

**AMENDMENT NO. 31 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 Joncie H. Young, President, (ENGINEER), which agree as follows:

1. **DECLARATIONS.** "CITY" desires to engage "ENGINEER" to provide services in connection with City's project, described as follows: Runway 13/31 Extension Displacement (Project No. E11047, E12156, E12156A) "Project".


2. **SCOPE OF WORK.** "ENGINEER" 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 "ENGINEER" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a total fee not to exceed \$74,803.00 (in figures), (Seventy Four Thousand Eight Hundred Three Dollars and Zero Cents) (in words) for a total revised fee not to exceed \$6,739,912.71 (in figures), (Six Million Seven Hundred Thirty Nine Thousand Nine Hundred Twelve Dollars and Seventy One Cents) (in words).

**CITY OF CORPUS CHRISTI**

**KSA ENGINEERS, INC.**

\_\_\_\_\_  
Natasha Fudge, P.E. (Date)  
Director of Capital Programs

  
\_\_\_\_\_  
Joncie H. Young, P.E. (Date) 7/8/14  
President  
140 E. Tyler, Suite 600  
Longview, TX 75601  
(972) 542-2995  
(972) 542-6750

**RECOMMENDED**

\_\_\_\_\_  
Fred Segundo (Date)  
Director of Aviation

**APPROVED**

\_\_\_\_\_  
Office of Mgmt and Budget (Date)

**ATTEST**

\_\_\_\_\_  
CITY SECRETARY

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| <p>Project No. <u>E11047, E12156, E12156A</u><br/>Airport 2012 GO<br/>Funding source:<br/>550950-3024-00000-G50E11047 <u>\$74,803.00</u><br/>Encumbrance Number: _____</p> |
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**EXHIBIT A  
CITY OF CORPUS CHRISTI, TEXAS**

**Additional Design Components to the Runway 13-31 Extension/Displacement  
and Connecting Taxiways Project  
at the Corpus Christi International Airport**

**I. SCOPE OF SERVICES**

This proposal provides scope, schedule, and budget estimates for Design Phase Service fees for the Additional Design Components to the Runway 13-31 Extension/Displacement and Connecting Taxiways project at the Corpus Christi International Airport.

Design and Bidding Phase Services will be performed as described in Exhibit A of the Engineer's existing Contract for A/E Professional Services, dated May 17, 2011.

Proposed fees and information are provided in association with Ferguson Consulting, Inc.

The Engineer shall provide the following services:

**A. SCOPE OF WORK**

1. Replace existing RWY 13 8-element Localizer array with new 14-element Localizer array. The replacement of the Localizer array shall include the Localizer equipment, foundation, and all associated site work in accordance with providing acceptable drainage and access to the site. The existing Localizer shelter will remain in place.
2. Revise/replace existing RWY 31 8-element Localizer array with new 14-element Localizer array. The replacement of the Localizer array shall include the Localizer equipment, foundation, and all associated site work in accordance with providing acceptable drainage and access to the site. The existing Localizer shelter will be relocated.
3. New T4 electrical taxiway lighting circuit. The T4 circuit shall include the consolidation of multiple existing taxiway lighting circuits, including TWYs F, G, H, and J.
4. Replacement of existing incandescent taxiway lights with LED taxiway lights on TWYs F, G, H, and J.
5. Replacement of existing incandescent guidance signs with LED guidance signs on TWYs F, G, H, and J.
6. Rename the portion of TWY G from the new Coast Guard facility to the west GA apron as TWY K. All relevant guidance signs will be updated to reflect this change.
7. Update the Airport Sign and Marking Plan and coordinate review and approval with the FAA.
8. Replacement of the Airport's existing rotating beacon.
9. Reconfiguration of the pavement and lighting south of RWY 31 threshold from a blast pad to a stopway.
10. Removal and replacement of the Airport's existing primary windcone with a new windcone and segmented circle.

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| <b>AMEND. NO. 31<br/>EXHIBIT A<br/>Page 1 of 3</b> |
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11. Provide analysis of the loadings on all six existing/proposed airfield electrical circuits (RWY 1, RWY 2, TWY 1, TWY 2, TWY 3, and TWY 4). Provide a spare regulator to be used as a backup to the existing/proposed taxiway regulators.
12. Reconfiguration of security fencing access gates from 16' manual double-leaf swing gates to 20' manual rolling security gates.
13. Remove existing plan sheets 123, 124, 125, 167, 168, 169, and 170. These sheets were for additive alternate combinations that were not awarded.
14. Incorporation of additional FAA comments to plans and specifications provided after the bidding process for the project was complete. This includes FAA required modifications to plan sheets 1, 22, 54, 56, 61, 62, 74, 105, 106, 121, 138, 141, 144, 145, 149, 150, 151, 153, 154, 155, 156, 158, 159, 162, 163, 165, and A1, as provided by Steve Myrosh on June 3, 2014. Specifications will be modified to as necessary to resolve any conflicts with the FAA required plan sheet modifications.
15. Add FAA Specifications FAA-E-2013e, FAA-E-2042c, and FAA-E-2072b as reference documents to the specifications as requested by the FAA. Plans and/or specifications will be modified as necessary to resolve any conflicts with the added reference documents.
16. Modification of plans and/or specifications as necessary to resolve any conflicts with the FAA required modifications as noted in a letter from the FAA on May 7, 2014 regarding the City's Procurement Documentation for the subject project.
17. Modifications to existing contract documents to incorporate the changes of this amendment.
18. Coordination and negotiation with Contractor to provide pricing for the changes of this amendment as a Change Order cost.
19. This amendment assumes one set of review comments of the Design Phase documents will be provided by the Owner and one set of review comments of the Design Phase documents will be provided by the FAA. Additional modifications will be made to the Design Phase documents as necessary in accordance with the Owner and FAA review comments. Any additional modifications requested after the initial Owner and FAA review comments will require additional compensation by the Owner. Any additional scope of work noted in the Owner and FAA review comments that is not specifically noted herein will require additional compensation by the Owner.

**B. DESIGN REQUIREMENTS**

1. Plans and specifications shall be in full compliance with all design and construction standards of the FAA, City of Corpus Christi, and other governing authorities, as applicable.

**C. TRAVEL**

1. This amendment excludes travel expenses for the Preliminary Design Phase and Final Design Phase as it is assumed all review meetings will take place via teleconference. Any requested dates of travel will require additional compensation by the Owner.

**D. DELIVERABLES**

1. This amendment includes submission of electronic copies of modified/added plans and specifications for review of the design modification components of this amendment. Any

other requested copies of plans and specifications will require additional compensation by the Owner.

2. As requested by the FAA, this amendment also includes the submission of up to eight (8) sets of ANSI D (22" x 34") plan drawings, fifteen (15) sets of ANSI B (11" x 17") plan drawings, and fifteen (15) sets of specifications for the consolidated Runway 13-31 Extension/Displacement and Connecting Taxiways project, including all modifications/additions made through addenda and through this amendment. Any other requested copies of plans and specifications will require additional compensation by the Owner.

## II. SCHEDULE

The Design Phase will commence with written notification from the Owner to the Engineer and will terminate upon delivery of Design Documents to the Owner by the Engineer. The Design Phase shall be completed within four (4) weeks of phase commencement. Additional modifications will be made as necessary in accordance with Owner and FAA review comments of the Design Phase documents.

The Final Design Phase will commence with receipt of all Preliminary Design Documents review comments by the Engineer from all governing authorities and will terminate upon delivery of Final Design Documents to the Owner by the Engineer. The Final Design Phase shall be completed within one (2) weeks of phase commencement.

## III. FEES

The Engineer proposes to provide Design Phase services for \$74,803.00 on a lump sum basis.

**Exhibit B**

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

| <b>Original Contract</b>   |                       |
|--|-----------------------|
| <b>TASK</b>  | <b>FEE</b>            |
| 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           |
| <b>Total Original Project Fees</b>   | <b>\$1,962,261.00</b> |
| <b>Amendment No. 1</b>   |                       |
| 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           |
| <b>Amendment No. 2</b>   |                       |
| Task Order No. 6 - North General Aviation Apron  | \$49,400.00           |
| <b>Amendment No. 3</b>   |                       |
| Task Order No. 7 - Pinson Road & Employee Parking Drainage Improvements  | \$24,150.00           |
| <b>Amendment No. 4</b>   |                       |
| Additional Desktop Biological and Jurisdictional Waters Evaluation (Supplement to Task Order No. 1)  | \$4,028.45            |
| <b>Amendment No. 5</b>   |                       |
| Infield Taxiway Connectors/Runway 17-35 Project (Supplement to Task Order No. 3)   | \$100,000.00          |
| <b>Amendment No. 6</b>   |                       |
| Infield Taxiway Connector/Runway 17-35 Project (Supplement to Task Order No. 3)  | \$40,000.00           |
| <b>Amendment No. 7</b>   |                       |

|  |                |
|--|----------------|
| Infield Taxiway Connectors/Runway 13-31 Project<br>(Supplement to Task Order No. 4)  | \$201,800.00   |
| <b>Amendment No. 8</b>   |                |
| Revise Environmental Assessment and Perform Environmental Due Diligence Audit (EDDA) for NAVAID Relocations<br>(Supplement to Task Order No. 1)                            | \$16,010.00    |
| <b>Amendment No. 9</b>   |                |
| Task Order No. 8 - Construction Administration Fees for RWY 17-35 Extension/Displacement and Connecting Taxiways Project   | \$1,000,000.00 |
| <b>Amendment No. 10</b>  |                |
| AGIS Attribute Revisions for the Truncation of RWY 13 Extension from 1600' to 1000' (Supplement to Task Order No. 2)   | \$8,573.25     |
| <b>Amendment No. 11</b>  |                |
| Civil, Electrical and NAVAID Design Revisions for the Truncation of RWY 13 Extension from 1600' to 1000' (Supplement to Task Order No. 4)                                  | \$20,000.00    |
| <b>Amendment No. 12</b>  |                |
| Taxiway Utilization Study Update for the Truncation of RWY 13 Extension from 1600' to 1000' (Supplement to Task Order No. 5)   | \$2,300.00     |
| <b>Amendment No. 13</b>  |                |
| Task Order No. 9 – Phases 1 & 2 Reconstruction of East General Aviation Apron (Areas 1 & 2)  | \$121,050.00   |
| <b>Amendment No. 14</b>  |                |
| Task Order No. 10 – East General Aviation Apron Extension  | \$140,000.00   |
| <b>Amendment No. 15</b>  |                |
| Task Order No. 11 – East General Aviation Apron Wash Rack  | \$25,000.00    |
| <b>Amendment No. 16</b>  |                |
| Task Order No. 12 – Gate 10B Replacement   | \$6,549.25     |
| <b>Amendment No. 17</b>  |                |
| Task Order No. 8 - Construction Administration Fees for RWY 17-35 Extension/Displacement and Connecting Taxiways Project - Adjustment to Amendment No. 9 – E11122, E11046  | 0.00           |
| <b>Amendment No. 18</b>  |                |
| Task Order No. 8 - Construction Administration Fees for RWY 17-35 Extension/Displacement and Connecting Taxiways Project - Adjustment to Amendment No. 9 – E11046, Testing | 0.00           |
| <b>Amendment No. 19</b>  |                |
| Task Order No. 8 – Repackaging Task Orders 4, 10,11; E11047  | 10,000.00      |

|   |                       |
|---|-----------------------|
| <b>Amendment No. 20</b>   |                       |
| Repackage the bid documents of the Runway 17/35 project Extension/<br>Displacement and Connecting Taxiway, E11046A                          | \$4,300.00            |
| <b>Amendment No. 21</b>   |                       |
| Construction Administrative Services for Gate 10B Construction Project<br>E13062  | \$31,038.60           |
| <b>Amendment No. 22</b>   |                       |
| Water Distribution Modeling Associated with 48" TM Closure at CCIA  | \$9,500.00            |
| <b>Amendment No. 23</b>   |                       |
| Multi-User Flight Information Display System (MUFIDS) Modifications at<br>CCIA  | \$36,000.00           |
| <b>Amendment No. 24</b>   |                       |
| 17-35 Runway NavAids additional scope to provide Environmental Due<br>Dilligence Audit (EDDA) waivers                                       | \$5,800.00            |
| <b>Amendment No. 25</b>   |                       |
| Gate 10B – Additional Scope of Construction Admin and Inspection<br>Services  | \$7,371.50            |
| <b>Amendment No. 26</b>   |                       |
| 17-35 Runway Additional Survey Scope  | \$2,300.00            |
| <b>Amendment No. 27</b>   |                       |
| 13/31 Runway Additional Field Investigation by RETL.  | \$9,315.00            |
| <b>Amendment No. 28</b>   |                       |
| 17/35 Runway Extension/Displacement and Connecting Taxiways   | \$49,680.56           |
| <b>Amendment No. 29</b>   |                       |
| Enhanced Safety Improvements in State Highway 44 Right of Way   | \$48,465.00           |
| <b>Amendment No. 30</b>   |                       |
| Construction Administration Phase and Close Out Service Fees for the<br>Runway 13-31 Extension/Displacement and Connecting Taxiways Project | \$2,724,339.60        |
| <b>Amendment No. 31</b>   |                       |
| Additional Design Components to the Runway 13-31<br>Extension/Displacement and Connecting Taxiways Project                                  | \$74,803.00           |
| <b>Amended Total Fee</b>  |                       |
|   | <b>\$6,739,912.71</b> |

**ADDITIONAL CONTRACTS**

|   |                    |
|---|--------------------|
| Sanitizer Installation Design   |                    |
| <b>Total Fee</b>  | <b>\$19,680.00</b> |
| Jetway Bridge Holding Position Markings & Diversion Aircraft Parking Layout   |                    |
| <b>Total Fee</b>  | <b>\$16,925.00</b> |
| Blast Study for Aircraft Powering In and Out of East RON Positions and Add Aircraft Jet Engine Ingestion Zone Markings to the Holding Position Markings at Gates 1, 3B and 6A |                    |
| <b>Total Fee</b>  | <b>\$11,672.50</b> |
| Resident Project Representative for Sanitizer Installation  |                    |
| <b>Total Fee</b>  | <b>\$4,500.00</b>  |



**COMPLETE PROJECT NAME**

Project No. XXXX

Invoice No. 12345

Invoice Date:

|                                     | Contract       | Amd No. 1      | Amd No. 2      | Contract        | Amount Invoiced | Previous Invoice | Total Invoice  | Percent Complete |
|-------------------------------------|----------------|----------------|----------------|-----------------|-----------------|------------------|----------------|------------------|
| <b>Basic Services:</b>              |                |                |                |                 |                 |                  |                |                  |
| Preliminary Phase                   | \$1,000        | \$0            | \$0            | \$1,000         | \$0             | \$1,000          | \$1,000        | 100%             |
| Design Phase                        | 2,000          | 1,000          | 0              | 3,000           | 1,000           | 500              | 1,500          | 50%              |
| Bid Phase                           | 500            | 0              | 250            | 750             | 0               | 0                | 0              | 0%               |
| Construction Phase                  | 2,500          | 0              | 1,000          | 3,500           | 0               | 0                | 0              | 0%               |
| <b>Subtotal Basic Services</b>      | <b>\$6,000</b> | <b>\$1,000</b> | <b>\$1,250</b> | <b>\$8,250</b>  | <b>\$750</b>    | <b>\$1,500</b>   | <b>\$2,500</b> | <b>30%</b>       |
| <b>Additional Services:</b>         |                |                |                |                 |                 |                  |                |                  |
| Permitting                          | \$2,000        | \$0            | \$0            | \$2,000         | \$500           | \$0              | \$500          | 25%              |
| Warranty Phase                      | 0              | 1,120          | 0              | 1,120           | 0               | 0                | 0              | 0%               |
| Inspection                          | 0              | 0              | 1,627          | 1,627           | 0               | 0                | 0              | 0%               |
| Platting Survey                     | TBD            | TBD            | TBD            | TBD             | TBD             | TBD              | TBD            | 0%               |
| O & M Manuals                       | TBD            | TBD            | TBD            | TBD             | TBD             | TBD              | TBD            | 0%               |
| SCADA                               | TBD            | TBD            | TBD            | TBD             | TBD             | TBD              | TBD            | 0%               |
| <b>Subtotal Additional Services</b> | <b>\$2,000</b> | <b>\$1,120</b> | <b>\$1,627</b> | <b>\$4,747</b>  | <b>\$500</b>    | <b>\$0</b>       | <b>\$500</b>   | <b>11%</b>       |
| <b>Summary of Fees</b>              |                |                |                |                 |                 |                  |                |                  |
| Basic Services Fees                 | \$6,000        | \$1,000        | \$1,250        | \$8,250         | \$750           | \$1,500          | \$2,500        | 30%              |
| Additional Services Fees            | 2,000          | 1,120          | 1,627          | 4,747           | 500             | 0                | 500            | 11%              |
| <b>Total of Fees</b>                | <b>\$8,000</b> | <b>\$2,120</b> | <b>\$2,877</b> | <b>\$12,997</b> | <b>\$1,250</b>  | <b>\$1,500</b>   | <b>\$3,000</b> | <b>23%</b>       |

**Basic Services:**

Preliminary Phase

Design Phase

Bid Phase

Construction Phase

Subtotal Basic Services

**Additional Services:**

Permitting

Warranty Phase

Inspection

Platting Survey

O & M Manuals

SCADA

Subtotal Additional Services

**Summary of Fees**

Basic Services Fees

Additional Services Fees

Total of Fees



City of  
Corpus  
Christi

SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

## 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: Longview ZIP: 75601

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

### 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       | Job Title and City Department (if known) |
|------------|--|
| <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       | Board, Commission or Committee |
|------------|--------------------------------|
| <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> | _____      |
| _____      | _____      |
| _____      | _____      |

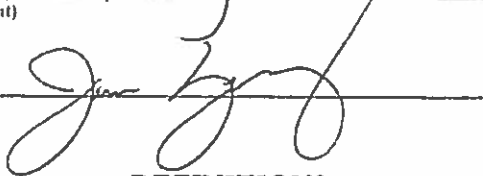
### FILING REQUIREMENTS

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 Young Title: President  
(Type or Print)

Signature of Certifying Person:  Date: 5/27/14

### 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.