City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 17 **Ordinance/Resolution#** 10-11-368 **Council District:** 4

For Meeting of September 7, 2010
(Adoption Date)

TITLE:

A RESOLUTION AWARDING THE THIRD YEAR OF A POSSIBLE FIVE-YEAR CONTRACT FOR AIRPORT ARCHITECTURAL AND ENGINEERING SERVICES TO DELTA AIRPORT CONSULTANTS, INC., ALBUQUERQUE, NEW MEXICO.

PURPOSE(S) OF ACTION: To award a third year of the on-call airport architectural and engineering services contract to Delta Airport Consultants, Inc.

Drafter and Staff Contact:		Department:		Phone:	
Lisa Murphy, LM Airport Administrator		Facilities / Airport		541-2471	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Facilities Director		541-2651	Budget		541-2107
Other			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: In 2008, City Council approved Resolution 07-08-319 which awarded a contract for airport architectural and engineering services to Delta Airport Consultants, Inc. This contract was for a possible five years with annual renewals subject to City Council approval. Delta Airport Consultants, Inc. was selected via Request for Proposal and was evaluated by the Selection Advisory Committee which deemed them the most qualified out of all proposing firms to perform these types of services. A second year of the contract was awarded pursuant to Resolution 09-10-467.

Delta Airport Consultants, Inc. is currently working on projects at the airport which include the Air Traffic Control Tower design, installation of the new Automated Weather Observation Station and the design for the rehabilitation of Taxiway "A". Therefore, staff requests that the contract with this firm be extended for an additional one-year period. This will allow these projects, as well as additional projects programmed for next year, to move forward in a timely manner. Funds to pay for these services will come from project-specific Federal Aviation Administration and New Mexico State Aviation Division grants, which typically require a 2.5% City match.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

1. Resolution
2. Purchasing Manager's Request to Contract Form, Exhibit "A"
3. Existing Contract with Delta Airport Consultants, Inc.
4. Renewal Acceptance letter from Delta Airport Consultants, Inc.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☒	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from: _____
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?			
	Yes	☐	Funds will be deposited into this fund: _____
	No	☒	There is no new revenue generated by this action.

FUND SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Airport Improvement-Air Traffic Control Tower	43220020-551001-70C00	$769,446	$970,182	$200,736	To be used towards tower construction costs
Airport Improvement-Taxiways	43806020 854132-70B09	$392,172	$392,172	$0	None

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow staff to extend the contract for airport architectural and engineering services with Delta Airport Consultants, Inc., for an additional one-year period.
2. Vote "No"; this will not extend the contract for airport architectural and engineering services with Delta Airport Consultants, Inc., for an additional one-year period. This would result in significant delays of airport projects that are under construction or in the design phase.
3. Vote to "Amend"; this could include approving the extension for a different period of time.
4. Vote to "Table"; this could potentially result in delays of airport projects that are currently underway.

REFERENCE INFORMATION

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 07-08-319
2. Resolution No. 09-10-467

(Continue on additional sheets as required)

RESOLUTION NO. - 10-11-368

A RESOLUTION AWARDING THE THIRD YEAR OF A POSSIBLE FIVE-YEAR CONTRACT FOR AIRPORT ARCHITECTURAL AND ENGINEERING SERVICES TO DELTA AIRPORT CONSULTANTS, INC., ALBUQUERQUE, NEW MEXICO.

The City Council is informed that:

WHEREAS, in September 2008, City Council approved Resolution 07-08-319 which awarded a contract for airport architectural and engineering services to Delta Airport Consultants, Inc.; and

WHEREAS, this contract was for a possible five-year period with annual renewals subject to City Council approval; and

WHEREAS, the contract was extended for a second year pursuant to Resolution 09-10-467; and

WHEREAS, this firm is currently working on major airport engineering projects, and staff wishes to extend this contract for a third one-year period, and

WHEREAS, having an airport architectural and engineering firm under contract allows airport projects to proceed in a timely manner, thus benefiting the growth and development of the Las Cruces International Airport.

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

(I)

THAT the third year of possible five-year contract for airport architectural and engineering services is hereby awarded Delta Airport Consultants, Inc., Albuquerque, New Mexico.

Resolution No. 10-11-368
Page 2

(II)

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

VOTE:

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

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: September 7, 2010

Resolution No.: 10-11-368

Existing Contract Purchase For
Airport Architectural & Engineering Services

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 & Engineering Services**
3. Number of Original Responses Accepted: **Four (4)**
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 any tax and contingency) **Indefinite Cost**
9. Contract Duration: **One Year**

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 / 8/10/2010.
Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	**VARIOUS**

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER

THIS AGREEMENT is made on the 2nd day of September in the year 2008, between the City of Las Cruces, New Mexico, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the ENGINEER, for Projects at the Las Cruces International Airport.

WHEREAS the OWNER sought proposals via RFP No. 07-08-319 (RFP) from qualified engineers to perform certain engineering services. Both the RFP and response from the ENGINEER are incorporated herein by reference, and,

WHEREAS the OWNER has determined that DELTA AIRPORT CONSULTANTS, INC. (the "ENGINEER") is the most qualified respondent based on the criteria stated in the RFP.

NOW THEREFORE, the OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of normal professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below. This agreement will become effective on the date first above written.

ARTICLE 1: BASIC SERVICES

The precise scope of work, schedule, and cost shall be as stated in this Base Agreement or as stated in Amendments to this Base Agreement as authorized from time to time by the OWNER upon approval of such scope of work and the cost for such work.

As used herein, the term "Project" shall refer only to such items of work listed in this Base Agreement or approved Amendments including but not limited to work incorporated within the RFP solicitation documents.

The ENGINEER agrees to perform normal professional engineering services in connection with the Project as set forth below and contained within this Agreement.

1.1 PRELIMINARY PHASE

Upon receipt of the OWNER's authorization to proceed with the Preliminary Phase, the ENGINEER shall:

1.1.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others, data or services, including surveys, geotechnical, etc. and assist OWNER in obtaining such data and services at the appropriate time and during the appropriate phase.

1.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.1.4 Attend a pre-design meeting with the funding agencies and airport users to define design criteria and operation requirements.

1.1.5 Develop preliminary layouts, locations, grades, elevations, pavement sections, building dimensions, etc. to further define the OWNER's project scope.

1.1.6 Prepare a Preliminary Design Report containing schematic layouts, sketches and conceptual design criteria and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project.

1.1.7 Furnish up to five (5) copies of the Preliminary Design Report and review them in person with OWNER.

1.2 DESIGN AND CONSTRUCTION CONTRACT DOCUMENTS PHASE

Upon receipt of the OWNER's authorization to proceed with the Design and Construction Contract Documents Phase, the ENGINEER shall:

1.2.1 Attend meetings with the OWNER and/or other agencies involved in the Project, as listed in amendments to this agreement.

1.2.2 Prepare the Design Documents consisting of design criteria, drawings, and specifications.

1.2.3 Prepare a statement of the ENGINEER's Opinion of the Construction Cost for the Project based upon designs established to this point.

1.2.4 Provide an ENGINEER's Report for the project to the OWNER.

1.2.5 Furnish up to five (5) copies of the Design Documents for the OWNER's and approving authorities' review and approval.

1.2.6 Render clarification of the design drawings and special provisions, when and if such clarification is deemed necessary.

1.2.7 Prepare engineering data, where necessary, for regulation permit application required by Local, State, or Federal authorities.

1.2.8 Prepare the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents as requiredto complete the Construction Contract Documents. Final Construction Contract Documents intended for use in the BIDDING PHASE described herein shall be provided to the OWNER in hard copy and Adobe PDF electronic format.

1.2.9 Furnish to the OWNER engineering data and documents so that the OWNER may secure approval from governmental authorities having jurisdiction over the Project.

1.2.10 Advise the OWNER of any adjustments to previous ENGINEER's Opinion of the Construction Cost when changes in requirements, general market conditions, or other conditions so warrant.

1.3 BIDDING PHASE

Upon receipt of the OWNER's approval of the Design and Construction Contract Documents Phase and latest Opinion of the Construction Cost, and authorization to proceed with the Bidding Phase, the ENGINEER shall:

1.3.1 Assist OWNER in advertising for and obtaining bids for each prime contract and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.

1.3.2 Issue addenda, as appropriate, to interpret, clarify, or expand the Bidding Documents.

1.3.3 Conduct a pre-bid meeting for potential bidders for the Project.

1.3.4 Assist the OWNER in analyzing bids and proposals, and in awarding the Construction Contract.

1.4 CONSTRUCTION PHASE

Upon award and execution of Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

1.4.1 Act as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The OWNER shall not modify the Construction Contract Documents without the written consent of the ENGINEER. The ENGINEER shall schedule and conduct a preconstruction conference for the Project.

1.4.2 Advise and consult with the OWNER during the Construction Phase and the ENGINEER shall issue the OWNER's authorized instruction to the CONTRACTOR.

1.4.3 Make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of CONTRACTOR(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. It is anticipated that an average of two (2) trips per month will be required and the OWNER will be notified of the ENGINEER's visits.

1.4.4 The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR(s) will conform generally to the Contract Documents and that the integrity of the design concept, as reflected in the Contract Documents, has been implemented and preserved by CONTRACTOR(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR(s)' work in progress, supervise, direct, or have control over CONTRACTOR(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR(s), for safety precautions and programs incident to the work of CONTRACTOR(s) or for any failure of CONTRACTOR(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the Construction Contracts by CONTRACTOR(s) nor assume responsibility for CONTRACTOR(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.4.5 Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on claims of CONTRACTOR(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

1.4.6 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for correction and, at the request of the OWNER, have recommendations implemented by the CONTRACTOR(s).

1.4.7 Review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the CONTRACTOR's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the CONTRACTOR. The issuance of Recommendation for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the CONTRACTOR's work has progressed to the point indicated; that to the best of the ENGINEER's knowledge, information, and belief, the quality of the CONTRACTOR's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the CONTRACTOR is entitled to the amount stated. The issuing of the Recommendation for Payment by the ENGINEER shall not represent that it has made any investigation to determine the uses made by the CONTRACTOR of sums paid to the CONTRACTOR.

1.4.8 Review and take appropriate action in respect of Shop Drawings, samples andother data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incidental thereto.

1.4.9 Review quality control and acceptance testing reports and inspection reports to monitor quality and construction progress.

1.4.10 Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders, as required, which are within the project scope of work.

1.4.11 Conduct a construction progress review related to the CONTRACTOR(s)' date of completion, receive written guarantees and related data assembled by the CONTRACTOR(s), and issue to the OWNER a Recommendation of Final Payment and a Final Project Report.

1.4.12 The ENGINEER shall not be responsible for the defects or omissions in the work as a result of the CONTRACTOR(s), or any SUBCONTRACTOR(s), or any of the CONTRACTOR(s)' or SUBCONTRACTOR(s)' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The ENGINEER shall not be responsible for the CONTRACTOR(s)' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the OWNER, the ENGINEER agrees to furnish, or obtain from others, additional professional services in connection with the Project as set forth below and contained within this Agreement:

2.1 Providing Special Services over and above the previously described Basic Services related to FAA, State, and other funding to include but not limited to:

(a) Funding applications with supporting documents
(b) Reimbursement requests for funding
(c) Disadvantaged Business Enterprise (DBE) Plan assistance
(d) Airport Layout Plan (ALP) revisions
(e) Property Map revisions
(f) Environmental Overview or Statements
(g) Preparation of Record Drawings
(h) Assistance with funding and coordination of other contracts
(i) Conceptual Planning Services
(j) Bid Alternates

If included in this agreement, the items above will be as described in Amendments to this Agreement.

2.2 Providing necessary advertising, surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project. These services shall be contracted by the OWNER unless designated to be provided by the ENGINEER in Article 7 of this agreement under reimbursables. The ENGINEER will administer these services for the OWNER.

2.3 Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

2.4 Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

2.5 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.

2.6 Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.

2.7 Preparation of detailed renderings, exhibits or scale models for the Project.

2.8 Providing special analysis of the OWNER's needs such as owning and operating analysis, OWNER's operating and maintenance manuals, OWNER's special operations or charts, and any other similar analysis.

2.9 Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement and/or listed above.

2.10 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required by the OWNER.

2.11 Preparing special Change Orders when requested by the OWNER which are not within the scope of "BASIC SERVICES".

2.12 Making a review of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.

2.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.

2.14 Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training personnel for operation or maintenance of equipment or system.

2.15 Providing design services relating to future facilities, systems, and equipment which are not intended to be constructed or operated as a part of the Project.

2.16 Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.

2.17 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".

2.18 Providing Resident Project Representative services to give the OWNER more extensive on-site representation during the Construction Phase with duties and responsibilities asdescribed in Attachment "A".

2.19 Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the ENGINEER to preclude or prepare for possible litigation, which claim(s) are beyond the ENGINEER's control.

2.20 Providing Program Management Services, including, but not limited to, development of program master plan; development of program design criteria, goals, and standards; development and/or administration of finance plan(s); management of design and/or construction procurement process; administration of construction contracts; undertaking specialty investigations or studies associated with management of the program; preparation and/or review of applications, supporting documents, or documents by others; and/or other services associated with management of the program.

ARTICLE 3: OWNER'S RESPONSIBILITIES

The OWNER shall:

3.1 Provide to the ENGINEER all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project.

3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the ENGINEER's services.

3.3 Furnish to the ENGINEER all existing drainage, survey, and layout data available for the Project.

3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over this Project.

3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.

3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

3.7 Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance ofits services under this Agreement.

3.8 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.

3.9 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.

3.10 Arrange full and free access for the ENGINEER to enter uponall property required for the performance of the ENGINEER's services under this Agreement.

3.11 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

3.12 Compensate the ENGINEER for services rendered under this Agreement.

ARTICLE 4: GENERAL PROVISIONS

4.1 OWNERSHIP OF DOCUMENTS

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER will be provided with one digital CD-ROM set (.tif or .jpg) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings will be provided by the ENGINEER. Copies of sketches, notes, computations, and other data will be furnished upon request. The ENGINEER will be released and held harmless of any subsequent liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

4.2 DELEGATION OF DUTIES

Neither the OWNER nor the ENGINEER shall delegate its duties under this Agreement without the written consent of the other.

4.3 TERM

Subject to available funds and annual approval by the Owner, this base agreement shall be for a period of three years, and may be renewed by the OWNER for two additional 1-year periods.

4.4 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

4.5 GOVERNING LAW

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the OWNER.

4.6 GENERAL

4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other orthe other's employees and agents.

4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

4.6.3 The ENGINEER has not been retained or compensated to provide design and construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

4.6.4 The ENGINEER intends to render its services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

4.6.5 Any opinion of the Construction Cost prepared by the ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER.

4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.

ARTICLE 5: SPECIAL PROVISIONS

5.1 INSURANCE AND INDEMNITY

5.1.1 ENGINEER's Insurance – For each individual project, the ENGINEER shall provide proof of insurance for the following:

General Liability	$1,000,000.00 per occurrence $2,000,000.00 Aggregate Includes Coverage for Premises/Operation Coverage Products/Completed Operations Must be Occurrence form coverage Coverage shall remain in force for the duration of the contract.
Auto Liability	$1,000,000.00 Each Accident Covers all owned, leased, hired and non-owned autos or "any auto"
Professional Liability	$1,000,000 per claim $1,000,000 policy aggregate Must be claims-made coverage
Workers Compensation	If firm has 3 or more employees – The New Mexico Statutory Limit Not applicable to out-of-state firms unless hiring in New Mexico $1,000,000.00 – Bodily Injury: By Accident – Each Accident $1,000,000.00 – By Disease: Policy Limit $1,000,000.00 – By Disease: Each Employee Additionally Insured: This condition is required for General Liability, Auto Liability and Professional Liability - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.
Waiver of Subrogation:	This condition is required on all coverages and must be stated on proof of insurance certificate.
Notification:	The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City.

5.1.2 CONTRACTOR's Insurance – The Engineer shall incorporate in all construction documents developed under this contract that prior to the commencement of the work, the OWNER shall require the CONTRACTOR to submit evidence that it has obtained, for the period of the Construction Contract and the guarantee period, commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than $2,000,000 per occurrence for all damages arising out of bodily injury, sickness or death and property damage of others including explosion, collapse, and underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to insure provision of paragraph 5.1.4 "Indemnity". The commercial general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of the officers, agents, and employees. The OWNER understands that the cost of obtaining liability insurance covering the OWNER and ENGINEER as additional insured is not an eligible cost under the AIP.

5.1.3 Builders Risk "All Risk" Insurance - The Engineer shall incorporate in all construction documents developed under this contract that before commencement of the work, the OWNER will require that the CONTRACTOR submit written evidence that it has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) for any building which is the subject of the Construction Contract. Such insurance shall include as additional named insured: the OWNER; the ENGINEER; and each of their officers, agents, employees, and any other persons with an insurable interest as may be designated by the OWNER.

5.1.4 Indemnity - The Engineer shall incorporate in all construction documents developed under this contract that the OWNER will require that any CONTRACTOR performing work in connection with Drawings and Specifications produced under this Agreement, hold harmless, indemnify, and defend the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR's (or SUBCONTRACTOR's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants, or their officers, agents, and employees.

5.2 The ENGINEER shall proceed to furnish engineering services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.

5.3 The ENGINEER agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal EmploymentOpportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program, as required by regulations.

5.4 The ENGINEER agrees that the OWNER, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The ENGINEER shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.

5.5 If any of the services outlined in this Agreement are furnished by the ENGINEER by obtaining such services outside the ENGINEER's organization, when requested by the OWNER the ENGINEER shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the ENGINEER outlining the services to be performed and the charges for the same.

5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the ENGINEER in preparing same, then the ENGINEER shall be entitled to compensation for rendering the services necessary to complete the changes.

ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY ENGINEER

The ENGINEER shall accomplish the work with due diligence and complete the work as follows:

6.1 It is understood that the ENGINEER will proceed on the project after a Notice-to-Proceed from the OWNER. The schedule shall be outlined in Amendments to this Agreement once the scope of the project(s) has been clearly defined.

6.2 Construction progress will be monitored by the ENGINEER in an effort to keep the construction on schedule. The CONTRACTOR will be notified in writing when its progress falls behind its progress schedule.

6.3 The ENGINEER will endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 7: ENGINEERING CHARGES

In accordance with the Terms and Conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

7.1 When requested by the OWNER, the ENGINEER shall provide Services for the project scopes. Compensation for these services shall be negotiated between the OWNER and ENGINEER prior to initiating the work and will be covered by Amendments to this Agreement.

7.2 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEER's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).

7.3 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.

7.4 No deductions shall be made from the ENGINEER's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORs.

7.5 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained in this Agreement.

The following attachments are made a part of this agreement:

Attachment A	Resident Project Representative
Attachment B	Mandatory Federal Contract Provisions
Attachment C	2009 Fee Schedule

IN WITNESS WHEREOF, The parties hereto have executed This Agreement to be effective as of the date first above written.

OWNER:
City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004

(Signature)

Date: 09/30/08

Witness Attest

ENGINEER:
Delta Airport Consultants, Inc.
415 N. McKinley St., Suite 505
Little Rock, AR 72223

8.14.08
Jon M. McCalmont, PE.
Vice President

Date: 8-14-08

Witness

ATTACHMENT "A"

RESIDENT PROJECT REPRESENTATIVE

LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.

1. The Resident Project Representative shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the ENGINEER and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the ENGINEER.

2. The Resident Project Representative shall review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the ENGINEER as contained in the Construction Contract Documents.

3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:

   (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the ENGINEER concerning their acceptability.

   (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

   (c) Liaison:

      (1) Serve as ENGINEER's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.

      (2) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

(d) Shop Drawings and Samples:

(1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the ENGINEER.

(2) Receive samples which are furnished at the site by CONTRACTOR(s) for ENGINEER's approval, and notify ENGINEER of their availability for examination.

(3) Advise ENGINEER immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

(1) Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will generally conform to the intent of the Contract Documents.

(2) Report to ENGINEER whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise ENGINEER when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.

(3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

(4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the ENGINEER for a final decision on the matter.

(f) Interpretation of Contract Documents: Transmit to OWNER, ENGINEER's clarifications and interpretations of the Contract Documents.

(g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

(h) Records:

(1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

(2) Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to ENGINEER.

(3) Record names, addresses, and telephone numbers of all CONTRACTORs, SUBCONTRACTORs, and major suppliers of equipment and materials.

(4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.

(i) Reports:

(1) Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.

(2) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Work.

(j) Completion:

(1) Before ENGINEER issues a Certificate of Substantial Completion, submit to ENGINEER a list of observed items requiring correction.

(2) Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.

(3) Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

(4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of ENGINEER, Resident Project Representative:

(a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

(b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.

(c) Shall not expedite Work for the CONTRACTOR(s).

(d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.

(e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.

(f) Shall not authorize OWNER to occupy the Project in whole or in part.

(g) Shall not participate in specialized field or laboratory tests.

ATTACHMENT "B"

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 FormLLL, "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.

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.

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.

TERMINATION OF CONTRACT

1. The Sponsor may, by written notice, terminate this contractin 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.

ATTACHMENT "C"

2009 FEE SCHEDULE

2009 FEE SCHEDULE
Delta Airport Consultants, Inc.
Date: May 12, 2008

Item	2009
Work Hours Billing Rates (with overhead)	
Principal	**$149**
Project Manager	**$142**
Project Designer or Planner	**$74**
Technician	**$65**
Administrative	**$67**
Field Representative	**$70**
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Beech Baron (per flight hour)	$179
Cessna 206 (per flight hour)	$90
Cessna 182 (per flight hour)	$76
Cessna 172 (per flight hour)	$58
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Advertisement	Direct
Meals, Lodging, etc. (short term)	Direct
Miscellaneous	Direct
Subcontracted Services	Direct
Delta Profit	Fixed Fee

Notes:
1. Billing rates for future years will be increased by 4% annually.
2. Work hour rates include labor overhead, general & administrative, and FCOM overhead per FAA AC 150/5100-14D, paragraph 4-9 at 179.85%
3. Billing rates based on estimated 2009 salaries (i.e.: 2008 salaries plus 4% inflation).

DELTA AIRPORT CONSULTANTS, INC.

July 19, 2010

Ms. Lisa Murphy, AICP
Airport Manager, KLRU
City of Las Cruces Facilities Department
P.O. Box 20000
Las Cruces, New Mexico 88004

RE: Continuation of Engineering Service Contract
Las Cruces International Airport
Las Cruces, New Mexico

Dear Ms. Murphy:

This letter is to notify you of our desire to continue with our on-call contract dated September 2, 2008. Terms and conditions of that contract will continue to be effective for a one-year extension.

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

GENC001

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

RESOLUTION NO. 07-08-319

A RESOLUTION AWARDING A CONTRACT FOR AIRPORT ARCHITECTURAL AND ENGINEERING SERVICES TO DELTA AIRPORT CONSULTANTS, INC., OF LITTLE ROCK, ARKANSAS, FOR A PERIOD OF FIVE YEARS, SUBJECT TO ANNUAL CITY COUNCIL APPROVAL.

The City Council is informed that:

WHEREAS, the City of Las Cruces advertised a Request for Proposals, RFP 07-08-319, Airport Architectural and Engineering Services; and,

WHEREAS, eight responses to the Request for Proposals were received and opened by Purchasing staff on May 6, 2008; and,

WHEREAS, the Selection Advisory Committee reviewed the responses to the Request for Proposals at meetings on May 22 and June 19, 2008 and recommends award to Delta Airport Consultants, Inc.; and,

WHEREAS, the work will consist of architectural and engineering services for airport projects.

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

(I)

THAT the contract between the City of Las Cruces and Delta Airport Consultants, Inc., of Little Rock, Arkansas, for airport architectural and engineering services for a period of five years, with annual renewals to be approved by City Council, is hereby approved.

(II)

THAT the Purchasing Manager is authorized to contract with Delta Airport Consultants, Inc., as stated in the Architectural and Engineering Services Agreement, attached hereto and made a part of this Resolution.

(III)

THE City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 2nd day of September, 2008.

APPROVED:

Mayor

VOTE:

Mayor Miyagishima:	Aye
Councillor Silva:	Aye
Councillor Connor:	Nay
Councillor Archuleta:	Aye
Councillor Small:	Aye
Councillor Jones:	Aye
Councillor Thomas:	Aye

ATTEST:

City Clerk

(SEAL)

Moved by: Jones

Seconded by: Archuleta

Approved as to Form:

City Attorney

RESOLUTION NO. - 09-10-467

A RESOLUTION AWARDING THE SECOND YEAR OF A POSSIBLE FIVE YEAR CONTRACT FOR AIRPORT ARCHITECTURAL AND ENGINEERING SERVICES TO DELTA AIRPORT CONSULTANTS, INC., OF LITTLE ROCK, ARKANSAS.

The City Council is informed that:

WHEREAS, in September 2008, City Council approved Resolution 07-08-319 which awarded a contract for airport architectural and engineering services to Delta Airport Consultants, Inc.; and

WHEREAS, this contract was for a possible five-year period with annual renewals subject to City Council approval; and

WHEREAS, this firm is currently working on major airport engineering projects, and staff wishes to extend this contract for the second one-year period, and

WHEREAS, having an airport architectural and engineering firm under contract allows airport projects to proceed in a timely manner, thus benefiting the growth and development of the Las Cruces International Airport.

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

(I)

THAT the second year of a possible five-year contract for airport architectural and engineering services is hereby awarded Delta Airport Consultants, Inc., of Little Rock, Arkansas.

(II)

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

Resolution No. 09-10-467
Page 2

DONE AND APPROVED this 19th day of January, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

VOTE:

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

Moved by: Thomas

Seconded by: Pedroza

APPROVED AS TO FORM:

City Attorney