	(Surveying)	LNV
Total	\$100,000.00		

RPR#2 (Add Alt 3) – Pinson Drive & Infield Drainage	\$ 25,000.00	(\$72.00/hr x 40hr/wk x 36.46wks)	LNV
CMT (Add Alt 3)	\$ 5,268.00	(Estimate from Testing Lab)	ROCK
Total	\$ 30,268.00		

Closeout Fees

Closeout of Base Bid and Add Alts 1, 2 & 3	\$ 20,000.00	Lump Sum Fee-Total Project	KSA
Total	\$ 20,000.00		

**TOTAL CONSTRUCTION ADMINISTRATION
(BASE BID + ADD ALT 1) \$849,732.00**

**TOTAL CONSTRUCTION ADMINISTRATION
(ADD ALT 2) – North GA Apron \$100,000.00**

**TOTAL CONSTRUCTION ADMINISTRATION
(ADD ALT 3) – Pinson Drive & Infield Drainage \$30,268.00**

**TOTAL CONSTRUCTION ADMINISTRATION
& CLOSEOUT (BASE BID + ADD ALTS 1, 2 & 3) \$1,000,000.00**



SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

City of
Corpus
Christi

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: KSA Engineers, Inc.

P. O. BOX: _____

STREET ADDRESS: 140 E. Tyler Suite 600 CITY: Lanham TX ZIP: 75601

FIRM IS: 1. Corporation 2. Partnership
4. Association 5. Other 3. Sole Owner

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.
1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Department (if known)	Job Title	and City
<u>N/A</u>			

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Committee	Board, Commission or
<u>N/A</u>		

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>N/A</u>	

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Joncie H. Young Title: President
(Type or Print)

Signature of Certifying Person:



Date: 1/10/2012

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.