

This is **EXHIBIT K**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 6, 2014.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 4**

*1. Background Data:*

- a. Effective Date of Owner-Engineer Agreement: June 6, 2014
- b. Owner: Grand Prairie Municipal Airport, City of Grand Prairie
- c. Engineer: KSA Engineers, Inc.
- d. Project: Terminal Building Electrical Service Improvements

*2. Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services: Services as described in Attachment 1. Resident Project Representative Services will be performed in accordance with Exhibit D of the original Agreement dated June 6, 2014.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: N/A
- c. The responsibilities of Owner are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: Fee schedule as described in Attachment 1.
- e. The schedule for rendering services is modified as follows: The schedule shall be as described in Attachment 1.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: N/A

**5. Agreement Summary (Reference only)**

- a. Original Agreement amount: \$ 37,500.00
- b. Net change for prior amendments: \$ 44,370.00
- c. This amendment amount: \$ 91,420.00
- d. Adjusted Agreement amount: \$173,290.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

Grand Prairie Municipal Airport,  
OWNER: City of Grand Prairie

ENGINEER: KSA Engineers, Inc.

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

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

Name: Anna Doll

Name: Joncie H. Young, P.E.

Title: Deputy City Manager

Title: President

Date  
Signed: \_\_\_\_\_

Date Signed: 6/26/15



A · DYNAMIC · PERSPECTIVE

8875 Synergy Drive  
McKinney, TX 75070  
972.542.2995

## ATTACHMENT 1

Randy Byers  
City of Grand Prairie  
PO Box 534045  
Grand Prairie, TX 75053

**Re: Grand Prairie Municipal Airport (AIRPORT) via email delivery**  
**Terminal Building Electrical Service Improvements**  
**Proposal for Professional Engineering Services**  
**Amendment No. 4 – Construction Administration Fees**

Dear Mr. Byers:

KSA (ENGINEER) is pleased to present this letter to serve as our proposal to provide amended engineering services (AMENDMENT 4) associated with the above-referenced project (PROJECT). The following scope of services is provided to the City of Grand Prairie (CITY) by the ENGINEER for professional Construction Administration Phase Services and Closeout Phase Services for the PROJECT.

Additional services to be provided by the ENGINEER via AMENDMENT 4 include the following:

### A. TDLR Review

After written authorization to proceed, ENGINEER shall:

- Register for and obtain an accessibility review and inspection of the PROJECT, in accordance with the Texas Department of Licensing and Regulation (TDLR).

### B. Construction Administration Phase

After written authorization to proceed, the ENGINEER shall:

- Prior to commencement of construction operations, attend a pre-construction conference with the CITY, CONTRACTOR, and other governmental authorities, as needed.
- In connection with observations of the work of the CONTRACTOR while it is in progress, make visits to the site at intervals appropriate to the various stages of construction as the ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the CONTRACTOR's work. This proposal includes six (6) site observations to be performed by the ENGINEER, including the Final Walk-Through. Should the requirement for additional site visits be necessary, a change to the PROJECT scope and additional fees may be required.
  - The purpose of the ENGINEER's visits to the site will be to enable the ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by the ENGINEER during the Construction Administration Phase, and, in addition, by exercise of the ENGINEER's efforts as an experienced and qualified design professional, to provide for the CITY a greater degree of confidence that the completed work of the CONTRACTOR will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the CONTRACTOR. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of the CONTRACTOR's work in progress, supervise, direct or have control over the CONTRACTOR's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction

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selected by the CONTRACTOR, for safety precautions and programs incident to the work of the CONTRACTOR or for any failure of the CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of the CONTRACTOR nor assumes responsibility for the CONTRACTOR's failure to furnish and perform its work in accordance with the Contract Documents.

- The ENGINEER will attend a Final Walk-Through with the CONTRACTOR and CITY representatives to determine if construction work has been generally completed in conformance with the plans and specifications and prepare a list of visually non-conforming items and un-completed items of work.
- During site visits and on the basis of such observations, provide written correspondence of the CONTRACTOR's work while it is in progress if the ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. However, the ENGINEER does not have the authority to stop the CONTRACTOR's work.
- Issue necessary clarifications and interpretations to Requests for Information (RFIs) of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The ENGINEER shall revise the Contract Documents, as required, with respect to any RFIs.
- Review and approve (or take other appropriate action in respect of) 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.
- Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by the CONTRACTOR.
- Provide the services of a part-time Resident Project Representative (RPR) at the project site to assist the ENGINEER and to provide more extensive observation of the CONTRACTOR's work.
- 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 the CITY, prior to their incorporation into the work of the PROJECT with appropriate professional interpretation thereof.
- Provide construction survey verification services in order to determine if construction work has been generally completed in conformance with the plans.

The ENGINEER shall not be responsible for the acts or omissions of the CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work unless the work is done in conformance with the plans and specifications of the ENGINEER. The ENGINEER shall not be responsible for the CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents.

The Construction Phase will commence upon written authorization by the CITY to proceed and will terminate upon completion of construction operations by the CONTRACTOR as accepted by the CITY.

### **C. Closeout Phase**

After written authorization to proceed, ENGINEER shall:

- Prepare PROJECT Record Drawings from as-constructed drawings provided by the CONTRACTOR.
- Collect and submit CITY required closeout documents.

The Closeout Phase will commence upon written authorization by the CITY to proceed and will terminate upon submission of the Record Drawings and closeout documents.

#### D. Deliverables

Deliverables shall be as follows for each phase:

- Record Drawings
  - One (1) complete full-size (22' x 34") bound, mylar copy of Record Drawings and one (1) CD containing digital copies (pdf and CADD) of the plans for the CITY.
  - One (1) complete full-size (22' x 34") bound copy of Record Drawings and one (1) CD containing digital copies (pdf and CADD) of the plans for the AIRPORT.

#### E. Payment

Payments to the ENGINEER shall be as follows for each phase / task:

Phase / Task	Payment Method	Fee
TDLR Review and Inspection	Lump Sum	\$2,060.00
Construction Administration	Lump Sum	\$23,600.00
Resident Project Representative (RPR)	Reimbursable	\$31,000.00
Construction Survey Verification	Reimbursable	\$4,500.00
Construction Materials Testing	Reimbursable	\$24,960.00
Closeout	Lump Sum	\$3,800.00
Non-Design Expenses	Reimbursable	\$1,500.00
AMENDMENT 4 TOTAL		\$91,420.00

#### F. Schedule

The schedule shall be as follows for each phase:

- |   |  |
|---|--|
| • TDLR Review and Inspection            | Complete within 2 Weeks of NTP to Begin Phase  |
| • Construction Administration           | Complete within 26 Weeks of NTP to Begin Phase |
| • Resident Project Representative (RPR) | Complete within 26 Weeks of NTP to Begin Phase |
| • Construction Survey Verification      | Complete within 26 Weeks of NTP to Begin Phase |
| • Construction Materials Testing        | Complete within 26 Weeks of NTP to Begin Phase |
| • Closeout                              | Complete within 4 Weeks of NTP to Begin Phase  |
| • Non-Design Expenses                   | As Required                                    |

If the proposal is to your satisfaction, KSA will prepare a contract meeting the conditions as stated herein and will send to the CITY for execution.

If you have comments or require additional information, please give me a call.

Respectfully,

KSA Engineers, Inc.



Elliot Neph, P.E.  
Engineering Manager

Enclosures

pc: