

City of Las Cruces
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 9 Ordinance/Resolution#10-11-315 Council District: 4

For Meeting of July 19, 2010
(Adoption Date)

TITLE:

A RESOLUTION APPROVING THE AWARD OF A CONTRACT FOR DESIGN THROUGH BIDDING PHASE SERVICES FOR THE REHABILITATION OF TAXIWAY "A" AT THE LAS CRUCES INTERNATIONAL AIRPORT TO DELTA AIRPORT CONSULTANTS, INC., OF ALBUQUERQUE, NEW MEXICO, IN THE AMOUNT OF \$366,372 PLUS NEW MEXICO GROSS RECEIPTS TAX IN THE AMOUNT OF \$25,800 FOR A TOTAL OF \$392,172, AND ADJUSTING THE CITY OF LAS CRUCES FISCAL YEAR 2010-2011 BUDGET IN THE AMOUNT OF \$ 392,172.

PURPOSE(S) OF ACTION: To award a contract for engineering design services for the rehabilitation of Taxiway "A" at the Las Cruces International Airport to Delta Airport Consultants, Inc. These services will also include the preparation of all documents necessary for the City to conduct the bidding process for this project. The Resolution includes a budget adjustment to include the FAA grant funds which will pay for this project in the City's FY 2010-2011 budget.

Name of Drafter: Lisa Murphy, LM Airport Administrator		Department: Facilities/Airport		Phone: 541-2471	
Department	Signature	Phone	Department	Signature	Phone
Facilities		541-2651	Budget		2300
			Assistant City Manager		2271
Legal		541-2128	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The condition of Taxiway "A", the most heavily used taxiway at Las Cruces International Airport, has recently deteriorated significantly to the point where the pavement is in very poor condition. After being made aware of this, the Federal Aviation Administration (FAA) has given the City permission to use funds remaining in Airport Improvement Program (AIP) Grant # 3-35-0024-23, which was originally granted to cover part of the cost of the Runway 12-30 reconstruction, for the design of the Taxiway "A" rehabilitation. There are funds remaining in this grant due to cost under-runs on the Runway 12-30 reconstruction project.

Delta Airport Consultants, Inc., of Albuquerque, New Mexico, currently has an on-call Airport Architectural and Engineering Services with the City pursuant to Resolution 07-08-

(Continue on additional sheets as required)

319 and taxiway rehabilitation design is on the approved project list. As such, Delta has submitted a task order to perform design and bidding phase services in the amount of \$366,372 plus New Mexico Gross Receipts Tax in the amount of \$25,800 for a total of \$392,172. These services will include engineering design of the taxiway as well as the preparation of all construction and bidding documents the City will need in order to go out to bid for this project. The total fee amount also includes reimbursable fees for subcontracted services such as geotechnical and surveying work. The fee has been reviewed by an outside firm through the Independent Fee Estimate process and deemed to be reasonable. Thus, staff recommends that City Council award the project to Delta Airport Consultants, Inc.

The design work is expected to take 120 calendar days and will be paid for with funds remaining in the AIP grant. AIP funds do require a 2.5% City match and a 2.5% State match, but as these grant funds have already been allocated to the City, the City's and the State's match portions have already been budgeted. However, even though the City will incur no additional costs for this taxiway design project, a budget adjustment is necessary to include the grant funds in the City's FY 2010-2011 adopted budget.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Airport Improvement- Taxiways 4300-43806050-854132-70B09	\$392,172	\$392,172

1. Resolution
2. Exhibit "A", Purchasing Manager's Request to Contract Form
3. Exhibit "B", Budget Adjustment Request Form
4. Attachment "C", Task Order Number 8 to the Agreement for Professional Services between the City of Las Cruces and Delta Airport Consultants, Inc.
5. Attachment "D", Airport Map showing location of Taxiway "A"

OPTIONS / ALTERNATIVES:

1. Vote "Yes". This will allow the City to enter into a contract with Delta Airport Consultants, Inc., for design through bidding phase services for the rehabilitation of Taxiway A, and will adjust the City's 2010-2011 budget in the amount of \$392,172.
2. Vote "No". This will not allow the City to enter into a contract for design and bidding phase services for the rehabilitation of Taxiway "A" with Delta Airport Consultants, Inc., and will not adjust the City's budget, resulting in the probable loss of the remaining FAA Airport Improvement Program Grant funds.
3. Postpone consideration of the Resolution and provide staff with additional direction.

(Continue on additional sheets as required)

RESOLUTION NO. 10-11-315

A RESOLUTION APPROVING THE AWARD OF A CONTRACT FOR DESIGN THROUGH BIDDING PHASE SERVICES FOR THE REHABILITATION OF TAXIWAY "A" AT THE LAS CRUCES INTERNATIONAL AIRPORT TO DELTA AIRPORT CONSULTANTS, INC., OF ALBUQUERQUE, NEW MEXICO, IN THE AMOUNT OF \$366,372 PLUS NEW MEXICO GROSS RECEIPTS TAX IN THE AMOUNT OF \$25,800 FOR A TOTAL OF \$392,172, AND ADJUSTING THE CITY OF LAS CRUCES FISCAL YEAR 2010-2011 BUDGET IN THE AMOUNT OF \$392,172.

The City Council is informed that:

WHEREAS, the City of Las Cruces, New Mexico, a municipal corporation, is the owner of certain real property known as the Las Cruces International Airport; and

WHEREAS, the condition of Taxiway "A" at the Las Cruces International Airport has deteriorated significantly; and

WHEREAS, in 2009 the City received FAA Airport Improvement Fund Grant # 3-35-0024-23 as part of the recent Runway 12-30 reconstruction and there are funds remaining in this Grant; and

WHEREAS, the Federal Aviation Administration has given the City permission to use the funds remaining in the Airport Improvement Program Grant for the Taxiway "A" Rehabilitation design; and

WHEREAS, Delta Airport Consultants, Inc., has submitted a proposal through their on-call Airport Architectural and Engineering Services contract with the City of Las Cruces to conduct Rehabilitate Taxiway "A" design through bidding phase services in the amount of \$392,172; and

WHEREAS, Staff has reviewed the proposal and recommends a contract award to Delta Airport Consultants, Inc.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

Resolution No. 10-11-315
Page 2

(I)

THAT Task Order Number 8 to the Agreement for Professional Services Between the City of Las Cruces and Delta Airport Consultants, Inc., for Design through Bidding Phase Services for the Rehabilitate Taxiway "A" at the Las Cruces International Airport is approved in the amount of \$366,372 plus New Mexico Gross Receipts Tax in the amount of \$25,800 for a total of \$392,172.

(II)

THAT the Purchasing Manager is authorized to contract with Delta Airport Consultants, Inc., as outlined in the signed Exhibit "A", Purchasing Manager's Request to Contract Form.

(III)

THAT the City's Fiscal Year 2010-2011 adopted budget is amended in the amount of \$392,172 as in the attached Exhibit "B", Budget Adjustment Request.

(IV)

THAT City staff and officials are directed to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima : _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

CITY OF LAS CRUCES**PURCHASING MANAGER'S REQUEST TO CONTRACT**

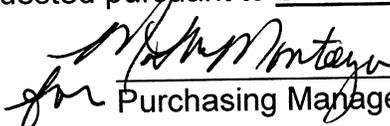
For Meeting of: July 19, 2010

Resolution No.: 10-11-315
(Refer to Folder 09-10-467)**Existing Contract Purchase For
Airport Architectural and Engineering Services
Design Through Bidding Phase For The Rehabilitation of Taxiway A**

The Las Cruces City Council is provided the following information concerning this request:

BID/RFP SOLICITATION INFORMATION:

1. Original Bid/RFP & Due Date: **RFP #07-08-319/ May 6, 2008**
2. Description of Bid/RFP: **Airport Architectural and Engineering Services**
3. Number of Original Responses Accepted: **Eight (8)**
4. Existing Contract Expiration Date: **September 2, 2010**
5. Last Contract Renewal by Council: **Resolution No. 09-10-467/January 19, 2010**
6. Using Department: **Facilities/Airport**
7. Current Award Recommendation To: **Delta Airport Consultants, Inc.**
8. Total Award Amount (includes estimated tax): **\$392,172.00**
9. Contract Duration: **120 Calendar Days**

PROCUREMENT CODE COMPLIANCE:The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316**.


Purchasing Manager



Date
CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	TBD
---------------------------------------	-----

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011**

FUND	DIVISION		FUND TYPE	
Airport Improvement Fund 4300	Facilities		Capital Project	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustments	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 717,248	737,787		737,787
REVENUES				
570010 - Interest Income	\$ 20,539	20,000		20,000
570015 Net Incr (Decr) Fair Value Investment	0	0		0
70B03 - FAA Grant - Airport Lights and Signs	0	0		0
70B03 - State Grant - Airport Lights and Signs	0	0		0
70B04 - State Grant - Master Plan	0	0		0
70C00 - FAA Grant - Air Traffic Control Tower Phase I	19,818	970,182		970,182
70C00 - State - Air Traffic Control Tower Phase I	0	0		0
70B00 - FAA Grant - West End Taxiway	0	0		0
70B00 - State Grant - West End Taxiway	0	0		0
70B08 - Rehab Runway 12-30	0	9,844		9,844
70B08 - State Grant - Rehab Runway 12-30	0	0		0
70B09 - Rehab Runway 12-30	1,918,240	815,422	392,172	1,207,594
70B09 - Rehab Runway 12-30	71,938	0		0
Total Revenues	\$ 2,030,535	1,815,448	392,172	2,207,620
Total Resources	\$ 2,747,783	2,553,235	392,172	2,945,407
EXPENDITURES				
Other Airport Improvement Projects				
70B00 - West End Taxiway	\$ 0	0		0
70C00 - Air Traffic Control Tower	19,818	970,182		970,182
70B08 - Rehab Runway 12-30	0	9,844		9,844
70B09 - Rehab Runway 12-30	1,990,178	815,422	392,172	1,207,594
70B09 - Rehab Runway 12-30	0	0		0
Total Other Airport Improvement Projects	\$ 2,009,996	1,795,448	392,172	2,187,620
Total Expenditures	\$ 2,009,996	1,795,448	392,172	2,187,620
ENDING BALANCE	\$ 737,787	757,787	0	757,787

*Projected based on 8 months actual through February 28, 2010 and 4 months projected.

TASK ORDER NO. EIGHT (8)

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF LAS CRUCES, NEW MEXICO

THE OWNER

AND

DELTA AIRPORT CONSULTANTS, INC.

THE ENGINEER

DATE: May 17, 2010

AIP PROJECT NO. 3-35-0024-023-2009

DELTA PROJECT NO. NM 10078

**REHABILITATE TAXIWAY "A"
(DESIGN THROUGH BIDDING PHASE SERVICES)**

TASK ORDER NO. EIGHT (8)

TO THE AGREEMENT
FOR PROFESSIONAL SERVICES

BETWEEN OWNER AND ENGINEER

May 17, 2010

This Task Order No. Eight (8), dated May 17, 2010, is made part of the Agreement for Professional Services dated September 2, 2008, between the City of Las Cruces, New Mexico, the OWNER, and Delta Airport Consultants, Inc., the ENGINEER, for work at the Las Cruces International Airport, Las Cruces, New Mexico.

The following revisions and/or additions are made to the original Agreement for Professional Services.

ADD the following paragraphs to **Article 6**:

6.9 It is understood that the Engineer will proceed on the project after a notice-to-proceed from the Owner. The Engineer shall complete the preliminary and design phase services within one hundred twenty (120) calendar days after the notice-to-proceed.

ADD the following paragraphs to **Article 7**:

7.17 REHABILITATE TAXIWAY "A" – Design through Bidding Phase Services

Compensation for design through bidding will be a lump sum fee of \$299,009, plus estimated NMGR of ~~\$19,900~~ ^{21,000}. The lump sum fee is based on the scope items detailed in Attachment "TO 8-1".

7.18 REHABILITATE TAXIWAY "A" – Design Reimbursables

Reimbursables and subcontracted services for the design and bidding phase will be compensated on a unit price plus fixed fee basis. Compensation for these services shall be limited to a budget amount of \$67,363, plus estimated NMGR of ~~\$4,500~~ ^{4,800} as outlined in Attachment "TO 8-1", unless written authorization has been received from the Owner.

TASK ORDER NO. EIGHT (8)

The following attachments are made part of this Agreement:

- Attachment "TO 8-1" Estimated Workhours and Summary of Fees (Articles 7.17/7.18)
- Attachment "TO 8-2" Subconsultant RFP's and Proposals

All other provisions of the original Agreement remain unchanged.

OWNER:

City of Las Cruces
 P.O. Box 20000
 Las Cruces, New Mexico 88004

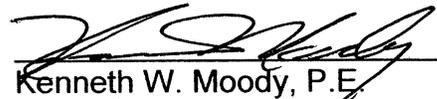
Signature

DATE: _____

Witness

ENGINEER:

Delta Airport Consultants, Inc.
 7804 Pan American Freeway NE, Suite 4
 Albuquerque, New Mexico 87109


 Kenneth W. Moody, P.E.

DATE: 5/19/2010


 Witness

ATTACHMENT "TO 8-1"

**ESTIMATED WORKHOURS AND SUMMARY OF FEES
(ARTICLES 7.17/7.18)**

ATTACHMENT "TO 8-1"
Estimated Workhours - Article 7.17

Rehabilitate Taxiway "A"
 Design thru Bidding

Las Cruces International Airport
 Las Cruces, New Mexico

AIP Project No. 3-35-0024-023-2009
 Delta Project No. NM 10078

Date: May 17, 2010

Description	No.	Principal (hr)	PM (hr)	PD (hr)	Tech (hr)	Admin (hr)
PLANS						
Cover Sheet	1	0	2	2	2	0
Alternates Sheet	1	0	4	8	8	0
Summary of Quantities	1	0	2	8	8	0
General Layout	1	0	4	8	12	0
Project Notes	1	2	4	16	8	4
Phasing Layout	2	2	16	16	24	0
Phasing Notes	1	2	8	8	4	2
Phasing Details	1	0	8	4	4	0
Phasing Plan - Work Areas	4	4	24	24	32	2
Demolition Plan	12	0	16	24	48	0
Geometric Layout	12	0	16	24	48	0
Grading & Drainage	12	2	96	144	192	0
Erosion & Sediment Control Notes	1	0	4	8	8	2
Erosion & Sediment Control Details	2	0	4	8	12	0
Typical Sections	1	0	4	4	12	0
Pavement Details	1	0	8	16	24	0
Drainage Details	1	0	4	8	12	0
Miscellaneous Details	1	0	8	16	16	0
Marking Layout	2	0	8	16	24	0
Marking Details	1	0	4	8	12	0
Electrical Layout - Edge Lighting & Signs	8	2	16	24	48	0
Electrical Details - Edge Lighting & Signs	3	0	8	16	32	2
Sign Schedule	1	0	4	8	16	0
Drainage Profiles	3	0	4	12	12	0
Centerline Profiles	6	0	8	12	24	0
Cross Sections	12	0	4	12	24	0
	92					
DESIGN						
Predesign Meeting	1	0	16	16	8	2
Geometric Design		4	16	24	0	0
Grading Design		4	48	96	0	0
Drainage Design		2	24	24	0	0
Erosion & Sediment Control Design		0	8	16	0	0
Pavement Design		2	8	8	0	0
Electrical Design		4	24	16	0	0
Design Correspondence		0	24	16	4	8
Final Design Engineering Report	1	4	24	24	4	8
Quantities		2	12	24	8	0
Estimates		2	16	24	0	0
Specifications		8	32	48	0	40
Design Meetings/Site Visits	1	0	12	12	0	0
Quality Control Reviews		4	16	0	4	2

ATTACHMENT "TO 8-1"
Estimated Workhours - Article 7.17

Rehabilitate Taxiway "A"
 Design thru Bidding

Las Cruces International Airport
 Las Cruces, New Mexico

AIP Project No. 3-35-0024-023-2009
 Delta Project No. NM 10078

Date: May 17, 2010

Description	No.	Principal (hr)	PM (hr)	PD (hr)	Tech (hr)	Admin (hr)
BIDDING						
Bid Preparation & Advertisement		0	2	4	0	2
Pre-Bid Meeting	1	0	12	0	0	2
Bidder Questions & Addenda		0	24	16	8	8
Bid Opening		0	8	0	0	0
Bid Tabulation		0	2	4	0	2
Basic Service Hours Subtotal:		50	616	826	702	86
SPECIAL SERVICES						
Independent Fee Estimate Package		0	2	12	4	4
Coordinate Geotechnical Surveys		0	8	16	0	2
Coordinate Ground Surveys		0	8	16	0	2
Coordinate Constructability Review		0	2	4	0	2
Owner Coordination		0	24	16	0	8
FAA Environmental Coordination		0	16	24	0	8
FAA ADO & State Coordination		0	24	16	0	4
Local Agency Coordination (E&SC, SWM)		0	12	8	0	2
User/Tenants Meetings	1	0	12	12	0	4
Phasing Development		0	16	24	4	0
Bid Alternates Development		0	16	16	0	0
7460 Preparation		0	2	8	4	2
Update ALP (for final project geometry)		0	4	8	16	0
FAA & State Project Application	1	0	2	4	0	2
FAA & State Pay Requests	2	0	4	8	0	2
Special Service Hours Subtotal:		0	152	192	28	42

ATTACHMENT "TO 8-1"
Summary of Fees - Article 7.17

Rehabilitate Taxiway "A"
 Design thru Bidding

Las Cruces International Airport
 Las Cruces, New Mexico

AIP Project No. 3-35-0024-023-2009
 Delta Project No. NM 10078

Date: May 17, 2010

Description	Est Hrs	Hourly Rate	Est Cost	Fixed Fee	Totals
-------------	---------	-------------	----------	-----------	--------

Work Hour Cost (w/Overhead)

Basic Services

Principal	50	\$154	7,700	1,155
Project Manager	616	\$149	91,784	13,768
Project Designer	826	\$78	64,428	9,664
Technician	702	\$68	47,736	7,160
Administrative	86	\$69	5,934	890

Subtotal: 2280 \$217,582 \$32,637 \$250,219

Special Services

Principal	0	\$154	0	0
Project Manager	152	\$149	22,648	3,397
Project Designer	192	\$78	14,976	2,246
Technician	28	\$68	1,904	286
Administrative	42	\$69	2,898	435

Subtotal: 414 \$42,426 \$6,364 \$48,790

Total Basic & Special Services: \$260,008 \$39,001 \$299,009

Lump Sum Fee: \$299,009

NMGRT (Est.): ~~\$19,900~~
 21,000 M

<p>Article 7.17 Budget Amount: \$348,909 320,009 M</p>

ATTACHMENT "TO 8-1"
Reimbursables - Article 7.18

Rehabilitate Taxiway "A"
 Design thru Bidding

Las Cruces International Airport
 Las Cruces, New Mexico

AIP Project No. 3-35-0024-023-2009
 Delta Project No. NM 10078

Date: May 17, 2010

Description	Est Cost	Fixed Fee	Totals
<u>Reimbursable Expenses</u>			
Travel & Miscellaneous	2,000	300	
Printing (incl bidding)	5,000	750	
Bid Advertisement	1,000	150	
Constructability Review (Connico)	5,000	500	
Design Geotechnical (Geo-Test)	19,250	1,925	
Design Ground Surveys (Summitt)	28,625	2,863	
	\$60,875	\$6,488	\$67,363
<u>Estimate Cost & Fixed Fee</u>			
		Unit Price + Fixed Fee:	\$67,363
		NMGRT (Est.):	\$4,500 4,800 <i>h</i>
Article 7.18 Budget Amount:			\$71,863 72,163 <i>M</i>

ATTACHMENT "TO 8-2"

SUBCONSULTANT RFP's and PROPOSALS



May 14, 2010

**Delta Airport Consultants, Inc.
7804 Pan American Fwy NE, Suite 4
Albuquerque, New Mexico 87**

Attn: Mr. Ken Moody, PE

**RE: Proposal for Geotechnical Investigation
Rehabilitate Taxiway A
Las Cruces International Airport
Las Cruces, New Mexico**

Dear Mr. Moody:

As requested, we are submitting a cost proposal for a geotechnical investigation for the above referenced project. The purpose of our investigation will be to gather information relative to the physical properties of the underlying site soils.

The investigation will include the following:

1. MOBILIZATION AND DEMOBILIZATION

A soil sampling drill rig and necessary drilling and sampling tools will be moved to the site and removed from the site at completion of the field investigation.

2. FIELD INVESTIGATION

A total of 32 borings (30 to a depth of 5 feet and 2 to a depth of 10 feet) are planned to be drilled through the existing taxiway. The borings will be staggered left and right of centerline. Standard penetration tests and split spoon or open end drive sampling will be conducted in the borings at approximate depths of 1 foot and 3 feet. Borings may be terminated at shallower depths should practical auger refusal be experienced. Geo-Test will provide barricades. All borings will be patched using QPR patch material.

3. LABORATORY TESTING

Laboratory testing will be limited to those tests necessary to gather

GEO-TEST, INC.
3204 RICHARDS LANE
SANTA FE,
NEW MEXICO
87507
(505) 471-1101
FAX (505) 471-2245

8528 CALLE ALAMEDA NE
ALBUQUERQUE,
NEW MEXICO
87113
(505) 857-0933
FAX (505) 857-0803

2805-A LAS VEGAS CT.
LAS CRUCES,
NEW MEXICO
88007
(575) 526-6260
FAX (575) 523-1660

sufficient information for engineering analysis based on subsurface conditions encountered. Testing will include performing sieve analyses on base course and subbase; performing sieve analyses, Atterberg limits, and moisture contents on subgrade samples; and performing 5 soaked CBR tests each on base course, subbase, and subgrade (a total of 15 CBR's). CBR tests will be performed at optimum moisture and modified compaction

Information gathered in the field and laboratory investigation will be reduced and will be presented in a data report as follows:

- A. Logs of test borings, a site plan showing their approximate location and a description of procedures and equipment used in the field program.
- B. Results of laboratory tests.
- C. A description of the geotechnical profile, suitability as borrow, difficulty of excavation, soil moisture content and groundwater, if encountered.

Based on available information, we feel the investigation previously outlined will be adequate to provide needed subsurface information.

Charges for the scope of work outlined herein will be \$19,250.00. Applicable taxes will be added to all fees. Acceptance of this proposal is indicated by signing the following acceptance form and returning it to this office.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices at this time and location. This warranty is in lieu of all other warranties either expressed or implied.

GEO-TEST, INC.
3204 RICHARDS LANE
SANTA FE,
NEW MEXICO
87507
(505) 471-1101
FAX (505) 471-2245

8528 CALLE ALAMEDA NE
ALBUQUERQUE,
NEW MEXICO
87113
(505) 857-0933
FAX (505) 857-0803

2805-A LAS VEGAS CT.
LAS CRUCES,
NEW MEXICO
88007
(575) 526-6260
FAX (575) 523-1660



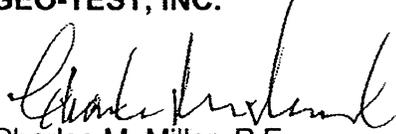
Las Cruces International Airport

May 14, 2010

Page 3

Should you have any questions concerning this proposal, we will welcome the opportunity to review and clarify. We certainly appreciate your consideration of our firm for the geotechnical engineering services required for the project.

Respectfully submitted:
GEO-TEST, INC.


Charles M. Miller, P.E.

Accepted for:

(Organization Responsible for Payment)

By:

(Name and Title)

Signature:

Date:

GEO-TEST, INC.
3204 RICHARDS LANE
SANTA FE,
NEW MEXICO
87507
(505) 471-1101
FAX (505) 471-2245

8528 CALLE ALAMEDA NE
ALBUQUERQUE,
NEW MEXICO
87113
(505) 857-0933
FAX (505) 857-0803

2805-A LAS VEGAS CT.
LAS CRUCES,
NEW MEXICO
88007
(575) 526-6260
FAX (575) 523-1660

**DELTA AIRPORT
CONSULTANTS, INC.**

April 23, 2010

Mr. Tim Byres, P.E.
Geo-Test
2805 Las Vegas Court #A
Las Cruces, NM 88007

RE: Request for Proposal
Subsurface Investigation
Rehabilitate Taxiway "A"
Las Cruces International Airport
Las Cruces, New Mexico
AIP Project No. 3-35-0024-Pending
Delta Project No. NM 10078

Dear Mr. Byres:

Delta Airport Consultants, Inc. is requesting a proposal from your firm to provide Design Geotechnical Services for the above referenced project at Las Cruces International Airport. This project will include the rehabilitation (reconstruction) of Taxiway "A" and associated connector taxiways, as well as the construction of a new connector taxiway at Runway 26. A marked layout of the Airport is enclosed for your review and reference.

SCOPE OF WORK

Taxiway Rehabilitation

1. Approximately thirty-two (32) borings will be required in the existing taxiway pavement. The borings shall be placed approximately every 200 feet along the Taxiway "A" centerline and at each connector taxiway. The borings shall be staggered right and left of the taxiway centerline and placed as recommended by the on-site geotechnical engineer.
2. Split spoon borings to a depth of five (5) feet below the pavement subgrade will be required. The asphalt pavement shall be cored to preclude surface damage. The depth of each pavement layer shall be clearly noted. Several bag samples of the base and/or subbase course shall be saved for sieve analysis.
3. Standard sieve analysis with the FAA's normal screens shall be run on bag samples of the existing base and/or subbase stone material.
4. Bag samples shall be obtained to run five (5) soaked laboratory CBR's at optimum moisture and modified proctor compaction for the base, subbase, and subgrade materials. If base and subbase materials exist, the type material shall be noted along with the suitability of the material for use as a new P-154 Subbase Course.

10078C001

7804 Pan American Freeway NE, Suite 4 • Albuquerque, New Mexico 87109

phone: (505) 797- 4921 • fax: (505) 797-1725 • www.deltaairport.com

Mr. Tim Byres, P.E.
April 23, 2010
Page 2

Connector Taxiway Construction

5. Two (2) borings (B-29 and B-30) will be required in the future connector taxiway area as shown on the enclosed layout. The boring locations may be adjusted in the field as required to avoid existing utilities, structures, etc., and as recommended by the on-site geotechnical engineer. All borings shall extend to a depth of ten (10) feet below the ground surface.

For all borings, classification and depth of each soil group by the Unified Classification System (visual method) shall be recorded. The approximate depth of water table should be reported. Liquid limit, plastic limit, in-place moisture content, and sieve analysis of the existing soil materials shall be obtained in accordance with normal procedure as necessary to determine suitability for structural fill. Bag samples shall be obtained as necessary to run laboratory CBR's at optimum moisture and modified proctor for each soil type. The material shall be analyzed for suitability as borrow and for ease of excavation.

The depth of existing topsoil should be reported. Samples of the existing topsoil and subsoil shall be obtained and a basic soil fertility test completed on each.

6. Bag samples shall be obtained to run three (3) soaked laboratory CBR's at optimum moisture and modified proctor compaction for the subgrade materials.

General Scope Items

7. The geotechnical report should include all test data, recommendations concerning the quantity and quality of rock, if any, the suitability of the soil material for the embankment, description/recommendations on the condition of the existing pavement structure, design CBR recommendations, equivalency factors for existing pavements versus new pavements, as well as any other pertinent recommendations. The report should be sealed by a registered professional engineer in the State of New Mexico.
8. All borings shall be refilled and firmly compacted at the completion of the field work each day. The field crew shall not leave the site until all borings have been checked to assure satisfactory backfill and no settlement.
9. All boring locations shall be reported with station and offset from taxiway centerline. The stationing on the enclosed plan shall be used.

Mr. Tim Byres, P.E.
April 23, 2010
Page 3

GENERAL

10. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with Delta Airport Consultants, Inc. The proposal should include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. A copy of Delta's subconsultant contract has been attached for your review.
11. All crews working in the active aircraft operation areas shall have aviation band radios and monitor the UNICOM Frequency (122.7 MHZ) at all times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. It should be anticipated that work shall be performed during closures of the taxiway. Your firm will be required to provide the necessary closed taxiway markers. A detail of the closed taxiway marker and low profile barricades required is attached.
12. As soon as your services are complete, your firm should invoice Delta Airport Consultants, Inc. Your invoice will then be included with the next Delta invoice. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. In order to be included with the next Delta invoice, your invoice should be received no later than the 25th of the month
13. The invoice shall, at a minimum, include the following:
 - a. Project name
 - b. Airport name
 - c. Delta project number
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
14. The Airport Manager must be contacted prior to beginning any reconnaissance and/or field work inside and outside the Airport Security fence or adjacent properties.

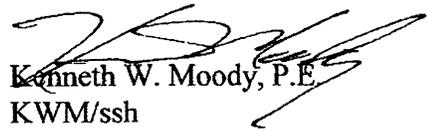
Ms. Lisa Murphy, AICP
Airport Manager
Las Cruces International Airport
Phone: (575) 541-2471
15. If your firm is a disadvantaged business enterprise (DBE), provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

Mr. Tim Byres, P.E.
April 23, 2010
Page 4

Delta is requesting your proposal on or before May 7, 2010. It is anticipated that a notice-to-proceed for your work will be given during immediately upon receipt and acceptance of your proposal. Upon receipt of the notice-to-proceed, it is requested that the geotechnical report be forwarded to our office within thirty (30) calendar days.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



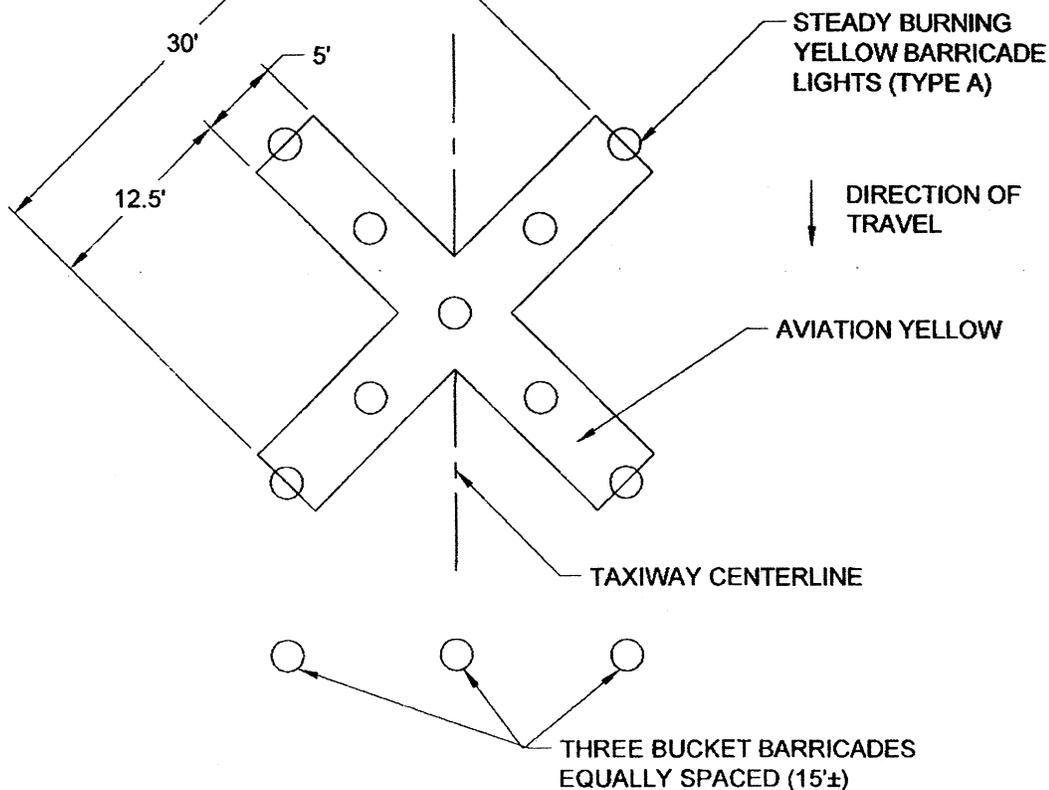
Kenneth W. Moody, P.E.

KWM/ssh

Enclosures

cc: Lisa Murphy, City of Las Cruces

w/encl



LIGHTED CLOSED TAXIWAY MARKER DETAIL

NTS

NOTES:

1. CLOSED MARKERS SHALL BE INSTALLED AS THE FIRST ITEM OF WORK.
2. THE CLOSED MARKERS MAY BE CONSTRUCTED OF 40 POUND ROOFING PAPER, SNOW FENCE, OR ANY OTHER MATERIAL APPROVED BY THE ENGINEER.
3. THE CONTRACTOR SHALL MAKE FREQUENT INSPECTION OF THE MARKINGS AND MAKE PROMPT REPAIRS AS NECESSARY.
4. THE CONTRACTOR SHALL SCHEDULE THE CLOSING OF THE TAXIWAYS IN ACCORDANCE WITH THE GENERAL AND PHASING NOTES.
5. LIGHTS REQUIRED IF THE AREA BEING MARKED IS TO BE CLOSED AT NIGHT.
6. RELOCATIONS AND MULTIPLE SET UPS AND REMOVALS OF THE CLOSED MARKERS SHALL BE INCIDENTAL TO THE UNIT COST OF EACH MARKER WHERE IN NO SEPARATE PAYMENT WILL BE MADE.

DRAWING: 10078 LIGHTED CLOSED TAXIWAY MARKER DETAIL.dwg LAYOUT: L1

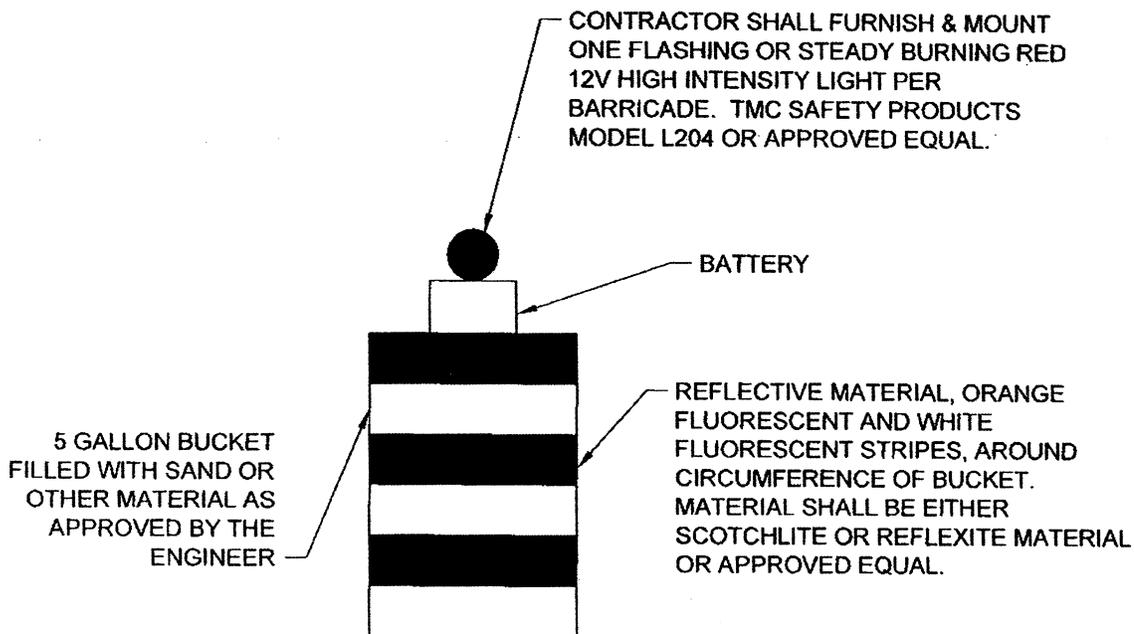


www.deltaairport.com

LIGHTED CLOSED TAXIWAY MARKER LAS CRUCES INTERNATIONAL AIRPORT

DRAWN BY: NEM CHECKED BY: TJS SCALE: NTS DATE: APRIL 2010

EXHIBIT
2



BUCKET AVIATION BARRICADE DETAIL

NTS

NOTES:

1. LIGHT SHALL BE CLAMPED TO BUCKET BARRICADE OR MOUNTED TO LID.
2. FOR AIRSIDE USE ONLY.

DRAWING: 10078 BUCKET BARRICADE DETAIL.dwg LAYOUT: Layout1



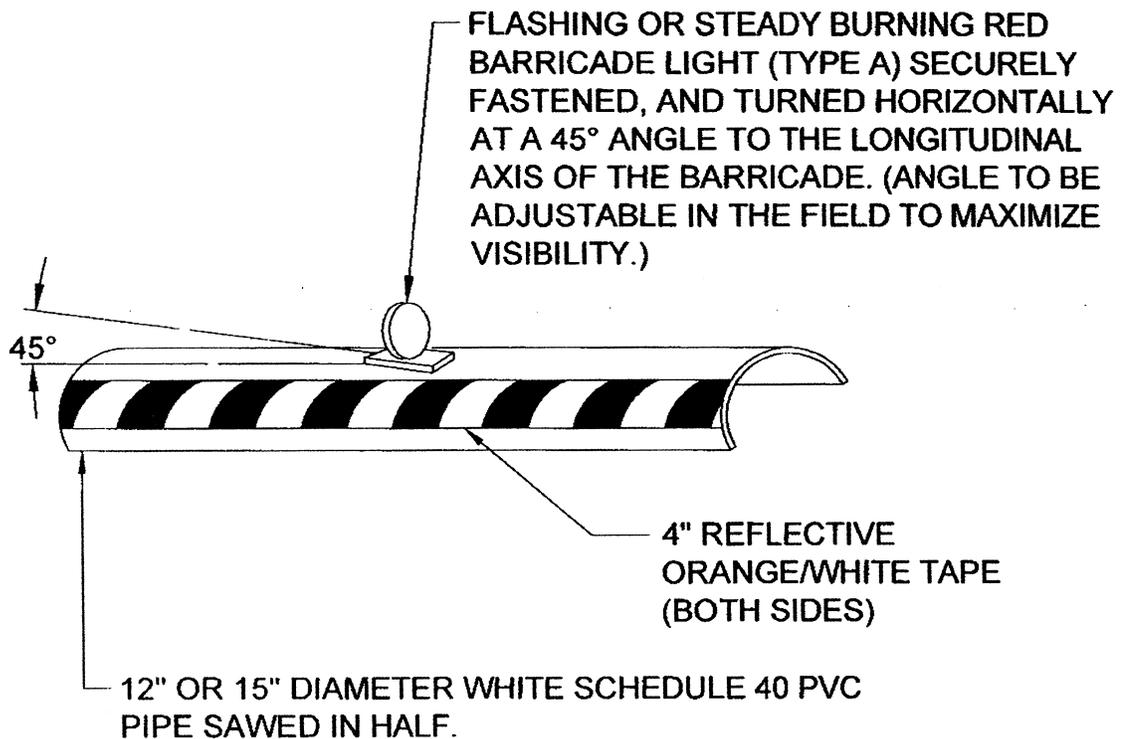
www.deltaairport.com

BUCKET AVIATION BARRICADE DETAIL LAS CRUCES INTERNATIONAL AIRPORT

DRAWN BY: NEM CHECKED BY: TJS SCALE: NTS DATE: APRIL 2010

EXHIBIT

3



PIPE AVIATION BARRICADE DETAIL

NTS
(LOW PROFILE)

NOTES:

1. BARRICADES SHALL BE SPACED A MAXIMUM OF 5' APART.
2. BARRICADES SHALL BE A MINIMUM OF 10' IN LENGTH.
3. BARRICADES SHALL BE ADEQUATELY SECURED WITH SAND BAGS OR OTHER APPROVED METHODS TO WITHSTAND HIGH WINDS AND/OR JET BLAST.
4. THE CONTRACTOR SHALL MAKE FREQUENT INSPECTION OF THE BARRICADES AND MAKE PROMPT REPAIRS AS NECESSARY.
5. LIGHT SHALL BE INSPECTED AND OPERATING EVERY NIGHT.

DRAWING: 10078 PIPE AVIATION BARRICADE DETAIL.dwg LAYOUT: L1



www.deltairport.com

LOW PROFILE BARRICADE DETAIL
LAS CRUCES INTERNATIONAL AIRPORT

EXHIBIT

4

DRAWN BY: NEM CHECKED BY: TJS SCALE: NTS DATE: APRIL 2010

EXHIBIT 1

GENERAL CONDITIONS

No access to the airport shall occur without ENGINEER's knowledge. Security training and access badges may be required. Aircraft shall always have the right of way unless provisions have been made and confirmed by SUBCONSULTANT that operational surfaces are closed to aircraft operations.

ENGINEER is the prime professional with respect to SUBCONSULTANT's services to be performed under this Agreement and shall assist with coordinating SUBCONSULTANT's services with the services of others involved in the Project. SUBCONSULTANT shall, to the fullest extent possible, coordinate its services with the services of others involved in the project. SUBCONSULTANT is ENGINEER's independent consultant, and is not a joint-venturer with ENGINEER.

SECTION 1 - SERVICES OF SUBCONSULTANT

SUBCONSULTANT shall provide ENGINEER the services outlined in the attached RFP and subconsultant proposal. In the event of a conflict between the terms of the subconsultant proposal and the terms of this Agreement, the terms of this Agreement shall control. The SUBCONSULTANT shall at SUBCONSULTANT's own expense obtain all data and information necessary for the performance of his services. SUBCONSULTANT is responsible to see that the documents prepared and services rendered hereunder conform to the regulations, codes, and special requirements of the place where the Project is located. All of SUBCONSULTANT's communications to or with OWNER or ENGINEER's other consultants will be through or with the knowledge of ENGINEER.

SECTION 2 - ENGINEER'S RESPONSIBILITIES

ENGINEER shall provide all criteria and full information available to ENGINEER as to OWNER's requirements for the work. ENGINEER shall place at SUBCONSULTANT's disposal Drawings, Specifications, schedules, and other information prepared by or available to ENGINEER, which ENGINEER considers pertinent to SUBCONSULTANT's responsibilities hereunder, on all of which SUBCONSULTANT may reasonably rely in performing services hereunder except as may be specifically noted otherwise in writing. ENGINEER shall request OWNER to make provisions for SUBCONSULTANT to enter upon public and private property as required for performance of services under this Agreement. ENGINEER shall give prompt notice to CONSULTANT whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of SUBCONSULTANT's services.

SECTION 3 - PAYMENTS TO CONSULTANT

ENGINEER shall pay SUBCONSULTANT for Services rendered under Section 1. SUBCONSULTANT may submit monthly statements for Services rendered. If ENGINEER objects to any statement submitted by SUBCONSULTANT, ENGINEER shall so advise SUBCONSULTANT in writing giving reasons therefor within fourteen (14) days of receipt of such bill. ENGINEER shall bill OWNER monthly on account of CONSULTANT's services and expenses and shall pay CONSULTANT within fourteen (14) days of the time ENGINEER receives payment from OWNER on account therefor. It is intended that payments to CONSULTANT will be made as ENGINEER is paid by OWNER under the Agreement for Professional Services and that ENGINEER shall exert reasonable and diligent efforts to collect prompt payment from OWNER.

SECTION 4 - GENERAL CONSIDERATIONS

4.1 Termination. The obligation to provide further services under this Agreement may be terminated by SUBCONSULTANT upon seven (7) days' written notice to ENGINEER in the event of substantial failure by ENGINEER to perform in accordance with the terms hereof through no fault of SUBCONSULTANT. It may also be terminated by ENGINEER with or without cause upon seven (7) days' written notice to SUBCONSULTANT. In the event of any termination, SUBCONSULTANT will be paid for services rendered to the date of termination plus unpaid Reimbursable Expenses.

4.2 Insurance. ENGINEER and SUBCONSULTANT shall each procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Also ENGINEER and SUBCONSULTANT shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any error, omission, or negligent act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions, and for such periods of time as set forth in this agreement; and certificates indicating that such insurance is in effect will be provided by SUBCONSULTANT.

4.3 Controlling Law. This Agreement is to be governed by the law applicable to the agreement between OWNER and ENGINEER.

4.4 Successors and Assigns. ENGINEER and SUBCONSULTANT each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of each are bound, to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. Neither ENGINEER nor SUBCONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due, or moneys that are due) this Agreement without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than ENGINEER and SUBCONSULTANT.

EXHIBIT 2

MANDATORY FEDERAL CONTRACT PROVISIONS

CIVIL RIGHTS ACT OF 1964, TITLE VI - CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

1. **Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
2. **Prompt Payment.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

For all contracts that exceed the simplified acquisition threshold, presently set at \$100,000. Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. 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 contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

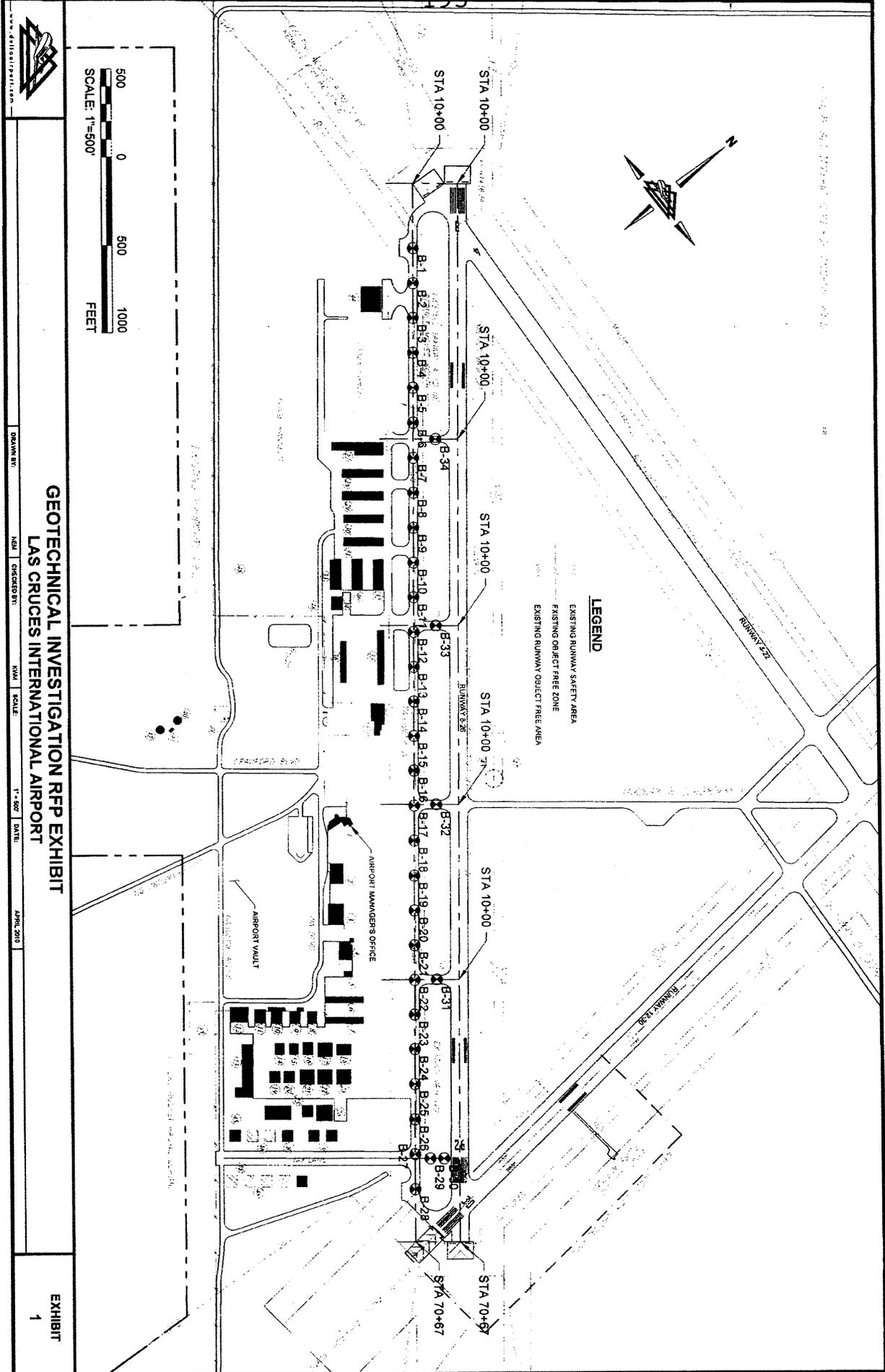
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

For all contracts that exceed \$25,000, and funded under the AIP, the bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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 proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

EXHIBIT 3

**ENGINEER's Request for Proposal
&
SUBCONSULTANT's Proposal**



www.digitalsite.com

GEOTECHNICAL INVESTIGATION RFP EXHIBIT
LAS CRUCES INTERNATIONAL AIRPORT

DRAWN BY: NMI | CHECKED BY: NMI | SCALE: 1" = 500' | DATE: APRIL 2010

EXHIBIT
1

May 3, 2010

Delta Airport Consultants, Inc.
7804 Pan American Freeway NE
Albuquerque, New Mexico 87109

Attn: Kenneth W. Moody, P.E.

**RE: Cost Proposal For Design Ground Surveys
Rehabilitation of Taxiway "A"
Las Cruces, New Mexico**

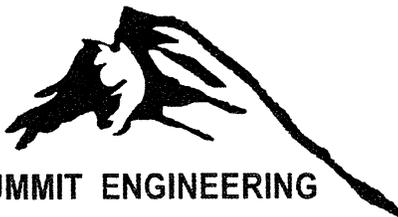
Dear Mr. Moody:

As requested, we have prepared a cost proposal for performing design ground surveys for the rehabilitation of Taxiway "A", at the Las Cruces International Airport. The ground survey would produce planimetric and topographic information for the area referenced in your request for proposals, for the existing Taxiway "A" and affected area. As per your request for proposals, work completed under the scope of work would comply with the following:

Work Item 1

1. Baseline for Runway 8-26, Taxiway "A" and Baseline A-1, along with the connecting taxiway baselines would all be established as indicated in the maps enclosed in the RFP. The baselines would be established at 50 foot stations and marked at 200 foot stations. Cross sections would be determined at 50 foot stations between Sta 9+00 and Station 71+00 along the Taxiway "A" baseline. At the intersections, spot elevations would be taken along a 25 foot grid and include all edge of pavements and breaks in grade. All utilities and drainage structures would be located and referenced as per the scope of work. Horizontal control shall be based on State Plane Coordinate System, Nad 83. Vertical control shall be based on NGS NAVD 88. Provide locations for 34 pavement corings and soil borings, and install 4 permanent benchmarks.

Description	Unit Rate	Hours	Cost
Field Crew	\$175.00	105 hrs	\$18,375.00
Survey Technician	\$75.00	30 hrs	\$ 2,250.00
Drafting Technician	\$65.00	40 hrs	\$ 2,600.00
		Total	\$23,225.00



SUMMIT ENGINEERING

CIVIL ENGINEERING - DESIGN - CONSULTING PO BOX 375 FAIRACRES, NEW MEXICO 88033 (575) 527-5321 FAX (575) 527-1161

Las Cruces International Airport
Delta Airport Consultants, Inc.

May 3, 2010
Page 2

Work Item 2

1. Provide for an additional three days of design survey, including both field and office time.

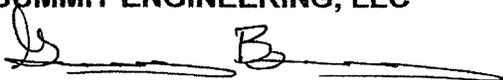
Description	Unit Rate	Hours	Cost
Field Crew	\$175.00	24 hrs	\$4,200.00
Survey Technician	\$75.00	16 hrs	<u>\$1,200.00</u>
		Total	\$5,400.00

Above costs do not include applicable tax.

Should you have any questions concerning this proposal, we would welcome the opportunity to review and clarify. We certainly appreciate your consideration of our firm for the engineering services required for the project.

Respectfully submitted:

SUMMIT ENGINEERING, LLC



Greg D. Byres, P.E.

Acceptance of this proposal may be indicated by signing the attached acceptance form and returning a copy of this proposal.

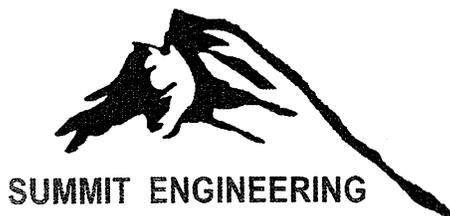
Accepted
For _____

(Organization or Individual)

Accepted
By _____

(Name)

Signature _____ Date _____



**DELTA AIRPORT
CONSULTANTS, INC.**

April 23, 2010

Mr. Greg Byres
Summit Engineering
4680 Riverwood Road
Las Cruces, NM 88007

RE: Request for Proposal
Design Ground Surveys
Rehabilitate Taxiway "A"
Las Cruces International Airport
Las Cruces, New Mexico
AIP Project No. 3-35-0024-Pending
Delta Project No. NM 10078

Dear Mr. Byres:

Delta Airport Consultants is requesting a proposal from your firm to provide Design Ground Surveys for the above referenced project at Las Cruces International Airport. This project will include the rehabilitation (reconstruction) of Taxiway "A" and associated connector taxiways, as well as the construction of a new connector taxiway at Runway 26. A marked layout of the Airport is enclosed for your review and reference.

SCOPE OF WORK**Item 1**

1. Establish a Baseline "R-1" along the centerline of Runway 8-26 as indicated on the enclosed layout. The baseline shall be set with the Runway 8 threshold being Station 10+00. Baseline "R-1" shall extend from Runway 8 blast pad to the visible end of the Runway 26 blast pad as indicated on the enclosed layout. Stations shall be indicated on the baseline at 50-foot intervals. PK nails shall be set at each even 200-foot station along the baseline.
2. Establish a Baseline "A" along the centerline of Taxiway "A" as indicated on the enclosed layout. The baseline stationing shall match that of Baseline "R-1". Stations shall be indicated on the baseline at 50-foot intervals. Stakes or PK nails shall be set at each even 200-foot station along the baseline.
3. Establish a Baseline "A-1" 300 feet from Baseline "RW-2" as indicated on the enclosed layout. The baseline stationing shall match that of Baseline "R-1". Stations shall be indicated on the baseline at 50-foot intervals. Stakes or PK nails shall be set at each even 200-foot station along the baseline.

10078C002

7804 Pan American Freeway NE, Suite 4 • Albuquerque, New Mexico 87109
phone: (505) 797-4921 • fax: (505) 797-1725 • www.deltairport.com

Mr. Greg Byres
April 23, 2010
Page 2

4. Establish Baselines "G", "F", "B", and "E" along the centerline of the Runway 8-26 connector taxiways as shown on the enclosed layout. The intersection of each baseline with Baseline "R-1" shall be set as Station 10+00. Stations shall be indicated at 50-foot intervals along each baseline. PK nails shall be set at each even 200-foot station along the baselines.
5. Provide ground cross sections on even 50-foot stations between Station 9+00 and Station 71+00 with respect to Baseline "A". The cross sections shall extend to a distance of 200 feet right and left of the baseline. Spot elevations shall be taken on centerline, edge of pavement, 10-foot offset from edge of pavement, each even 50-foot offset, and breaks in grade where applicable. The surveyor shall provide these spot elevations on the specific grid requested.
6. Provide ground cross sections on even 25-foot stations for Baselines "G", "F", "B", and "E" as indicated on the enclosed layout. Spot elevations shall be taken on the centerline, edge of pavement, 10-foot offset from edge of pavement, 50-foot offset from edge of pavement, and breaks in grade where applicable. The surveyor shall provide these spot elevations on the specific grid requested.
7. Provide spot elevations along the Runway 8-26 edge of pavement at Baseline "G", "F", "B", and "E". The spot elevations shall extend 200 feet right and left of the baseline.
8. Intersections of all baselines shall be reported by station and offset from Baseline "R" and shall include the intercept angle.
9. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified. Utility structures shall be given with top elevations. Waterlines and sewer lines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits.
10. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
11. Locations of all runway lights, taxiway lights, airfield signs, NAVAIDs, etc. adjacent to the runway and taxiways shall be identified and reported with base can top elevation.
12. Provide the location of approximately thirty-four (34) pavement corings and borings to be marked in the field by Delta's geotechnical consultant.

Mr. Greg Byres
April 23, 2010
Page 3

13. Provide and install four (4) benchmarks at locations requested by the Engineer. Benchmarks should be substantial enough to withstand weathering and traffic, as applicable. Other control, as such USGS monuments, PAC's/SAC's monuments, or HARN control, etc. shall be identified as such.

Item 2

14. A cost for three (3) days of design survey should be included separately. This shall include both field and office time. These services will be required on short notice to verify critical elevations.
15. Horizontal control shall be based on the state plane coordinate System NAD 83. Vertical control shall be based on NGS NAVD 88 datum. Spot elevations shall be given to ± 0.01 feet for paved sections and ± 0.1 feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to Baseline "A" (horizontal control ± 0.05 feet).
16. It is requested that three (3) files (AutoCAD 2000 or later) containing the following information be submitted for our use:
 - File 1: [10078plan.dwg] - Planimetrics files (All objects in this file shall have zero elevation.)
 - File 2: [10078cont.dwg] - Contours file. This file should include contours, contour labels and spot information.
 - File 3: [10078bkln.dwg] - Breaklines used to generate the contours.
 - The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
 - The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
 - No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
 - All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
 - All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)

Mr. Greg Byres
 April 23, 2010
 Page 4

- All existing features shall be placed in the drawing files using the appropriate layers and linetypes, as specified in the attached "Standard Request for Proposal Layers" list. A digital copy of Delta's standard drawing template file (delta.dwt) and standard linetype definition file (delta.lin) is enclosed.
 - All text in the drawing file shall be standard (Arial font), sized to match "Leroy" standard templates (80, 100, 120, etc.) scaled for a 1" = 30' plot scale.
 - Drawing entities shall have color and linetype set "BYLAYER".
 - If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
 - No linework shall be broken in order to add specific "patterns" to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an "X" text object to distinguish a fenceline.) As stated, a copy of Delta's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of Delta's custom linetypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.
17. It is also requested that an ASCII text point file be included in the following format: point number, northing, easting, elevation, description (P,N,E,Z,D)
- File 4: [10078SPC.asc] - All points given in the State Plane Grid Coordinate System.
 File 5: [10078BLC.asc] - Same points as given in "File 4" translated to Baseline "R" station and offset coordinates.
18. All computer files (drawing files and ASCII points files) shall be submitted on CD or DVD (+R/+RW formats preferred).
19. Please prepare proposal showing separate line item cost each for Items 1 and 2.

GENERAL

20. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with Delta Airport Consultants, Inc. The proposal should include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. A copy of Delta's subconsultant contract has been attached for your review.

Mr. Greg Byres
April 23, 2010
Page 5

21. As soon as your services are complete, your firm should invoice Delta Airport Consultants, Inc. Your invoice will then be included with the next Delta invoice. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. In order to be included with the next Delta invoice, your invoice should be received no later than the 25th of the month.
22. The invoice shall, at a minimum, include the following:
 - a. Project name
 - b. Airport name
 - c. Delta project number
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
23. All crews working in the active aircraft operation areas shall have aviation band radios and monitor the UNICOM Frequency (122.7 MHZ) at all times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. It should be anticipated that work within the runway and taxiway safety areas will be completed "under traffic" on a pull-back basis; the work crews shall be prepared to clear the runway and taxiway safety areas during aircraft operations as ordered by the Owner.
24. All activities on the airfield shall be coordinated with the Engineer, the Owner and the Airport Manager. The Airport Manager must be contacted prior to beginning any reconnaissance and/or field work inside and outside the Airport Security fence or adjacent properties.

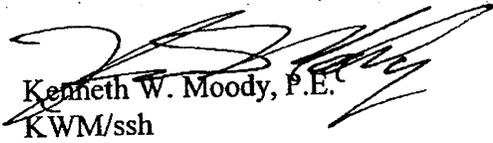
Ms. Lisa Murphy, AICP
Airport Manager
Las Cruces International Airport
Phone: (575) 541-2471
25. If your firm is a disadvantaged business enterprise (DBE), provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

Delta is requesting your proposal on or before May 7, 2010. It is anticipated that a notice-to-proceed for your work will be given immediately upon receipt and acceptance of your proposal. Upon receipt of the written notice-to-proceed, it is requested that a copy of the electronic files for the requested surveys be forwarded to our office within thirty (30) calendar days.

Mr. Greg Byres
April 23, 2010
Page 6

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,


Kenneth W. Moody, P.E.
KWM/ssh

Enclosures

cc: Lisa Murphy, City of Las Cruces

w/encl

Delta Airport Consultants - Standard Request for Proposal Layers

Item	Layer Name	Linetype	Screen Color	Notes
Unknown Aerial Survey Structure - Field Verify	aerial-verify	CONTINUOUS	16	Used by aerial surveyors only
Unknown Aerial Survey Structure - Field Verify - Text	aerial-verify-tx	CONTINUOUS	16	Used by aerial surveyors only
Baseline	baseline	CENTER	80	
Baseline Stationing	baseline-sta	CONTINUOUS	80	
Existing Basin Outline	basin-ex	DASHED	165	
Benchmark	benchmark	CONTINUOUS	130	
Existing Bodies-of-Water	body-of-water-ex	CONTINUOUS	125	
Existing Bollard	bollard-ex	CONTINUOUS	252	
Existing Building	bldg-ex	CONTINUOUS	165	
Existing Building - Text	bldg-tx-ex	CONTINUOUS	35	
Borings	boring	CONTINUOUS	Yellow	
Existing Breakline	breakline-ex	CONTINUOUS	Red	
Existing Bridge	bridge-ex	CONTINUOUS	45	
Existing Bridge - Text	bridge-tx-ex	CONTINUOUS	35	
Existing Cemetery	cemetery-ex	CONTINUOUS	252	
Existing Concrete	concrete-ex	CONTINUOUS	165	Used for misc. concrete items
Existing Concrete - Text	concrete-tx-ex	CONTINUOUS	35	Used for misc. concrete items
Existing Contour - Index	contour-index-ex	DASHED	251	
Existing Contour - Index (Questionable)	contour-indexq-ex	DASHED	251	
Existing Contour - Intermediate	contour-inter-ex	DASHED	252	
Existing Contour - Intermediate (Questionable)	contour-interq-ex	DASHED	252	
Existing Contour - Text	contour-tx-ex	CONTINUOUS	252	Contour annotations

Delta Airport Consultants - Standard Request for Proposal Layers

Item	Layer Name	Linetype	Screen Color	Notes
Existing Curb	curb-ex	CONTINUOUS	115	
Existing Curb - Text	curb-tx-ex	CONTINUOUS	35	
Existing Debris	debris-ex	CONTINUOUS	252	
Existing Debris - Text	debris-tx-ex	CONTINUOUS	252	
Existing Dense Area	dense-area-ex	DASHED	252	turn off and freeze
Existing Dense Area Text	dense-area-tx-ex	CONTINUOUS	252	
Existing Ditch	ditch-ex	STREAM	165	
Existing Drainage	drainage-ex	CONTINUOUS	85	Structures and pipe
Existing Drainage - Text	drainage-tx-ex	CONTINUOUS	35	Structures and pipe
Existing Edge of Pavement (Airfield)	ep-ex	CONTINUOUS	75	
Existing Deer Fence	fence-deer-ex	FENCE_DEER_EX	35	
Existing Fence	fence-ex	FENCE_EX	35	
Existing Farm Fence	fence-farm-ex	FENCE_FARM_EX	35	For use by ground surveyor only
Existing Fence - Text	fence-tx-ex	CONTINUOUS	35	
Existing Wood Fence	fence-wood-ex	FENCE_WOOD_EX	252	For use by ground surveyor only
Existing Fire Hydrant	firehydrant-ex	CONTINUOUS	245	
Existing Fire Hydrant-Text	firehydrant-tx-ex	CONTINUOUS	35	
Existing Flagpole	flagpole-ex	CONTINUOUS	252	
Existing Floodplain	floodplain-ex	FLOODPLAIN	195	Pedited width of .025 x plot scale
Existing Grid & Text from Surveyor	grid-surveyor	CONTINUOUS	252	
Existing Guard Rail	guard-rail-ex	CONTINUOUS	165	Also used for Guide Rail
Existing Guard Rail Text	guard-rail-tx-ex	CONTINUOUS	35	
Existing Guy	guy-ex	CONTINUOUS	252	
Existing Guy - Text	guy-tx-ex	CONTINUOUS	252	

Delta Airport Consultants - Standard Request for Proposal Layers

Item	Layer Name	Linetype	Screen Color	Notes
Hatch - Wetlands	h-wetlands	CONTINUOUS	123	
Hatch - Wetlands-Border	h-wetlands-border	CONTINUOUS	123	
Existing Joint	joint-ex	HIDDEN	252	
Existing Landscape	landscape-area-ex	CONTINUOUS	252	
Existing Manhole	manhole-ex	CONTINUOUS	95	Not used for drainage manholes
Existing Manhole Text	manhole-tx-ex	CONTINUOUS	35	Not used for drainage manholes
Existing Marking	marking-ex	CONTINUOUS	35	
Existing Monitoring Well	monitoring-well-ex	CONTINUOUS	252	
Existing Navigational Aids	navaid-ex	CONTINUOUS	245	
Adjacent Property Line	property-line-adjacent	DASHED2	200	
Existing Property Line	property-line-ex	PHANTOM	9	
Interior Property Line	property-line-interior	HIDDEN2	30	
Existing Reflectors	reflectors-ex	CONTINUOUS	105	
Existing Railroad	railroad-ex	TRACKS	125	
Existing Road - Dirt	road-dirt-ex	CONTINUOUS	75	
Existing Road - Gravel	road-gravel-ex	CONTINUOUS	75	
Existing Paved Road	road-paved-ex	CONTINUOUS	75	
Existing Road - Text	road-tx-ex	CONTINUOUS	35	
Existing Rocks	rock-ex	CONTINUOUS	252	
Existing Rocks-Text	rock-tx-ex	CONTINUOUS	252	
Existing Right of Way	row-ex	DIVIDE2	215	
Existing Shoulder	shoulder-ex	CONTINUOUS	75	
Existing Shrub	shrub-ex	CONTINUOUS	85	
Existing Shrub - Text	shrub-tx-ex	CONTINUOUS	35	
Existing Sidewalk	sidewalk-ex	CONTINUOUS	125	

Delta Airport Consultants - Standard Request for Proposal Layers

Item	Layer Name	Linetype	Screen Color	Notes
Existing Sign	sign-ex	CONTINUOUS	95	
Existing Sign - Text	sign-tx-ex	CONTINUOUS	35	
Existing Spot Elevation (Aerial)	spot-aerial-ex	CONTINUOUS	135	Spot and elevation text (For use by Aerial Surveyor only)
Existing Spot Description	spot-desc-ex	CONTINUOUS	135	
Existing Spot Elevation (Ground)	spot-ground-ex	CONTINUOUS	115	Spot and elevation Text (For use by Ground Surveyor only)
Existing Spot Elevation (Obstruction) and (Non-Penetrating)	spot-obst-ex	CONTINUOUS	165	Used for obstruction elevations
Existing Spot Point Number	spot-point-no-ex	CONTINUOUS	135	
Existing Stairs	stairs-ex	CONTINUOUS	45	
Existing Stairs - Text	stairs-tx-ex	CONTINUOUS	35	
Existing Stream	stream-ex	STREAM	165	
Existing Stream - Text	stream-tx-ex	CONTINUOUS	35	
Existing Limits of Survey	survey-limit-ex	PHANTOM	Red	
Existing Tank	tank-ex	CONTINUOUS	125	
Existing Text - .012 Pen Width	text-012-ex	CONTINUOUS	35	Used for text not assoc. with linework or symbols
Existing Tiedown Anchors	tiedown-ex	CONTINUOUS	35	Not used for tiedown marking
Survey Tie Line	tie-line	DOT2	White	
TIN Boundary	tin-boundary	CONTINUOUS	White	For breaklines file only
Traverse Points and Lines	traverse-ex	CONTINUOUS	252	
Traverse Points & Lines-Text	traverse-tx-ex	CONTINUOUS	252	
Existing Tree	tree-ex	CONTINUOUS	85	
Existing Tree - Text	tree-tx-ex	CONTINUOUS	35	
Existing Cable TV Line	u-cabletv-ex	CABLETV_EX	125	
Existing Utility Easement	u-easement-ex	DASHDOT2	145	
Existing Utilities-Electric (Airfield)	u-elec-airfield-ex	DASHED	105	

Delta Airport Consultants - Standard Request for Proposal Layers

Item	Layer Name	Linetype	Screen Color	Notes
Existing Utilities-Electric Duct	u-elec-duct-ex	DASHED	105	
Existing Light - Runway	u-elec-light-rw-ex	CONTINUOUS	95	
Existing Light - Taxiway	u-elec-light-tw-ex	CONTINUOUS	95	
Existing Utilities-Electric (OH)	u-elec-oh-ex	ELEC_OH_EX	105	
Existing Utilities-Electric (Symbols)	u-elec-symbols-ex	CONTINUOUS	105	
Existing Utilities-Electric (UG)	u-elec-ug-ex	ELEC_UG_EX	105	
Existing Utilities-FAA Cable	u-faa-ex	FAA_CABLE_EX	105	
Existing Utilities-Fiber Optic	u-fiber-optic-ex	FIBER_OPTIC_EX	105	
Existing Utilities - Gas	u-gas-ex	GAS_EX	185	
Existing Pole - Lighted	u-pole-lighted-ex	CONTINUOUS	125	
Existing Pole - Non-Lighted	u-pole-non-lighted-ex	CONTINUOUS	95	
Existing Utilities - Sewerline	u-sewer-ex	SAN_EX	235	
Existing Utilities-Telephone (OH)	u-tele-oh-ex	TELE_OH_EX	95	
Existing Utilities-Telephone (UG)	u-tele-ug-ex	TELE_UG_EX	95	
Existing Utilities - Water Line	u-water-ex	WATER_EX	175	
Existing Hot Water Line	u-water-hot-ex	WATER_HOT_EX	25	
Existing Wall	wall-ex	CONTINUOUS	125	
Existing Wall - Text	wall-bx-ex	CONTINUOUS	35	

Revised: 3/17/03

EXHIBIT 1

GENERAL CONDITIONS

No access to the airport shall occur without ENGINEER's knowledge. Security training and access badges may be required. Aircraft shall always have the right of way unless provisions have been made and confirmed by SUBCONSULTANT that operational surfaces are closed to aircraft operations.

ENGINEER is the prime professional with respect to SUBCONSULTANT's services to be performed under this Agreement and shall assist with coordinating SUBCONSULTANT's services with the services of others involved in the Project. SUBCONSULTANT shall, to the fullest extent possible, coordinate its services with the services of others involved in the project. SUBCONSULTANT is ENGINEER's independent consultant, and is not a joint-venturer with ENGINEER.

SECTION 1 - SERVICES OF SUBCONSULTANT

SUBCONSULTANT shall provide ENGINEER the services outlined in the attached RFP and subconsultant proposal. In the event of a conflict between the terms of the subconsultant proposal and the terms of this Agreement, the terms of this Agreement shall control. The SUBCONSULTANT shall at SUBCONSULTANT's own expense obtain all data and information necessary for the performance of his services. SUBCONSULTANT is responsible to see that the documents prepared and services rendered hereunder conform to the regulations, codes, and special requirements of the place where the Project is located. All of SUBCONSULTANT's communications to or with OWNER or ENGINEER's other consultants will be through or with the knowledge of ENGINEER.

SECTION 2 - ENGINEER'S RESPONSIBILITIES

ENGINEER shall provide all criteria and full information available to ENGINEER as to OWNER's requirements for the work. ENGINEER shall place at SUBCONSULTANT's disposal Drawings, Specifications, schedules, and other information prepared by or available to ENGINEER, which ENGINEER considers pertinent to SUBCONSULTANT's responsibilities hereunder, on all of which SUBCONSULTANT may reasonably rely in performing services hereunder except as may be specifically noted otherwise in writing. ENGINEER shall request OWNER to make provisions for SUBCONSULTANT to enter upon public and private property as required for performance of services under this Agreement. ENGINEER shall give prompt notice to CONSULTANT whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of SUBCONSULTANT's services.

SECTION 3 - PAYMENTS TO CONSULTANT

ENGINEER shall pay SUBCONSULTANT for Services rendered under Section 1. SUBCONSULTANT may submit monthly statements for Services rendered. If ENGINEER objects to any statement submitted by SUBCONSULTANT, ENGINEER shall so advise SUBCONSULTANT in writing giving reasons therefor within fourteen (14) days of receipt of such bill. ENGINEER shall bill OWNER monthly on account of CONSULTANT's services and expenses and shall pay CONSULTANT within fourteen (14) days of the time ENGINEER receives payment from OWNER on account therefor. It is intended that payments to CONSULTANT will be made as ENGINEER is paid by OWNER under the Agreement for Professional Services and that ENGINEER shall exert reasonable and diligent efforts to collect prompt payment from OWNER.

SECTION 4 - GENERAL CONSIDERATIONS

4.1 Termination. The obligation to provide further services under this Agreement may be terminated by SUBCONSULTANT upon seven (7) days' written notice to ENGINEER in the event of substantial failure by ENGINEER to perform in accordance with the terms hereof through no fault of SUBCONSULTANT. It may also be terminated by ENGINEER with or without cause upon seven (7) days' written notice to SUBCONSULTANT. In the event of any termination, SUBCONSULTANT will be paid for services rendered to the date of termination plus unpaid Reimbursable Expenses.

4.2 Insurance. ENGINEER and SUBCONSULTANT shall each procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from. Also ENGINEER and SUBCONSULTANT shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any error, omission, or negligent act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions, and for such periods of time as set forth in this agreement; and certificates indicating that such insurance is in effect will be provided by SUBCONSULTANT.

4.3 Controlling Law. This Agreement is to be governed by the law applicable to the agreement between OWNER and ENGINEER.

4.4 Successors and Assigns. ENGINEER and SUBCONSULTANT each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of each are bound, to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. Neither ENGINEER nor SUBCONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due, or moneys that are due) this Agreement without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to any other than ENGINEER and SUBCONSULTANT.

EXHIBIT 2

MANDATORY FEDERAL CONTRACT PROVISIONS

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

1. **Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
2. **Prompt Payment.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

For all contracts that exceed the simplified acquisition threshold, presently set at \$100,000. Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

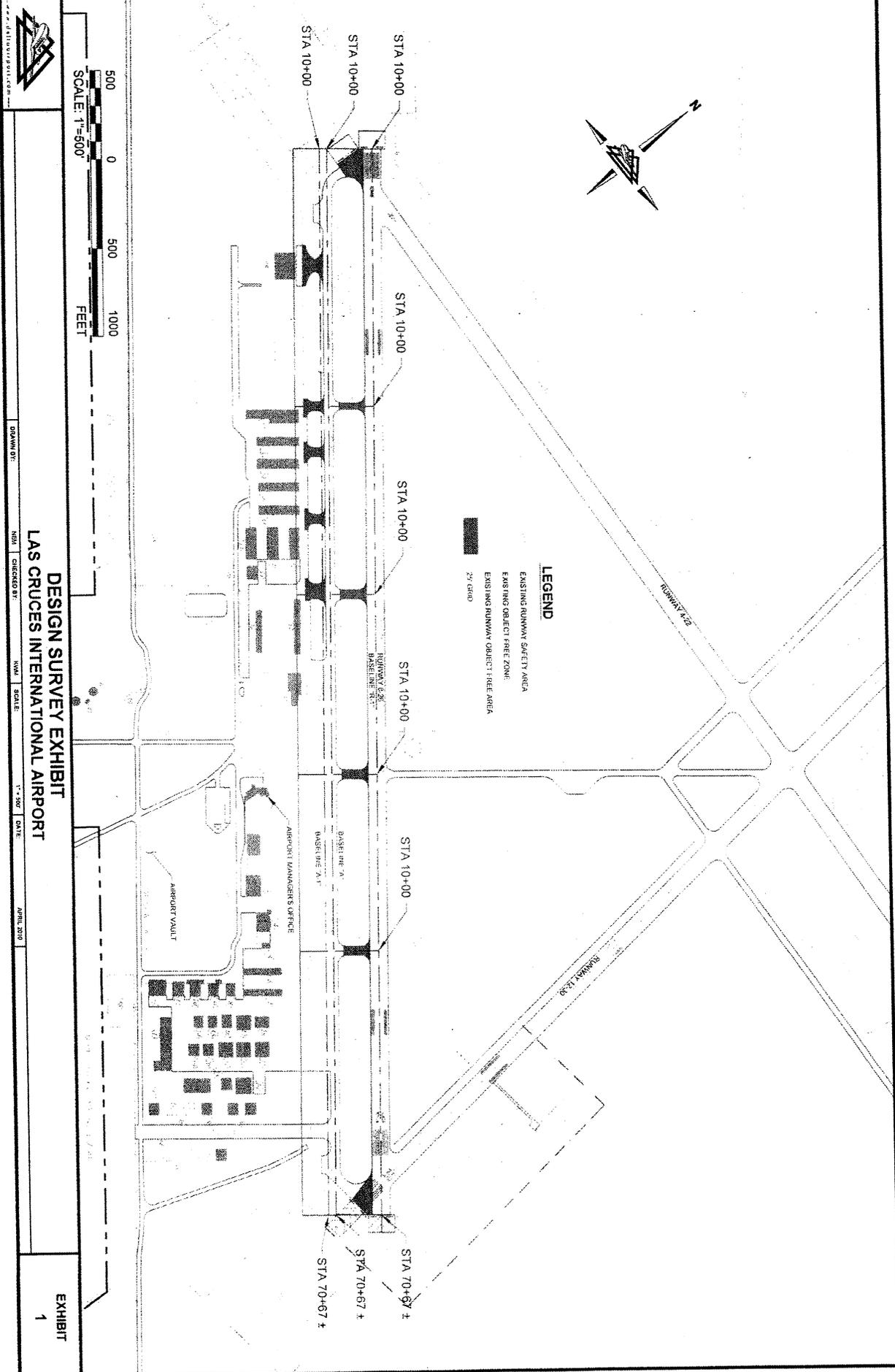
1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

For all contracts that exceed \$25,000, and funded under the AIP, the bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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 proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

EXHIBIT 3

**ENGINEER's Request for Proposal
&
SUBCONSULTANT's Proposal**



LEGEND

- EXISTING RUNWAY SAFETY AREA
- EXISTING OBJECT FREE ZONE
- EXISTING RUNWAY OBJECT FREE AREA
- 2% GROUND

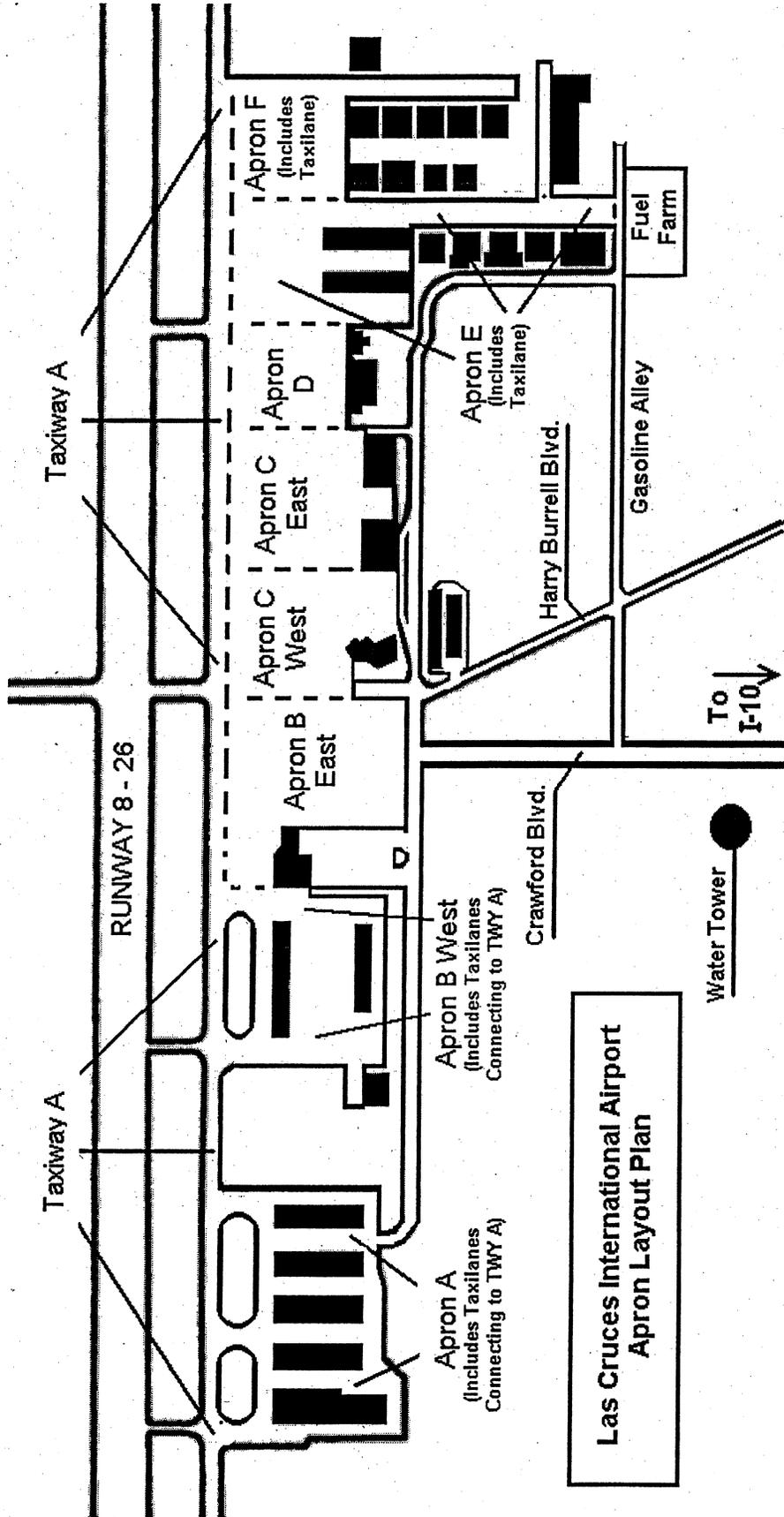
DESIGN SURVEY EXHIBIT
LAS CRUCES INTERNATIONAL AIRPORT

DRAWING NO. NBI CHECKED BY: NAW SCALE: 1"=500' DATE: APRIL 2007

EXHIBIT
1

**LAS CRUCES INTERNATIONAL AIRPORT
PAVEMENT MAINTENANCE PLAN
APRON LAYOUT REFERENCE SHEET**

Attachment "D"



**Las Cruces International Airport
Apron Layout Plan**