

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 9Ordinance/Resolution# 12-13-391For Meeting of _____
(Ordinance First Reading Date)For Meeting of December 17, 2012
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING CONTRACT FOR THE DESIGN THROUGH BIDDING PHASE SERVICES TO REHABILITATE THE FUEL FARM LOCATED AT THE LAS CRUCES INTERNATIONAL AIRPORT TO DELTA AIRPORT CONSULTANTS, INC., OF ALBUQUERQUE, NEW MEXICO, IN THE AMOUNT OF \$95,327.00 PLUS NEW MEXICO GROSS RECEIPTS TAX OF \$7,209.10 FOR A TOTAL AMOUNT OF \$102,536.10.

PURPOSE(S) OF ACTION:

To approve a contract.

COUNCIL DISTRICT: 4		
<u>Drafter/Staff Contact:</u> Cheryl Rodriguez	<u>Department/Section:</u> Transportation/Airport	<u>Phone:</u> 541-2471
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Aviation fuel at the Las Cruces International Airport is stored in a fenced, secure facility known as a fuel farm. The fuel farm was installed in the late 1980's and currently contains the following City-owned equipment: one 20,000-gallon capacity above-ground petroleum storage tank (AST) used for the storage of 100 octane aviation fuel, one 10,000-gallon capacity AST used for the storage of "Jet A" jet fuel, associated pumps, piping, emergency shut-off equipment, and a fuel loading rack. Additionally, a portion of the fuel farm is leased to an airport tenant, Southwest Aviation, Inc., (Southwest Aviation) and contains two aviation fuel storage tanks and associated equipment owned by Southwest Aviation.

In 2009, the New Mexico Environment Department – Petroleum Storage Tank Bureau (NMED) published new regulations (NMAC 20.5.4) governing both above-ground and underground petroleum storage tanks at fuel facilities. The State of New Mexico mandated that all fuel facilities must become compliant with these new regulations by July 1, 2013. The City-owned fuel tanks at the airport fuel farm are not in compliance with the new regulations in many aspects (for example, tanks are single-walled when double-walled tanks are required, there is inadequate secondary containment, piping from the tanks to the fuel pumps does not meet

(Continue on additional sheets as required)

current regulations, etc.) and must be brought into compliance or risk losing certification as an eligible fuel storage facility. The tanks and equipment owned by Southwest Aviation are also not compliant, but those retrofits will be the financial responsibility of Southwest Aviation and not the City.

In early 2010, a preliminary cost estimate for rehabilitation of the fuel farm was obtained. The estimate of \$348,830.00 only included the replacement of the two city-owned fuel tanks and minor equipment. Based on this estimate, airport staff was able to secure a 50% grant from the New Mexico Department of Transportation Department-Aviation Division in the amount of \$173,415.00 to assist with the costs associated with the fuel farm rehabilitation. The City was to be responsible for the 50% match. The grant was accepted pursuant to Resolution 12-168 and these funds have already been budgeted for the Fuel Farm Rehabilitation Project (see fund summary).

However, in early 2012 while reviewing the scope of work for the Fuel Farm Rehabilitation Project to ensure compliance with NMED regulations, it was noted that the \$348,830.00 cost assessment was not complete as it did not include any earthwork, environmental remediation, replacement of the loading racks, or construction of the required concrete-lined secondary containment area for fuel trucks to load and unload fuel, all items which would add substantial additional cost to the project. Working with both NMED and NMDOT – Aviation Division, it was determined that the best approach for the project was through a phased process, using the existing budgeted funds for a first phase which will consist of an engineered design of a completely new fuel farm. This design phase will ensure that all the necessary components of the City's fuel farm will comply with NMED regulations and will provide an accurate assessment of construction costs. The second phase will be actual construction of the fuel farm, for which funding has not yet been identified. NMED has indicated that if the project is underway, the City may be granted an extension to the July 1, 2013 deadline while construction funding is secured.

Delta Airport Consultants, Inc., of Albuquerque, NM, currently has the on-call Airport Architectural and Engineering Service contract with the City pursuant to Resolution 07-08-319, and the rehabilitation of the fuel farm is on the approved project list. As such, Delta has submitted a task order to perform the fuel facility design and bidding phase services in the amount of \$85,477.00 and a fixed fee of \$9,850.00 plus New Mexico Gross Receipts Tax in the amount of \$7,209.10 for a total of \$102,536.10.

These services will include the architectural and engineering design of the fuel facility as well as the preparation of all construction and bidding documents the City will need to be able to go out to bid for this project. The total fee amount includes reimbursable fees for subcontracted services such as design, geotechnical, and surveying. As keeping the airport's fueling capabilities intact is vital for the continued viability of the airport, staff recommends approval of this contract award.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract Form.

(Continue on additional sheets as required)

3. Exhibit "B", Task Order No. 12 to the Agreement for Professional Services between the City of Las Cruces and Delta Airport Consultants, Inc.
4. Attachment "A", Diagram of fuel farm.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of _____ for FY__.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds of up to \$173,415.00 may be placed into Fund 4300 (Airport Improvement) under Project No. 70B16 on a reimbursement basis. Match funds will come from Fund 1010 (Airport Operations) in the amount of \$51,268.05. Total project costs will be \$102,536.10 as outlined in Task Order No. 12.

(Continue on additional sheets as required)

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Airport Improvements (4300)	43320010 - 851200-70B16	\$51,268.05	\$173,415.00	\$122,146.95	Funds will be returned to NMDOT State Aviation so they can be re-allocated towards a future grant for the construction of the fuel farm.
Airport Operations (1010) (match)	10323020 - 851200-70B16	\$51,268.05	\$53,957.12	\$2,689.07	Match requirement for a future NMDOT State Aviation grant for the construction of the fuel farm.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the City of Las Cruces to enter into a contract for fuel farm design and bidding phase services with Delta Airport Consultants, Inc.
2. Vote "No"; this will not allow the City of Las Cruces to enter into a contract for fuel farm design and bidding phase services with Delta Airport Consultants, Inc. This will cause a delay in the project and will result in the City of Las Cruces being out of compliance with the New Mexico Environment Department – Petroleum Services Tank Bureau regulations. This may result in the temporary closure of the airport's fuel farm until the City of Las Cruces can demonstrate that it is meeting the intent to comply with State regulations.
3. Vote to "Table" and direct staff accordingly.

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. 10-257.
3. Resolution No. 12-168.

(Continue on additional sheets as required)

RESOLUTION NO. 12-13-391

A RESOLUTION APPROVING CONTRACT FOR THE DESIGN THROUGH BIDDING PHASE SERVICES TO REHABILITATE THE FUEL FARM LOCATED AT THE LAS CRUCES INTERNATIONAL AIRPORT TO DELTA AIRPORT CONSULTANTS, INC., OF ALBUQUERQUE, NEW MEXICO, IN THE AMOUNT OF \$95,327.00 PLUS NEW MEXICO GROSS RECEIPTS TAX OF \$7,209.10 FOR A TOTAL AMOUNT OF \$102,536.10.

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 airport contains a fuel farm which is used for the storage and dispensing of aviation fuel; and

WHEREAS, capability to provide aviation fuel is vital to the continued economic viability of the airport; and

WHEREAS, the fuel farm will be out of compliance with New Mexico Environment Department Regulations pursuant to NMAC 20.5.4 as of July 1, 2013; 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 fuel farm design through bidding phase services in amount of \$95,327.00 (not including NMGRT); and

WHEREAS, City 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:

(I)

THAT Task Order No. 12 to the Agreement for Professional Services between the City of Las Cruces and Delta Airport Consultants, Inc., attached hereto as Exhibit "B", for Design through Bidding Phase Services for the Las Cruces International Airport fuel farm is approved in the amount of \$95,327.00 plus New Mexico Gross Receipts Tax in the amount of \$7,209.10 for a total of \$102,536.10.

(II)

THAT the Purchasing Manager is authorized to contract with Delta Airport Consultants, Inc., as outlined in Exhibit "A", Purchasing Manager's Request to Contract Form, attached hereto and made part of this Resolution.

(III)

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

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

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

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: December 17, 2012

Resolution No.: 12-13-391

Existing Contract Purchase For Airport A & E Services - Rehabilitate the Airport Fuel Farm

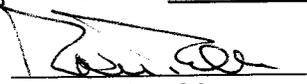
The Las Cruces City Council is provided the following information concerning this request:

BID/RFP SOLICITATION INFORMATION:

- | | |
|--|---|
| 1. Original RFP & Due Date: | RFP #07-08-319 / September 16, 2008 |
| 2. Description of RFP: | Airport A & E Services |
| 3. Number of Original Responses Accepted: | Eight (8) |
| 4. Existing Contract Expiration Date: | September 1, 2013 |
| 5. Last Contract Renewal by Council: | Resolution No. 12-13-323 / August 6, 2012 |
| 6. Using Department: | Transportation/Airport |
| 7. Current Award Recommendation To: | Delta Airport Consultants, Inc. |
| 8. Total Award Amount (includes any tax and contingency) | \$102,536.10 |
| 9. Contract Duration: | 120 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

11/30/12.
Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:

TBD

TASK ORDER NO. TWELVE (12)

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF LAS CRUCES, NEW MEXICO

THE OWNER

AND

DELTA AIRPORT CONSULTANTS, INC.

THE ENGINEER

DATE: November 6, 2012

DELTA PROJECT NO. 12080

**REHABILITATE FUEL FARM
DESIGN THRU BIDDING**

TASK ORDER NO. TWELVE (12)

**TO THE AGREEMENT
FOR PROFESSIONAL SERVICES**

BETWEEN OWNER AND ENGINEER

November 6, 2012

This Task Order No. Twelve (12), dated November 6, 2012, 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**:

6.12 Rehabilitate Fuel Farm - Design

It is understood that the Engineer will proceed on the project after a notice-to-proceed from the Owner. The Engineer is to 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**:

7.22 Rehabilitate Fuel Farm – Design through Bidding Phase Services

Design Thru Bidding phase services will be compensated on a unit price plus fixed fee basis. Compensation for these services shall be limited to a budget amount of \$102,327 unless written authorization has been received from the Owner. The budget amount is based upon an estimated cost of \$85,477 and a fixed fee of \$9,850 plus estimated NMGRT of \$7,000 as outlined in Attachment "TO 12-1". The budget amount is based on the scope items detailed in Attachment "TO 12-1" to include preliminary design, final design, design contract documents, and bidding phase services.

TASK ORDER NO. TWELVE (12)

The following attachments are made part of this Agreement:

- Attachment "TO 12-1" Fee Summary (Article 7.22)/Task Summary (Article 7.22)
- Attachment "TO 12-2" Subconsultant RFPs and Proposals
- Attachment "TO 12-3" Fee Schedule

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: 11/9/2012



Witness

ATTACHMENT "TO 12-1"

**FEE SUMMARY
(ARTICLE 7.22)**

**TASK SUMMARY
(ARTICLE 7.22)**

**ATTACHMENT TO 12-1
FEE SUMMARY**

Rehabilitate Fuel Farm
Design thru Bidding
Las Cruces International Airport
Las Cruces, New Mexico

AIP Project No. N/A
State Project No.
Delta Project No. 12080

Date: November 6, 2012

Delta Workhour Costs and Reimbursables (Article 7.22)

Design thru Bidding (Delta)	\$	11,350
Special Services (Delta)	\$	13,758
Travel & Miscellaneous	\$	1,000
Printing (incl bidding)	\$	3,000
Bid Advertisement	\$	1,000
Design Geotechnical (Geo-Test)	\$	4,550
Design Environmental Eval. (Geo-Test)	\$	2,450
Design Ground Surveys (Summit)	\$	2,570
QC Review (McGuinness)	\$	1,200
Design Fueling Engineer (Argus)	\$	44,599
Fixed Fee	\$	<u>9,850</u>
	Estimated Cost:	\$ 95,327
NMGRT (Est.)	\$	7,000

Article 7.22 UP+FF Budget Amount: \$ 102,327

**ATTACHMENT TO 12-1
Delta Task Summary - Article 7.22**

Rehabilitate Fuel Farm
Design thru Bidding

Las Cruces International Airport
Las Cruces, New Mexico

AIP Project No. N/A
State Project No.
Delta Project No. 12080

Date: November 6, 2012

Description	Quantity If Applicable
DESIGN	
Scoping Meeting	2
Predesign Meeting	1
Specifications	
Design Meetings/Site Visits	1
Quality Control Reviews	1
BIDDING	
Bid Preparation & Advertisement	
Pre-Bid Meeting	1
Bidder Questions & Addenda	
Bid Opening	
Bid Tabulation	
SPECIAL SERVICES	
Coordinate Geotechnical Surveys	
Coordinate Ground Surveys	
Coordinate Argus	
Coordinate Constructability Review	
Owner Coordination	
FAA Environmental Coordination	
FAA ADO & State Coordination	
Local Agency Coordination (E&SC, SWM)	
State Pay Requests	2

ATTACHMENT "TO 12-2"
SUBCONSULTANT RFPs AND PROPOSALS



**DELTA AIRPORT
CONSULTANTS, INC.**

July 27, 2012

Mr. Tim Byres, P.E.
Geo-Test
8528 Calle Alameda NE
Albuquerque, New Mexico 87113

Subject: Request for Proposal
Design Geotechnical Services
Environmental Site Evaluation
Quality Acceptance Testing
Rehabilitate Fuel Farm
Las Cruces International Airport
Las Cruces, New Mexico
Delta Project No. NM 12080

Dear Mr. Byres:

Delta Airport Consultants, Inc. is requesting a proposal from your firm to provide Design Geotechnical Services, Environmental Site Evaluation and Quality Acceptance Testing for the above referenced project at Las Cruces International Airport. The project will include the removal of Two (2) existing fuel tanks and associated piping and the installation of Two (2) 12,000 gallon above ground fuel tanks, a truck loading/unloading area and the associated piping. A marked layout of the project site is enclosed for your review and reference.

The proposal shall be based on the following scope of work:

SCOPE OF WORK

Task 1 – Design Geotechnical Services

1. Six (6) borings will be required in the proposed fuel farm area. 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 twenty (20) 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 standard proctor for each soil type. The material shall be analyzed for suitability as borrow and for ease of excavation.

2. Approximately three (3) additional borings shall be placed in the surrounding work area at the discretion of the geotechnical engineer.

12080C002

Mr. Tim Byres
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3. 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.
4. All boring locations shall be reported with approximate station and offset from the adjacent road centerline. The stationing on the enclosed plan shall be used. The borings shall also be marked and flagged in the field for location by Delta's ground surveyor.
5. 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, design CBR recommendations, as well as any other pertinent recommendations. The report should be sealed by a registered professional engineer in the State of New Mexico.

Task 2 – Environmental Site Evaluation

6. Drill four (4) borings to a depth of ten (10) to twenty (20) feet below the surface in the vicinity of the existing fuel tank pit and fueling rack. The boring locations to be determined in the field by an experienced field engineer or geologist.
7. Also evaluate the soils from the six (6) borings taken as part of the Design Geotechnical Services in Task 1.
8. Should evidence of contamination be encountered during the field investigation, the borings may be advanced to more than the specified depth.
9. Perform an analysis of the soil samples for the following:
 - Gasoline Range Organics – EPA Method 8215 B (GRO)
 - Diesel Range Organics – EPA Method 8215 B (DRO)
10. 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.
11. Submit an environmental letter report presenting the results of the test drilling and laboratory analyses.

Task 3 – Quality Acceptance Testing

12. The acceptance testing services include the following materials and approximate quantities:
 - a. Approximately 100 cubic yards of NMSSPW Spec 301 Subgrade Prep
 - b. Approximately 100 cubic yards of NMSSPW Spec 302 Aggregate Base Course
 - c. Approximately 100 cubic yards of NMSSPW Spec 101 Portland Cement Concrete
 - d. Approximately 300 lineal feet of NMSSPW Spec 701 Trenching, Excavation and Backfill
13. Testing of the above materials shall be completed in accordance with the As-Bid Plans and Specifications.

Mr. Tim Byres
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14. Review of material submittals for the above items.
15. Provide weekly updated summary of all acceptance test results with failing tests highlighted and cross referenced to the subsequent passing retest.
16. Provide for at least one (1) on-call site visit by a Senior Geotechnical Engineer to review and investigate unexpected site conditions such as unsuitable/muck soils, sinkholes, and rock excavation/embankment. Provide reports and recommendations for procedures or repair of the areas.
17. The anticipated contract time is sixty (60) calendar days. It is anticipated that construction will begin in Spring 2013.
18. The Contractor will not be providing an on-site trailer for use by your firm. Any on-site space required by your firm for general office use and/or testing shall be included in your fee.
19. Provide a final report summarizing all testing for the project within fourteen (14) days of construction completion.

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.
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. 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. Cheryl Rodriguez
Airport Manager
Las Cruces International Airport
Phone: (575) 541-2471

Mr. Tim Byres
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24. Companies whose employees perform work on the airport shall have General Liability Insurance with a minimum coverage of \$1,000,000.
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 August 17, 2012. It is anticipated that a notice-to-proceed for the Design Geotechnical Services and Environmental Site Evaluation will be given during Fall 2012. Upon receipt of the written notice-to-proceed, it is requested that the geotechnical and environmental reports be forwarded to our office within thirty (30) days.

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

Sincerely,

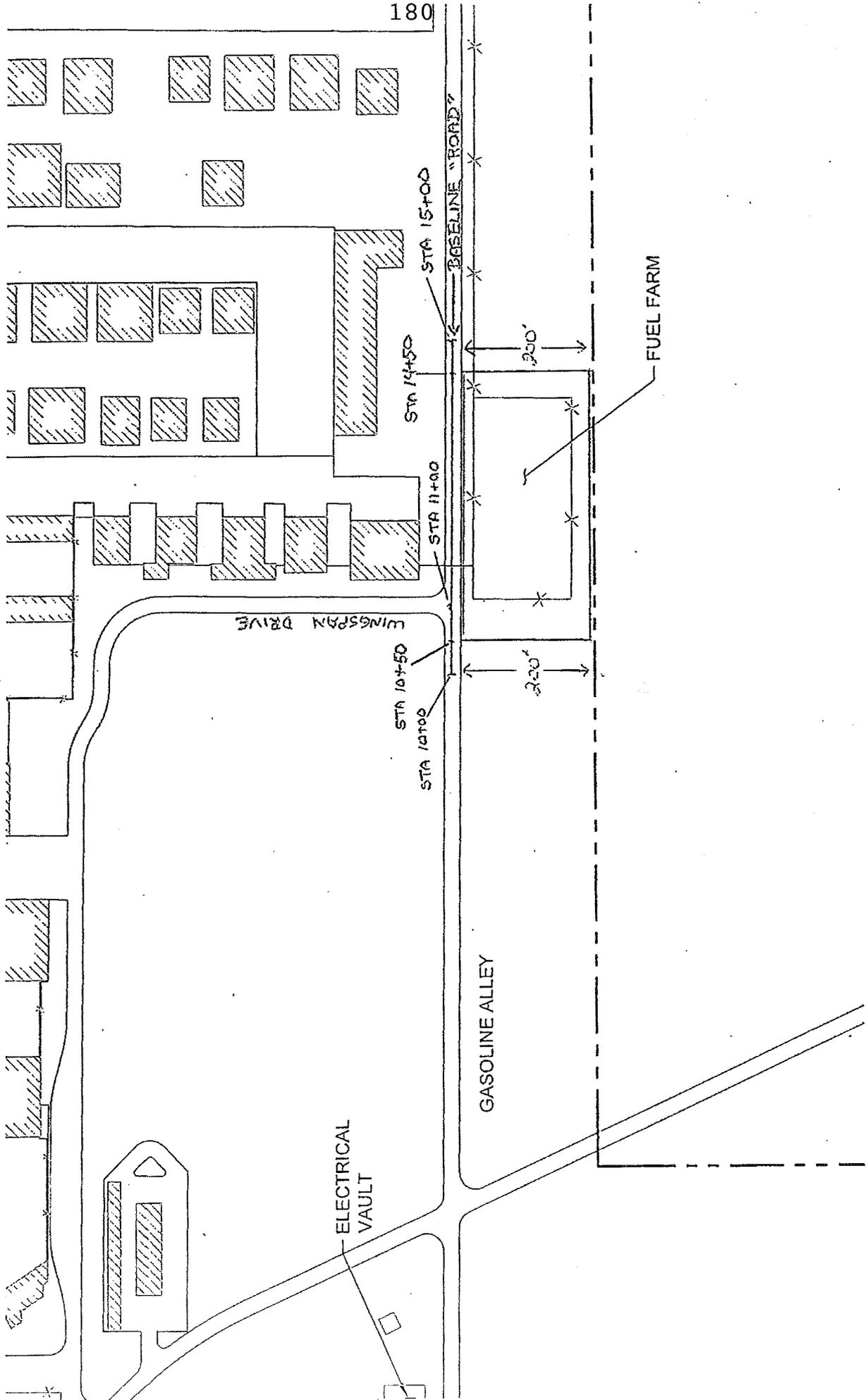


Dave C. Ploeger
DCP/abc

Enclosures

cc: Cheryl Rodriguez, AICP, Airport Manager

w/encl.



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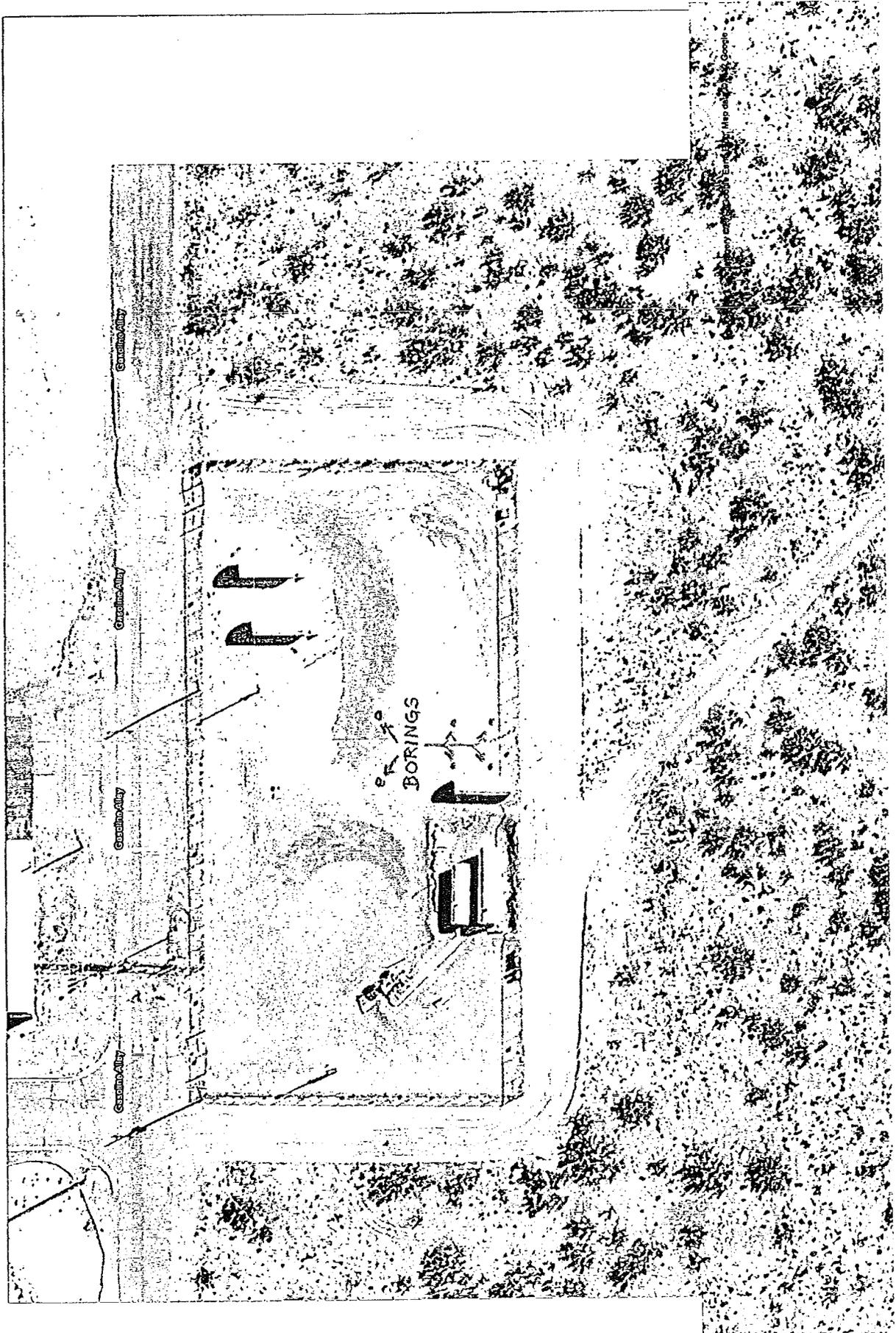


EXHIBIT 1

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 subconsultant, 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 subconsultants 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 SUBCONSULTANT whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of SUBCONSULTANT's services.

SECTION 3 - PAYMENTS TO SUBCONSULTANT

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 SUBCONSULTANT's services and expenses and shall pay SUBCONSULTANT within fourteen (14) days of the time ENGINEER receives payment from OWNER on account therefor. It is intended that payments to SUBCONSULTANT 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/Indemnification.** 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. The SUBCONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any and all damages (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent acts, errors, or omissions of the SUBCONSULTANT, its employees, lower-tier subcontractors, or any other party for whom it may be liable in the performance of its Services under this Agreement.

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**

RECEIVED

GEO-TEST

August 16, 2012

AUG 17 2012

12080

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

ATTN: Mr. Dave C. Ploeger

RE: Proposal for Geotechnical Engineering Services
Fuel Farm Rehabilitation-Task I
Delta Project No. NM12080
Las Cruces International Airport, New Mexico

Dear Mr. Ploeger:

As requested, we are submitting a cost proposal for a geotechnical investigation for the above referenced project. The purpose of the investigation will be to gather information relative to the physical properties of the underlying site soils and utilize the information to provide recommendations for foundations, floor slabs, utility earthwork, as well as general site grading criteria and pavements.

It is understood that the project will include the removal of two existing above ground fuel tanks and associated piping and the installation of two new 12,000 gallon above ground fuel tanks, a truck loading/unloading area and the associated piping. Structural loads are not known at this time but are anticipated to be light to moderate.

The investigation will include the following:

1. MOBILIZATION AND DEMOBILIZATION

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

2. FIELD INVESTIGATION

A total of 9 borings are planned to be drilled to depths of approximately 20 feet below existing grade. Standard penetration tests and split spoon or open end drive sampling will be conducted in the borings at depths of 0.5 and 2.5 feet for the first 5 feet, and at maximum 5 foot intervals, thereafter. Borings may be terminated at shallower depths should practical auger refusal be experienced.

3. LABORATORY TESTING

Laboratory testing will be limited to those tests necessary to gather sufficient information for engineering analysis based on subsurface conditions encountered. Testing may include determining in place moisture content and density, performing grain size distribution and Atterberg limits determinations, and performing consolidation tests, as appropriate, to evaluate soil compressibility.

GEO-TEST, INC.
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FAX (505) 471-2245

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ALBUQUERQUE,
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(505) 857-0933
FAX (505) 857-0803

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

4. FINAL DATA REDUCTION AND REPORT

Information gathered in the field and laboratory investigation will be reduced and analyzed. An engineering report will be prepared presenting the results of field and laboratory investigations as follows:

1. Logs of borings, a site plan showing their approximate location and a description of procedures and equipment used in the field program.
2. Results of laboratory tests.
3. A description of the geotechnical profile, soil moisture content and groundwater, if encountered.
4. A discussion and recommendation of the foundation system, or systems.
5. Recommended foundation bearing pressures or capacities, and foundations depths.
6. Estimated settlements of foundations and embankments.
7. Earth pressures against footings and retaining walls, with soil concrete friction factor.
8. Guide specifications for site grading, special site treatments and backfill criteria.
9. Moisture protection provisions including any restrictions on temporary storm ponding areas.
10. Recommended flexible and rigid pavement sections.

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 **\$4,550.00** plus applicable taxes. Acceptance of this proposal is indicated by signing the following acceptance form and returning it to this office.

In recognition of the relative risks and benefits of the project to both the Client and Geo-Test, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Geo-Test's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$25,000.00. Such causes include, but are not limited to, Geo-Test's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

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.

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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.



Timothy Matson
Engineering Geologist

Terms of payment are net 30 days. Payment not received within this time period will be charged interest of 1.5 percent per month, an effective annual rate of 18 percent.

Accepted for:

(Organization Responsible for Payment)

By:

(Name and Title)

Signature: _____

Date: _____

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GEO-TEST

August 16, 2012

AUG 17 2012

12080

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

ATTN: Mr. Dave C. Ploeger

RE: Proposal for Geotechnical Engineering Services
Fuel Farm Rehabilitation-Task II
Delta Project No. NM12080
Las Cruces International Airport, New Mexico

Dear Mr. Ploeger:

As requested, we are submitting a cost proposal for an environmental evaluation to check for the presence of possible contamination in the soils underlying the site.

It is understood that the project will include the removal of two existing above ground fuel tanks and associated piping and the installation of two new 12,000 gallon above ground fuel tanks, a truck loading/unloading area and the associated piping.

The Investigation will include the following:

1. MOBILIZATION AND DEMOBILIZATION

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

2. FIELD INVESTIGATION

A total of 4 borings are planned to be drilled to depths ranging from approximately 10 to 20 feet below existing grade in the vicinity of the existing fuel tanks pit and fueling rack. Standard penetration tests and split spoon or open end drive sampling will be conducted in the borings at depths of 0.5 and 2.5 feet for the first 5 feet, and at maximum 5 foot intervals, thereafter starting from elevation at the bottom of tanks and piping. Samples from Task I will also be evaluated.

Should evidence of contamination be encountered during the field investigation, it may be necessary to advance the borings to more than the specified depth. In the event that drilling to greater depths is required, every effort would be made to contact the client and or owner and inform them of the need for additional work. Borings may be terminated at shallower depths should practical auger refusal be experienced.

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All augers will be steam cleaned prior to beginning of work and between each boring. No use of any petroleum-based oil or grease will be used. All sampling equipment will be cleaned prior to sampling and between each sample by washing thoroughly in a Liqui-nox or equivalent solution, then rinsing in two clean water baths. All soil samples will be kept in 4-ounce jars supplied by the testing laboratory. Jars will be completely filled to reduce headspace. Each jar will be labeled with the following information:

- Boring number and sample depth
- Date and time
- Job Number and name of sampler
- Chain of Custody report will be completed for each sample taken
- Sample jars and containers will be stored in an ice chest; temperature will be kept at about 40°F.

3. LABORATORY ANALYSIS

Geo-Test, Inc will utilize a laboratory following the guidelines developed by the U.S. Environmental Agency (EPA). The samples will be analyzed for Gasoline and Diesel Range Organics, EPA Method 8215 B.

4. FINAL DATA REDUCTION AND REPORT

An environmental letter report will be submitted presenting the results of the test drilling and laboratory analyses. Logs of borings, a site plan showing their approximate location and a description of procedures and equipment used in the field program. A description of the geotechnical profile, soil moisture content and groundwater, if encountered, will also be presented.

Considering the proposed scope of the project, we believe the environmental program above would be sufficient to provide the necessary subsurface soil information to assess site environmental conditions and determine the need for additional evaluation requirements at the site. Charges for the scope of work outlined herein will be **\$2,450.00** plus applicable taxes. Acceptance of this proposal is indicated by signing the following acceptance form and returning it to this office.

In recognition of the relative risks and benefits of the project to both the Client and Geo-Test, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Geo-Test's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$25,000.00. Such causes include, but are not limited to, Geo-Test's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

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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.

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.



Timothy Matson
Engineering Geologist

Terms of payment are net 30 days. Payment not received within this time period will be charged interest of 1.5 percent per month, an effective annual rate of 18 percent.

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Accepted for: _____
(Organization Responsible for Payment)

By: _____
(Name and Title)

Signature: _____ Date: _____



**DELTA AIRPORT
CONSULTANTS, INC.**

July 24, 2012

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

Subject: Request for Proposal
Design Ground Surveys
Rehabilitate Fuel Farm
Las Cruces International Airport
Las Cruces, New Mexico
Delta Project No. NM 12080

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 removal of Two (2) existing fuel tanks with the associated piping and the installation of Two (2) new 12,000 gallon above ground fuel tanks, a truck loading/unloading area and the associated piping. A marked layout of the Airport is enclosed for your review and reference.

SCOPE OF WORK

Item 1

1. Establish a Baseline "ROAD" along the centerline of the road designated as Gasoline Alley as indicated on the enclosed layout. The baseline shall be set with the center of the intersection of Gasoline Alley and Wingspan Drive being Station 11+00. Baseline "ROAD" shall extend from the center of Gasoline Alley 100 feet West of Station 11+00 (Station 10+00) to the center of Gasoline Alley 400 Feet East of Station 11+00 (Station 15+00) as indicated on the enclosed layout. Stations shall be indicated on the baseline at 50-foot intervals. PK nails shall be set at each 100-foot station along the baseline.
2. Provide ground cross sections on even 25-foot stations between Station 10+00 and Station 15+00 with respect to Baseline "ROAD". Spot elevations shall be taken on centerline and edge of pavement.
3. Provide a topographical survey in one (1) foot contours of the area outlined in red on the enclosed exhibit and identify all low points, swales and breaks in grade.
4. Locations of all existing fuel tanks, piping and related structures within the survey area shall be marked and identified.
5. 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.

12080c001 (2).doc

Mr. Greg Byres
 July 24, 2012
 Page 2

6. 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.

Item 2

7. A cost for two (2) 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.
8. 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 "ROAD" (horizontal control ± 0.05 feet).
9. It is requested that three (3) files (AutoCAD 2000 or later) containing the following information be submitted for our use:

- File 1: [12080plan.dwg] - Planimetrics files (All objects in this file shall have zero elevation.)
- File 2: [12080cont.dwg] - Contours file. This file should include contours, contour labels and spot information.
- File 3: [12080bkln.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.)
- 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.

Mr. Greg Byres
 July 24, 2012
 Page 3

- 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.
10. 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: [12080SPC.asc] - All points given in the State Plane Grid Coordinate System.
 File 5: [12080BLC.asc] - Same points as given in "File 4" translated to Baseline "R" station and offset coordinates.
11. All computer files (drawing files and ASCII points files) shall be submitted on CD or DVD (+R/+RW formats preferred).
12. Please prepare proposal showing separate line item cost each for Items 1 and 2.

GENERAL

13. 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.
14. 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.
15. The invoice shall, at a minimum, include the following:
- a. Project name
 - b. Airport name
 - c. Delta project number
 - d. Invoice number

Mr. Greg Byres
July 24, 2012
Page 4

- e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
16. 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. Cheryl Rodriguez
Airport Manager
Las Cruces International Airport
Phone: (575) 541-2471
17. 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 August 10, 2012. It is anticipated that a notice-to-proceed for your work will be given during the Fall of 2012. 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.

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

Sincerely,

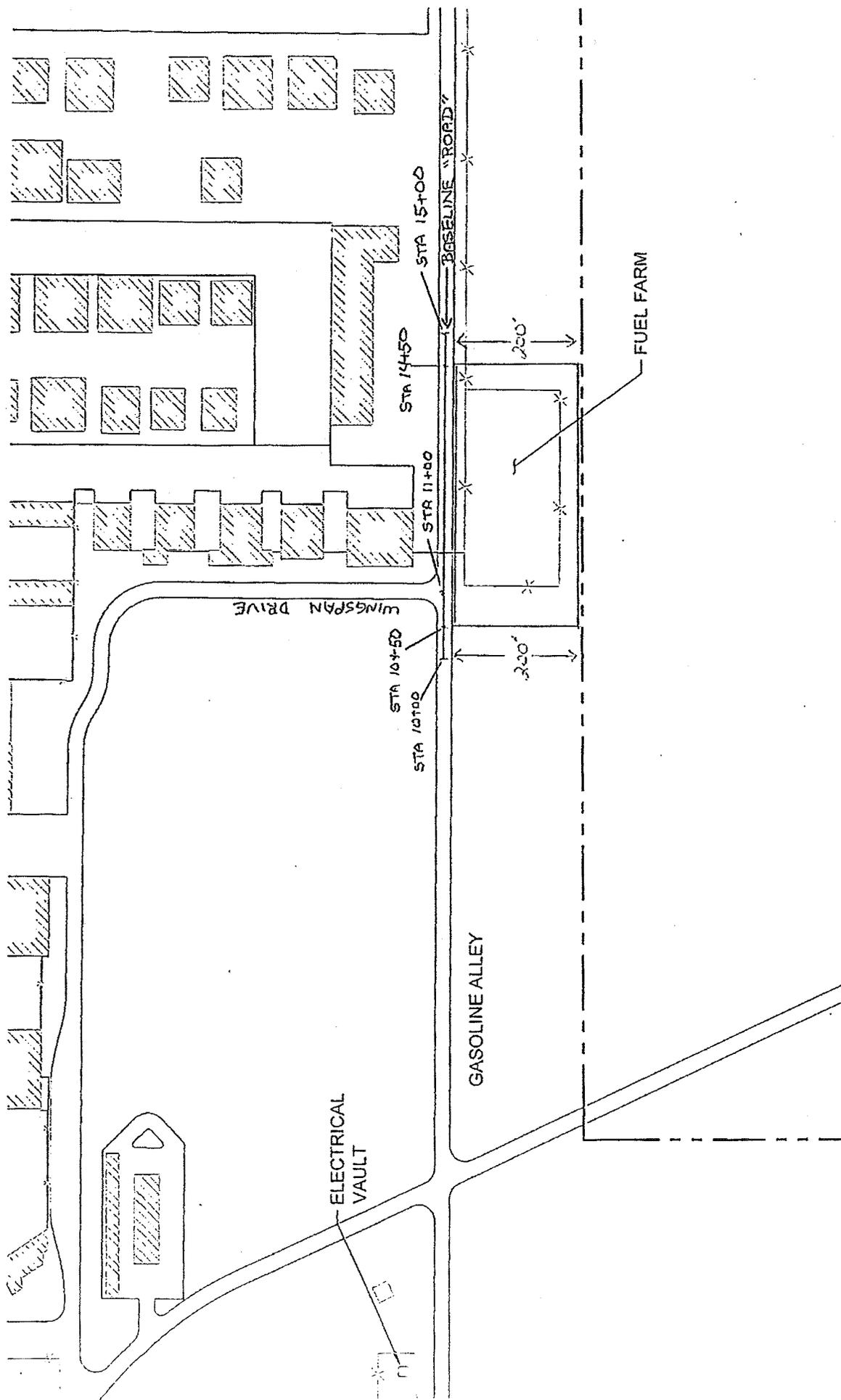


David C. Ploeger, CM
DCP/abc

Enclosures

cc: Cheryl Rodriguez, 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	bidg-ex	CONTINUOUS	165	
Existing Building - Text	bidg-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	Peditd 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-tx-ex	CONTINUOUS	35	

Revised: 3/17/03

SUBCONSULTANT AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2012, between Delta Airport Consultants, Inc. (ENGINEER) and Summit Engineering (SUBCONSULTANT), for services outlined below.

- 1. Scope of services generally consists of: Design Ground Surveys in association with the Rehabilitate Fuel Farm project at Las Cruces International Airport. Detailed scope of services is outlined in Exhibit 3.
- 2. Compensation for services shall not exceed \$_____ without direct written authorization from Delta Airport Consultants, Inc.
- 3. Schedule for completion of services shall be within thirty (30) days of notice to-proceed.
- 4. Insurance limits and coverage to be acquired and maintained by Subconsultant shall be:
 - a. Worker's Compensation: per statutory requirements
 - b. General Liability: \$5 Million
 - c. Automobile Liability: \$1 Million
 - d. Professional Liability: \$2 Million per claim
\$2 Million per year
- 5. This Agreement is subject to the terms outlined in the attached General Conditions.
- 6. Subconsultant agrees to comply with the attached Federal Contract Provisions.
- 7. Attachments: Exhibit 1 - General Conditions
 Exhibit 2 - Mandatory Federal Contract Provisions for AE Contracts
 Exhibit 3 - ENGINEER's Request for Proposal & SUBCONSULTANT's Proposal

This Agreement and the Exhibits identified herein constitute the entire agreement between ENGINEER and SUBCONSULTANT and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

ENGINEER:
Delta Airport Consultants, Inc.
7804 Pan American Freeway NE
Albuquerque, NM 87109

SUBCONSULTANT:
Summit Engineering
4680 Riverwood Road
Las Cruces, NM 88007

Kenneth Moody, P.E.
Vice President

(Consultant's Signature)

Date: _____

Date: _____

Witness: _____

Witness: _____

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.

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

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July 30, 2012

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

Attn: David C. Ploeger, CM

RE: Cost Proposal For Surveying Services
Fuel Farm
Las Cruces International Airport
Las Cruces, New Mexico

Dear Mr. Ploeger:

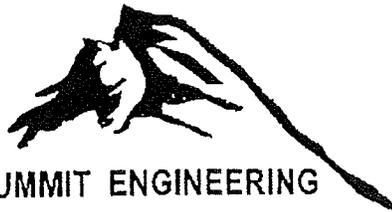
As requested, we have prepared a cost proposal for performing the surveying services requested for the Fuel Farm, at the Las Cruces International Airport. It is understood that that the existing Fuel Farm is to be Rehabilitated, and the existing topography, and planimetrics will need to be defined for the affected area.

The survey would be limited to the area indicated on your request for proposal, which is a 200 feet by approximately 500 feet, encompassing the existing fuel, a portion of Gasoline Alley and Wingspan Drive.

The cost for the above referenced scope of work is as follows:

Item #1			
Description	Unit Rate	Hours	Cost
Field Crew	\$175.00	10 hrs	\$1,750.00
Survey Technician	\$75.00	4 hrs	\$ 300.00
Drafting Technician	\$65.00	4 hrs	\$ 260.00
Research and field observations	\$65.00	4 hrs	\$ 260.00
			Total \$2,570.00
Item #2			
Description	Unit Rate	Hours	Cost
Field Crew	\$175.00	16 hrs	\$2,800.00
Survey Technician	\$75.00	4 hrs	\$ 300.00
Drafting Technician	\$65.00	4 hrs	\$ 260.00
			Total \$3,360.00

Above costs do not include applicable tax.



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.

July 30, 2012
Page 2

The above total amount may be utilized as a not to exceed amount. No additional fees will be charged, all vehicle, equipment, and travel expenses are included in the unit rates listed above.

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.

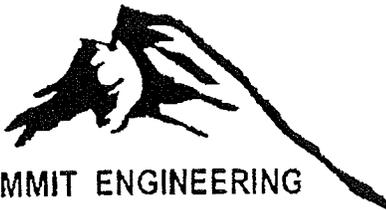
Accepted

For _____
(Organization or Individual)

Accepted

By _____
(Name)

Signature _____ Date _____



SUMMIT ENGINEERING



October 22, 2012

Scanned

Mr. Kent Bredehoeft
Agrus Consulting, Inc.
1300 NW Jefferson Court
Suite 100
Blue Springs, MO 64015

Subject: Request for Proposal
Fuel Farm Design
Construction Observation
Rehabilitate Fuel Farm
Las Cruces International Airport
Las Cruces, New Mexico
Delta Project No. 12080

Dear Mr. Bredehoeft:

Delta Airport Consultants is requesting a proposal from your firm to provide design drawings, specifications, cost estimates and construction observation for the above referenced project at the Las Cruces International Airport. The project will include the removal of Two (2) existing above ground fuel tanks and associated piping and the installation of Two (2) 12,000 gallon above ground fuel tanks, a truck loading/unloading containment area and the associated piping. A photograph of the project site is enclosed for your review and reference.

The proposal shall be based on the following scope of work:

SCOPE OF WORK

Task 1 – Design Phase

Prepare design drawings, specifications and construction cost estimates for the turn-key rehabilitation of the existing fuel farm encompassing the following requirements:

1. Preparation of two review submittals (50% and final) and sealed final plans and specifications suitable for bidding.
2. Assist in determining the proper location and requirements of the new fuel tanks and associated equipment and the truck loading/unloading containment area.
3. Installation of two (2) (one AVGAS and one Jet-A) new 12,000 gallon above ground storage tanks and associated equipment in accordance with federal, state and local regulations.
4. Installation of an appropriate truck loading/unloading containment area including pavement design in accordance with federal, state and local regulations.
5. Provisions for the addition of a minimum of two (2) additional 12,000 gallon above ground storage tanks.

6. Provide power and control for all fueling equipment.
7. Evaluate the existing lighting and, if necessary, design additional lighting to meet current code requirements.
8. Provide emergency pump shut off system for all tanks.
9. Design all erosion and sediment control, storm water management, etc. required for the bid documents.
10. Removal of two (2) existing fuel tanks (one 10,000 gallon AVGAS and one 20,000 gallon Jet-A), the associated piping and truck loading area. These tanks must remain in place and operational until after the two new tanks are installed.
11. Participation in three (3) project review meetings (one on site and two via conference call) and review of meeting minutes.
12. Review and respond to Contractor's questions during bidding phase of project.

Services to be provided by Delta Airport Consultants will include design surveys, geotechnical evaluations of soils, Owner and NMDOT-Aviation Division coordination, distribution of plans and specifications to appropriate agencies and contractors, and bid preparation and tabulations.

Task 2 – Construction Phase

1. Schedule, prepare for, and participate via conference call in a preconstruction conference between the Owner, Engineer, Contractor and other agencies to discuss all aspects of the project. Prepare and distribute meeting minutes.
2. Review shop drawings for conformance to plans and specifications.
3. Conduct two (2) site visits to observe the construction and discuss progress with the Owner, Contractor, Engineer and other agencies. Prepare and distribute site visit reports.
4. Conduct a final inspection of the project at the completion of construction to confirm all systems are functioning as required.
5. Assist the airport in updating the fuel farm Operations and Maintenance Plan.

Services to be provided by Delta Airport Consultants will include materials quality acceptance testing, Owner and NMDOT-Aviation Division coordination, and periodic construction observation.

GENERAL

1. If accepted, your proposal shall serve as a basis for a lump sum contract for Task 1 and a not-to-exceed contract for Task 2 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.

2. 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.
3. 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
4. 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. Cheryl Rodriguez
Airport Manager
Las Cruces International Airport
Phone: (575) 541-2471
5. Companies whose employees perform work on the airport shall have General Liability Insurance with a minimum coverage of \$1,000,000.
6. 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 October 30, 2012. It is anticipated that a notice-to-proceed for the design phase will be given during Fall 2012. Upon receipt of the written notice-to-proceed, it is requested that the final design be forwarded to our office within ninety (90) days.

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

Sincerely,



David C. Ploeger
DCP/abc

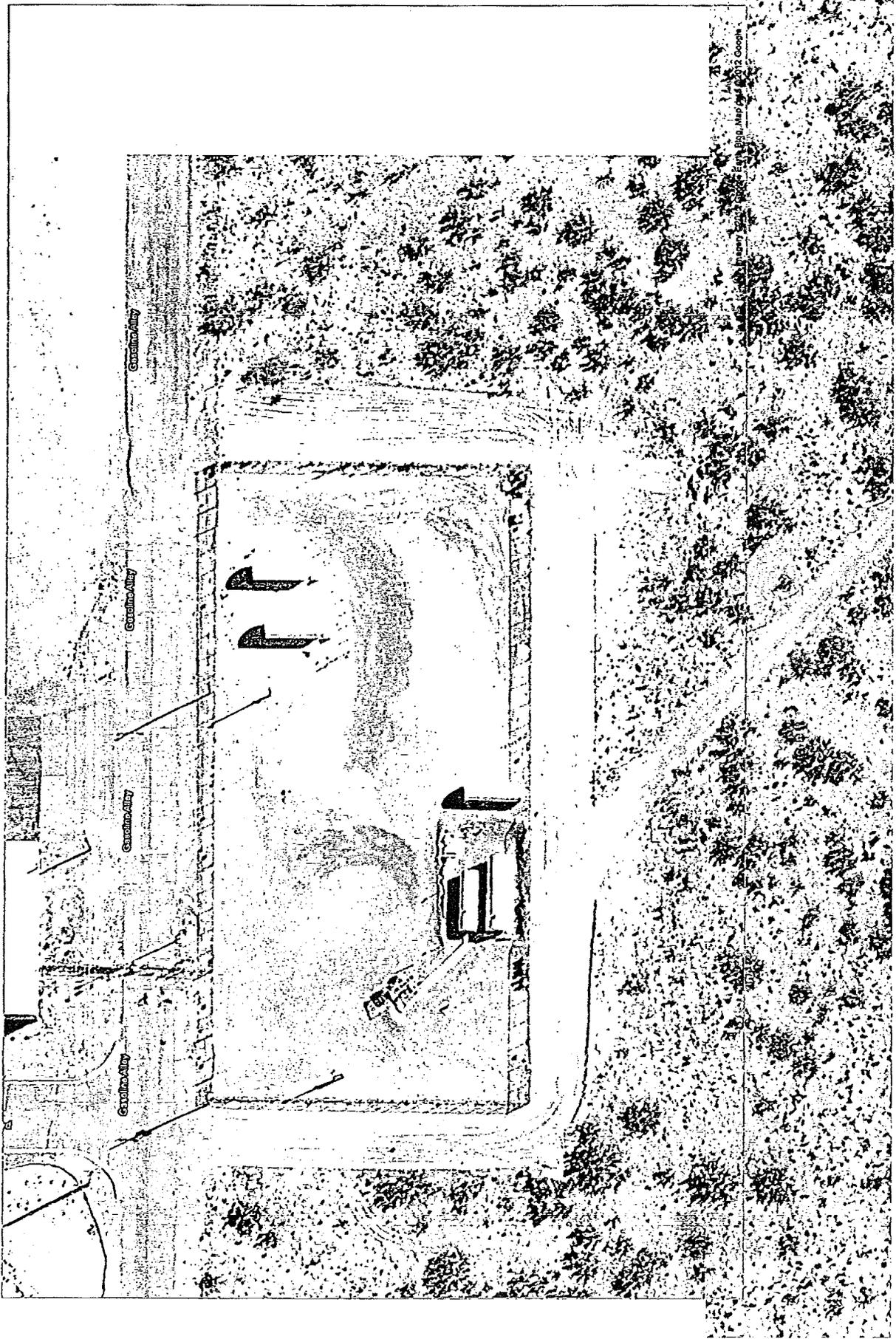
Enclosures

cc: Cheryl Rodriguez, AICP, Airport Manager

w/encl.

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google



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 subconsultant, 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 subconsultants 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 SUBCONSULTANT whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of SUBCONSULTANT's services.

SECTION 3 - PAYMENTS TO SUBCONSULTANT

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 SUBCONSULTANT's services and expenses and shall pay SUBCONSULTANT within fourteen (14) days of the time ENGINEER receives payment from OWNER on account therefor. It is intended that payments to SUBCONSULTANT 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/Indemnification.** 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. The SUBCONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any and all damages (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent acts, errors, or omissions of the SUBCONSULTANT, its employees, lower-tier subcontractors, or any other party for whom it may be liable in the performance of its Services under this Agreement.

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.

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



October 31, 2012

David C. Ploeger
Delta Airport Consultants, Inc.
7804 Pan American Freeway NE, Suite 4
Albuquerque, NM 87109

**RE: Proposal for Professional Engineering Services
Las Cruces International Airport
Las Cruces, NM
Argus Proposal No. 1200092**

Dear Mr. Ploeger,

We appreciate the opportunity to provide this proposal for professional engineering services for the design and construction observation for the rehabilitation of the fuel farm at Las Cruces International Airport. It is understood that the airport wishes to install two new 12,000 gallon aboveground fuel storage tanks, one Jet-A and one Avgas. Both tanks shall be equipped with truck unloading and loading equipment, associated piping, and the required containment. We have completed a number of these projects recently for TXDOT and have developed the General Aviation Fueling Standards for TXDOT which we propose to use as the basis of design for this project. This standard includes two 200 gpm unloading/loading/recirculation skids, a 12,000 gallon aboveground Avgas tank, and a 12,000 gallon aboveground Jet-A tank. The standards will be site adapted to the facility.

SCOPE OF THE PROJECT

We understand the airport is interested in removing the existing fuel storage tanks and installing a new aboveground fuel storage facility. The new facility will be constructed in an area immediately adjacent to the existing fuel storage tanks. Once the new facility is operational, the existing facility will be demolished.

SCOPE OF SERVICES

This proposal is based on the project execution occurring in two phases. Phase 1 is the Design Phase and Phase 2 is the Construction Phase. It is understood the Design Phase will be completed as a lump sum contract and the Construction Phase will be completed as a time and materials with a not to exceed amount. I have provided an itemized list of services and the fee for each for your review and incorporation into your fee proposal to the City.

Design Phase

After written notice to proceed with the Preliminary Engineering Letter Report Phase, Argus will:

1. Participate in a Pre-design Tele-conference with the Delta Airport Consultants and other interested parties to review available data and to clarify and define schedules and requirements of the Project. Participate in a total of three project review meetings, one on site and two via teleconference.

Mr. David C. Ploeger
October 31, 2012
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2. The new facility will include a 12,000 gallon Jet-A and 12,000 gallon Avgas tank. Each tank will be provided with a separate unloading/loading/recirculation skid that is used to unload the transport delivery and to load the refueler trucks. The system will have recirculation capability as well. Assist in determining the proper location and requirements of the new tanks and associated equipment and containment.
3. The new systems will be located in an area immediately adjacent to the existing fuel tanks. Access to the site will remain unchanged from the existing tanks. As this facility will include bulk loading, a new containment pad will be required with a spill containment basin and potential oil water separator.
4. The tanks will be piped, aboveground to the respective unloading/loading/recirculation skid which includes a pump, filter/separator, and static relaxation chamber, meter, and loading control valve. This skid will be used to off load transport delivery trucks, to circulate fuel within the system to filter the fuel if desired, and to load refuelers.
5. The tanks will be installed on a concrete foundation sloped 2.5% to allow removal of water from the tank. Provisions will be made for two additional future tanks.
6. Provide electrical power to the new facility. It is anticipated that new electrical service will be required at the facility. As such, the design will include providing new electrical service from the utility company. The new loads will be calculated and the utility will be contacted regarding the availability of power. Power will be routed from the service location identified by the utility company to a new meter set on the new electrical rack. This rack will include the Emergency Fuel Shut Off (EFSO) system, the tank level gauge console, and the electrical service to the tanks and skids. It is assumed the electrical service connection will be within the existing fenced area or along the service drive.
7. A new EFSO system will be provided that will tie in to the pump start/stop relays and sound an audible alarm when activated.
8. Evaluate the existing lighting and if necessary, design additional lighting in the tank area in addition to the lighting incorporated into the canopies on the skids.
9. Design all erosion and sediment control and storm water management required for the bid documents.
10. It is assumed that no fire protection is required at the facility and hence, fire protection design is not included.
11. Design the demolition plan for the removal of two existing aboveground tanks, one 10,000 gallon Avgas and one 20,000 gallon Jet-A tank.
12. A survey of the site will be completed by Delta Airport Consultants to provide an accurate representation of the facility location as well as collection of the elevational data. The one-call utility locate shall be notified and any utilities located within the project area shall be

Mr. David C. Ploeger
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surveyed as well. The survey shall be performed and the data converted for use in Autocadd. All visual utilities and surface features within the project area shall be surveyed.

13. The technical specifications will be prepared and will cover all equipment and materials required for this project. All front end documents including the general conditions, special conditions, contract, bid forms, etc. will be prepared by Delta Airport Consultants.
14. Furnish opinion of probable total project costs based on the Drawings and Specifications.
15. Make revisions to the Design Documents as may be required after review by the client. Engineer shall furnish client with two copies of all revised Drawings and Specifications.
16. Review and respond to Contractor's questions during the bidding phase.
17. The Engineer shall furnish two copies of the draft design documents for review. Drawings, specifications and contract documents will be prepared in conformance with standards provided by the Agent. The following represents the proposed drawing and specification list:

Drawing List

- a. Cover Sheet
- b. Existing Site Plan – plan developed from site survey showing limits of existing equipment, site access, and utilities
- c. New Site Plan/Grading Plan/Utility Plan – site plan showing the new site layout with coordinates for locating structures and pads
- d. Concrete Jointing Plan
- e. Civil Paving Details
- f. Containment Basin Details
- g. Structural Tank Foundation Details – details of the tank foundation and slabs under the tank and skids
- h. Piping and Instrument Diagram –Avgas System
- i. Piping and Instrument Diagram – Jet-A System
- j. Mechanical Layout Site Plan – Locate tanks, piping, and skids
- k. Jet-A Storage Tank Details – plan and elevation of tank showing nozzle sizes and locations and the platform and ladder dimensions
- l. Avgas Storage Tank Details – plan and elevation of tank showing nozzle sizes and locations and the platform and ladder dimensions
- m. Jet-A Unloading/Loading/Recirculation Skid Details
- n. Avgas Unloading/Loading/Recirculation Skid Details
- o. Oil Water Separator Details (if required)
- p. Hazardous Area Plan – plan showing the NEC hazardous area classifications
- q. Electrical Site Plan/Lighting Plan – Plan view showing general equipment layout and grounding plan
- r. Electrical Details – electrical rack details, one line diagram and grounding details
- s. Electrical Panel Schedule, Cable and Conduit Schedules

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Specification List

- a. Section 02300 – Site Preparation and Earthwork
- b. Section 03300 – Cast in Place Concrete for Structures
- c. Section 09971 – Fuel System Coatings
- d. Section 13203 – Aboveground Jet-A Fuel Storage Tank
- e. Section 13204 – Aboveground Avgas Fuel Storage Tank
- f. Section 13973 – Jet-A Unloading/Loading/Recirculation Skid
- g. Section 13974 – Avgas Unloading/Loading/Recirculation Skid
- h. Section 13981 - Oil Water Separator
- i. Section 15231 – Fuel System General Provisions
- j. Section 15951 – Fuel System Installation and Testing
- k. Section 16000 – Fuel System General Electrical
- l. Section 16985 – Fuel System Controls

Construction Phase

After written authorization to proceed with the Construction Phase, Engineer shall:

1. Schedule, prepare for, and participate via teleconference, a preconstruction conference between the Owner, Engineer, Contractor and other agencies to discuss all aspects fo the project. Prepare and distribute meeting minutes.
2. Review all compliance submittals for conformance to plans and specifications.
3. Conduct two (2) site visits to observe the construction and discuss progress with the Owner, Contractor, Engineer and other agencies. Prepare and distribute site visit reports.
4. Conduct a final inspection of the project at the completion of construction to confirm all systems are functioning as required.
5. Assist the airport in updating the fuel farm Operations and Maintenance Plan.

DELIVERABLES

The following deliverable will be made:

Design Phase

1. Two copies of the draft design documents for review, specifications and drawings at the 50% and 100% stage
2. Opinion of Probable Cost
3. One copy of the Issued for Construction documents, drawings and specifications, following owner's 100% review

Construction Phase

1. Preconstruction conference meeting minutes.
2. Copy of approved compliance submittals.
3. Site inspection reports including final punchlist.

ASSUMPTIONS

The following assumptions have been made with respect to preparation of this proposal:

Mr. David C. Ploeger
 October 31, 2012
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1. Electronic survey will be provided by Delta Airport Consultants.
2. All permitting will be the responsibility of the successful contractor.
3. The design does not include any utility relocation.
4. No potable water will be required nor will fire protection.
5. The design of the Jet-A and Avgas tanks and associated skids will be based upon the Argus standards.
6. Since the construction area is anticipated to be less than one acre, a SW3P plan is not required and has not been included in the scope of work along with the NOI and NOT submission to New Mexico Environment Department. The Erosion Control Plan with details and supporting documents will be prepared.

FEE FOR SERVICES

Based upon the scope, services and schedule items previously stated, the following represents our fee for these professional services.

- A. To accomplish the two phases of this project, Argus will provide the professional design services stated over an approximate 3 month period. Assuming an NTP in November 2012, all work will be performed in 2012 and 2013. The construction phase services are anticipated to be completed in 2013.
- B. To accomplish this assignment, Argus will provide all labor and expenses for the Phase 1 - Design Phase on a lump sum basis. Phase 2 - Construction Phase Services will be completed on a time and materials basis with a guaranteed maximum fee.
- C. The following presents a breakdown of our lump sum fee by phases of the project.

Phase 1 - Detailed Engineering Design	\$44,598.50
Phase 2 - Construction Phase Services	\$38,365.50

We are prepared to commit our experienced technical resources to your project upon your notification of award. Should you have any questions, please contact me at 816-463-1238. We look forward to working with you on this project. Thanks again for the opportunity to provide our proposal for this work.

Sincerely,



Dan Frank
 Project Manager

ATTACHMENT "TO 12-3"

FEE SCHEDULE

2013 FEE SCHEDULE

Delta Airport Consultants, Inc.

Date: May 24, 2012

Item	2013
Work Hours Billing Rates (with overhead)	
Principal	\$207
Project Manager/Registered Professional	\$170
Design Professional (Engineer/Planner)	\$109
Project Production/Administration	\$82
Field Representative	\$78
Direct Nonsalary Expenses	
Automobile (per mile)	Federal Gov. guidelines
Aircraft (per mile)	Federal Gov. guidelines
Per Diem - Resident Project Rep	Federal Gov. guidelines
Long term - meals & lodging (per cal day)	
Airline, Rental Car, Charter, etc.	Direct
Printing	Direct
Bid 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 3% annually.
2. Billing rates based on estimated 2013 salaries (i.e.: 2012 salaries plus 3% inflation).
3. Work hour rates include labor overhead, general & administrative overhead per FAA AC 150/5100-14D, paragraph 4-9

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google

