

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11Ordinance/Resolution# 13-14-312For Meeting of _____
(Ordinance First Reading Date)For Meeting of November 4, 2013
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AWARDING THE BID TO KEAR CIVIL CORPORATION OF PHOENIX, AZ FOR BASE BID, PLUS ALTERNATE ONE, IN THE AMOUNT OF \$906,346.00, PLUS \$68,600.00 FOR NEW MEXICO GROSS RECEIPTS TAX AND APPROVE TASK ORDER NO. ONE FOR CONSTRUCTION MANAGEMENT SERVICES TO DELTA AIRPORT CONSULTANTS, INC. OF ALBUQUERQUE, NM IN THE AMOUNT OF \$94,637.00, NEW MEXICO GROSS RECEIPTS TAX INCLUDED, FOR A TOTAL PROJECT AWARD OF \$1,069,583.00 FOR THE REHABILITATION OF THE FUEL FARM FACILITY AT THE LAS CRUCES INTERNATIONAL AIRPORT; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$537,291.00 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION DIVISION AND TO APPROVE A BUDGET ADJUSTMENT TO THE FY 2013-2014 APPROVED BUDGET.

PURPOSE(S) OF ACTION:

To award contracts for construction and construction management, accept a grant, and adjust the FY 2013-2014 budget.

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.

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

(Continue on additional sheets as required)

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 current regulations, etc.) and must be brought into compliance or risk losing certification as an eligible fuel storage facility.

The City Manager authorized staff to apply for a New Mexico Department of Transportation – Aviation Division (NMDOT) grant for the rehabilitation of the fuel farm facility at the Las Cruces International Airport. For the FY 2013-2014 budget process, staff projected a grant amount of \$500,000.00. On September 23, 2013, the City was notified of a grant award in the amount of \$537,291.00 from NMDOT, which is 50% of all allowable costs for the project. The project will be funded as follows: \$537,291.00 (50%) from the NMDOT and \$537,292.00 (50%) from the City.

The fuel farm rehabilitation project was advertised for a base bid with one alternate on July 12, 2013 with the difference being the type and standard of the above-ground fuel storage tank. Two bids were received. The bids were reviewed by the Purchasing Section and Delta Airport Consultants, Inc.; both bids were found to be compliant with specifications. Airport and Las Cruces Fire Department staff reviewed the bids and recommended that City Council award the base bid plus alternate one as this option provides for a greater safety standard for the type of above-ground fuel storage tank.

The engineer's estimate was \$851,000.00 for the base bid plus alternate one. The responsible, responsive base bid plus alternate one from Kear Civil Corporation of Phoenix, Arizona was \$906,346.00 and is approximately 6.5% above the engineer's estimate. The total project award also includes owner administrative costs of \$5,000.00, which may be used for costs incurred by the City such as independent fee estimates, legal fees, etc., that are eligible for reimbursement under the NMDOT grant. Delta Airport Consultants, Inc., the airport's on-call engineer, submitted a task order to perform the construction management services in the amount of \$94,637.00, which includes New Mexico Gross Receipts Tax.

It is hereby recommended to City Council that the base bid plus alternate one for the rehabilitation of the fuel farm facility at the Las Cruces International Airport be awarded to Kear Civil Corporation of Phoenix, Arizona in the amount of \$906,346.00 plus \$68,600.00 for NM Gross Receipts Tax and that Task Order No. One be awarded to Delta Airport Consultants, Inc. in the amount of \$94,637.00 (inclusive of NM Gross Receipts Tax) for a total project award of \$1,069,583.00.

City Council authorization is required to accept the grant award in the amount of \$537,291.00 and to adjust the budget for the difference in the actual grant amount that was received as well as a budget adjustment to transfer \$120,000.00 from the West Mesa Industrial Park Fund (4504) Fuel Farm Phase 1 to Airport Operations Fund (1010) Fuel Farm Phase 2.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A1", Purchasing Manager's Request to Contract with Kear Civil Corporation.
3. Exhibit "A2", Purchasing Manager's Request to Contract with Delta Airport Consultants, Inc.
4. Exhibit "B", Contract with Kear Civil Corporation to rehabilitate the fuel farm facility.
5. Exhibit "C", Task Order No. One with Delta Airport Consultants, Inc. for construction phase services for the rehabilitation of the fuel farm facility.
6. Exhibit "D", New Mexico Department of Transportation Aviation Division Grant.
7. Exhibit "E", Fiscal Year 2013-2014 Fund Summary Budget Adjustments.
8. Attachment "A", Bid Tabulation.
9. Attachment "B", Project Cost Summary.
10. Attachment "C", Map of fuel farm facility.

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 checked="" 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 checked="" type="checkbox"/> Funds will be deposited into this fund: <u>4300 Airport Improvement</u> in the amount of <u>\$537,291.00</u> for <u>FY14</u> .
	No	<input type="checkbox"/> There is no new revenue generated by this action.

(Continue on additional sheets as required)

BUDGET NARRATIVE

The rehabilitation of the fuel farm facility has a total estimated expenditure of \$1,074,583.00 to be funded from Airport Improvement Fund (4300) and Airport Operations Fund (1010). The NMDOT grant in the amount of \$537,291.00 is budgeted in Airport Improvement Fund (4300) and the City's grant match of \$537,292.00 is budgeted in Airport Operations Fund (1010).

The Resolution will authorize the following budget adjustment for FY 2013-2014:

- Transfer of \$120,000.00 from the West Mesa Industrial Park Fund (4504) Fuel Farm Phase 1 project (438003020-851200-70B16) to Airport Operations Fund (1010) Fuel Farm Phase 2 project (10323020-851200-70B18). This transaction will zero out 4504-43803020-851200-70B16 and increase the capital outlay budget authority in 1010-10323020-851200-70B18.
- The Airport Improvement Fund (4300) will be adjusted by \$37,291.00 to reflect the actual amount of the NMDOT grant award.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
1010 (Airport Operations)	10323020-851200-70B18	\$537,292.00	\$537,292.00*	\$0	N/A
4300 (Airport Improvement)	43803020-851200-70B18	\$537,291.00	\$537,291.00*	\$0	N/A
*PENDING BUDGET RESOLUTION APPROVAL					

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize the award of the bid to Kear Civil Corporation of Phoenix, AZ for base bid plus alternate one in the amount of \$906,346.00 plus \$68,600.00 for NM Gross Receipts Tax as well as award Task Order No. One to Delta Airport Consultants, Inc. in the amount of \$94,637.00 (inclusive of NM Gross Receipts Tax) for construction management services for the rehabilitation of the fuel farm facility at the Las Cruces International Airport; accept a New Mexico Department of Transportation (NMDOT) Aviation Division grant in the amount of \$537,291.00; and adjust the FY 2013-2014 adopted budget.
2. Vote "No"; this will not authorize the award of a contract to Kear Civil Corporation and Delta Airport Consultants, Inc. nor will it allow for the acceptance of the NMDOT grant. This will cause a significant delay in the project as well as deem the fuel farm facility as non-compliant with NMED regulations which may result in the closure of the fuel farm facility.
3. Vote to "Amend" the Resolution as deemed appropriate.

(Continue on additional sheets as required)

4. Vote to "Table"; this could delay the contract award to both Kear Civil Corporation and Delta Airport Consultants, Inc.

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. 12-168
2. Resolution No. 12-13-391
3. Resolution No. 12-13-441

(Continue on additional sheets as required)

RESOLUTION NO. 13-14-312

A RESOLUTION AWARDDING THE BID TO KEAR CIVIL CORPORATION OF PHOENIX, AZ FOR BASE BID, PLUS ALTERNATE ONE, IN THE AMOUNT OF \$906,346.00, PLUS \$68,600.00 FOR NEW MEXICO GROSS RECEIPTS TAX AND APPROVE TASK ORDER NO. ONE FOR CONSTRUCTION MANAGEMENT SERVICES TO DELTA AIRPORT CONSULTANTS, INC. OF ALBUQUERQUE, NM IN THE AMOUNT OF \$94,637.00, NEW MEXICO GROSS RECEIPTS TAX INCLUDED, FOR A TOTAL PROJECT AWARD OF \$1,069,583.00 FOR THE REHABILITATION OF THE FUEL FARM FACILITY AT THE LAS CRUCES INTERNATIONAL AIRPORT; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$537,291.00 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION DIVISION AND TO APPROVE A BUDGET ADJUSTMENT TO THE FY 2013-2014 APPROVED BUDGET.

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 facility which is used for the storage and dispensing of aviation fuel and that the capability to provide aviation fuel is vital to the continued economic viability of the airport; and

WHEREAS, the fuel farm is out of compliance with New Mexico Environment Department Regulations pursuant to NMAC 20.5.4 as of July 1, 2013; and

WHEREAS, the City has applied for a grant from the New Mexico Department of Transportation (NMDOT) Aviation Division in the amount of \$537,291.00 to fund the construction phase of the project; and

WHEREAS, staff recommends acceptance of the grant in the amount of \$537,291.00 from the NMDOT Aviation Division and the adjustment of the FY 2013-2014 adopted budget; and

WHEREAS, the City solicited bids from contractors for the rehabilitation of the fuel farm facility and two bids were received and opened by Purchasing staff on August 6, 2013; and

WHEREAS, the bids have been reviewed and staff recommends the award of a contract to rehabilitate the fuel farm facility to Kear Civil Corporation of Phoenix, AZ in the amount of \$906,346.00 plus \$68,600.00 for NM Gross Receipts Tax; and

WHEREAS, staff recommends award of Task Order No. One, contract for construction phase services to the airport's on-call architectural and engineering firm, Delta Airport Consultants, Inc. of Albuquerque, NM in the amount of \$94,637.00 (NM Gross Receipts Tax included); and

WHEREAS, Fund 4504 (West Mesa Industrial Park) has \$120,000.00 budgeted for the rehabilitation of the fuel farm facility and staff recommends that the budget authority be transferred to Fund 1010 (Airport Operations) as Fund 1010 contains the grant match funds for the construction project.

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

(I)

THAT the bid award for the rehabilitation of the fuel farm facility at the Las Cruces International Airport is hereby awarded to Kear Civil Corporation of Phoenix, AZ for the base bid plus alternate one in the amount of \$906,346.00 plus \$68,600.00 for NM Gross Receipts Tax.

(II)

THAT the Purchasing Manager is authorized to contract with Kear Civil Corporation of Phoenix, AZ as outlined in Exhibit "A1", Purchasing Manager's Request to Contract Form, attached hereto and made part of this Resolution.

(III)

THAT the contract, attached hereto as Exhibit "B", with Kear Civil Corporation of Phoenix, AZ for the rehabilitation of the fuel farm facility is hereby awarded and made part of this Resolution.

(IV)

THAT the contract for construction management services for the rehabilitation of the fuel farm facility, attached hereto as Exhibit "C", Task Order No. One, is hereby awarded to Delta Airport Consultants, Inc. of Albuquerque, NM in the amount of \$94,637.00 (NM Gross Receipts Tax included).

(V)

THAT the Purchasing Manager is authorized to contract with Delta Airport Consultants, Inc. of Albuquerque, NM as outlined in Exhibit "A2", Purchasing Manager's Request to Contract Form, attached hereto and made part of this Resolution.

(VI)

THAT the acceptance of a NMDOT Aviation Division grant in the amount of \$537,291.00 is hereby approved, attached hereto as Exhibit "D" and made a part of this Resolution.

(VII)

THAT the FY 2013-2014 adopted budget is adjusted as shown in Exhibit "E", FY 2013-2014 Fund Summary Budget Adjustments, attached hereto and made a part of this Resolution.

(VIII)

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

DONE AND APPROVED this _____ day of _____, 2013.

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: November 4, 2013

Resolution No.: 13-14-312

Contract Purchase For Construct Fuel Farm, Las Cruces International Airport

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

RFP SOLICITATION INFORMATION:

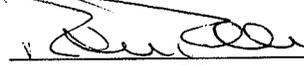
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|----|-------------------------------|---|
| 1. | RFP No./ Due Date: | RFP No. 13-14-312 / August 6, 2013 |
| 2. | Description: | Construct Fuel Farm
Las Cruces International Airport |
| 3. | Using Department: | Transportation/Airport |
| 4. | Number of Reponses Solicited: | One-hundred-twelve (112) |
| 5. | Number of Responses Accepted: | Two (2) |
| 6. | Award Recommendation To: | KEAR Civil Corporation
of Phoenix, AZ |
| 7. | Total Award Amount: | \$974,946.00 |
| 8. | Contract Duration: | Fifty (50) calendar days |

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No		LCMC §24-100 not applicable to this solicitation
	Yes	X	Made A Difference To Awards(s)
			X Made No Difference To Bid Award(s)

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 24-92**.


Purchasing Manager

/ 10 | 22 | 13
Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	TBD
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CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: November 4, 2013

Resolution No. 13-14-312

**Existing Contract Purchase For
Task Order No. 1: A/E Construction Phase Services – Airport Fuel Farm**

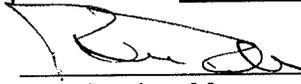
The Las Cruces City Council is provided the following information concerning this request:

BID/RFP SOLICITATION INFORMATION:

- 1. Original Bid/RFP & Due Date: **RFP #12-13-441/ May 24, 2013**
- 2. Description of Bid/RFP: **Airport Architectural, Planning and Engineering Services**
- 3. Number of Original Responses Accepted: **Six (6)**
- 4. Existing Contract Expiration Date: **August 4, 2014**
- 5. Last Contract Renewal by Council: **Resolution No. 12-13-441/ August 5, 2013**
- 6. Using Department: **Transportation**
- 7. Current Award Recommendation To: **Delta Airport Consultants, Inc.**
- 8. Total Award Amount (includes tax and contingency) **\$94,637.00**
- 9. Contract Duration: **Until Project Completion**

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

11/04/13

 Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	TBD
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CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between City of Las Cruces (Owner) and _____, (Contractor).

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his/her proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good, firm, substantial, and workmanlike manner, the work specified in strict conformity with the Drawings, and the Specifications hereinafter set forth. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, for Fuel Farm Construction.

The Contractor shall commence the work with adequate force and equipment on a date to be specified in a written order of the Owner and shall complete the work by _____, 2014. The Contractor shall fully guarantee his/her workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period. As a condition of final acceptance, the Contractor shall have executed, and submit to the Owner, the "Warranty of Construction" and the "Lien and Claims Release" forms that have been attached to this contract document.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages and not as a penalty, the amount of one thousand dollars (\$1,000.00) per calendar day for each and every part of a day thereafter that said work remains substantially incomplete.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished and done by the Contractor (\$ _____) plus tax, based on the quantities completed in an acceptable manner, which sum shall be paid in the manner and terms specified in the Contract Documents, but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner to the payment of such just claim. Items of work called out in the plans or specifications, that are not specifically listed in the bid form, shall be considered as incidental to a listed bid item(s), or to the project as a whole.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Owner shall

deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall at its expense, within five days after the receipt of notice from the Owner so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

In the event that it should become necessary, any question or controversy regarding formation, construction, interpretation, validity, and enforcement of this Agreement, and the rights or obligations of the signatory parties hereto, shall be resolved only by lawfully instituted proceedings in the Circuit Court of the County of Dona Ana, New Mexico, and the substantive law of the State of New Mexico or federal law, where applicable, shall govern resolution of any such question or controversy. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KEAR CIVIL CORPORATION:

Contractor Date

ATTEST:

CITY OF LAS CRUCES:

Owner Date

Approved As To Form

By: _____
Owner's Attorney

TASK ORDER NO. ONE (1)

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Rehabilitate Fuel Farm

DELTA PROJECT NO: 12080

DATE OF ISSUANCE: September 25, 2013

ATTACHMENTS

"1-1" Fee Summary

"1-2" Fee Schedule

METHOD OF PAYMENT: Construction Administration: Unit Price + Fixed Fee

TASK ORDER AMOUNT: \$ 94,637

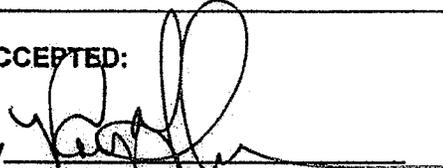
CONTRACT TIME: DAYS TO COMPLETE THIS TASK ORDER

Construction Phase Services – 180 Calendar Days

PROJECT DESCRIPTION: Provide construction administration services, inspection services, and quality assurance services for the rehabilitation of the fuel farm at the Las Cruces International Airport. Included in the Task Order are quality assurance testing and as-built surveys.

The original Agreement for Professional Engineering Services between the City of Las Cruces (SPONSOR) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Las Cruces International Airport dated August 5, 2013, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:

by 
Roy G. Lewis, A.A.E.
Vice President

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

APPROVED:

by _____
Robert Telles
Purchasing Manager

SPONSOR
City of Las Cruces
Purchasing Department
P.O. Box 20000
Las Cruces, NM 88004

ATTACHMENT "1-1"
FEE SUMMARY

**ATTACHMENT 1-1
FEE SUMMARY**

Construction Administration Phase Services

Project Title: Rehabilitate Fuel Farm
 Airport Name: Las Cruces International Airport
 Airport Location: Las Cruces, New Mexico

Delta Airport Consultants, Inc.

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

Date: September 25, 2013

Delta Workhour Costs - Construction Administration	
Basic Services	
Construction Administration Services (CA)	\$17,704
Subtotal:	\$17,704
Special Services	
Project Administration	\$15,286
Resident Project Representative	Not Included
Subtotal:	\$15,286
Construction Administration Budget:	
	\$32,990

Reimbursable Expenses	
Travel & Miscellaneous	\$2,000
Printing	\$500
Quality Assurance Testing (Geo-Test)	\$1,296
Construction & As-Built Surveys (Summit)	\$3,360
Construction Observation (Argus)	\$38,366
Reimbursable Expenses Budget:	
	\$45,522

Fixed Fee	
Fixed Fee	\$9,625
Subtotal:	\$9,625
Fixed Fee:	
	\$9,625

Total: \$88,137

Estimated New Mexico Gross Receipts Tax \$6,500

Budget Amount:	\$94,637
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ATTACHMENT "1-2"
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

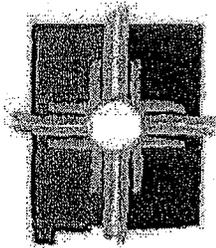
205
SPONSOR COPY

Exhibit "D"

DATE

8/12/2013

STATE GRANT AGREEMENT
FOR
AIRPORT PROJECTS



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

AVIATION DIVISION

Sponsor

The City of Las Cruces

Respond to:
NMDOT - AVIATION DIVISION
PO Box 9830
Albuquerque, NM 87119
505-244-1788 phone
505-244-1790 fax

Contract No. AVA 688

Project No. LRU-14-02

Vendor No. 54342-2

Expiration Date 9/17/2015

Purchase Order No: _____

PROJECT AGREEMENT

This Project Agreement / Application is between The City of Las Cruces, New Mexico (Sponsor) and The State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (Division) for the purpose of carrying out the provisions of Section 64-1-13, NMSA 1978 of the Aviation Act (Act) and Sections 3-39-1 et. seq., NMSA 1978 of the Municipal Airport Law

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

SECTION ONE - PURPOSE

The purpose of this Agreement / Application is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an airport or aviation project at Las Cruces International Airport

Based on the Sponsor's request, the Division has granted state funding to pay 50 % of the Sponsor's share of all allowable costs for the project.

Project Description:

Construct Fuel Farm - Alternate I

The site of development is more particularly described on the property map, attached as "Exhibit A"

Items of work, cost and source of funds as stated in "Exhibit B", of this Agreement.

FUNDING

STATE	SPONSOR	OTHER	TOTAL
\$ 537,291	\$ 537,292	\$ 	\$ 1,074,583

ROUND TO THE NEAREST DOLLAR

SECTION TWO - PROJECT FUNDING

1. The funding for this project is set forth in EXHIBIT B.
2. The maximum obligation of the State payable by the Division under this Agreement is set forth in EXHIBIT B.
3. Funding approved under this Agreement / Application shall be paid subject to the availability of funds from the the State Aviation Fund. Any unexpended portion of funds subject to this agreement shall revert to the State Aviation Fund.

SECTION THREE - SPONSOR SHALL

1. Pay all costs, perform all labor, and supply all material, except as described in EXHIBIT B of this Agreement, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
5. Be responsible for all design and pre-construction activities.
6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).
9. Notify the Division when the plans and specifications are sufficiently complete for review.
10. Make no changes in design or scope of work without documented approval of the Aviation Division.
11. Advertise for and contract for the construction of the Project.
12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.

13. The Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
14. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Agreement. The Sponsor shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
15. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, agreed to by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.

SECTION FOUR - DIVISION SHALL

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

SECTION FIVE - BOTH PARTIES AGREE

1. If upon termination of this Agreement there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
2. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
3. The expenditure of any State money is subject to approval by the Division.

4. The Local Governments Road Fund, established pursuant to Section 67-3-28.2, NMSA 1978, shall not be used to administer this project.
5. A Sponsor that has received a distribution pursuant to Section 67-3-28.2, NMSA 1978, may not use this distribution to meet its match required for this project.

SECTION SIX - DISPOSITION OF PROPERTY

1. **Disposition of Property** - Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes and must be stored at the airport.

SECTION SEVEN - REPRESENTATIONS

The Sponsor hereby represents and certifies the following by signing this Agreement:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
3. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

SECTION EIGHT - ASSURANCES

The Sponsor hereby covenants and agrees with the Division the following by signing this Agreement

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: **provided**, that the Sponsor establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport;

3. The Sponsor agrees that in its operation of the airport and all facilities. Neither it nor any person or organization occupying space on facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities connected therewith which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of Section 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor shall attach a duly executed agreement permitting public use of this land for airport purposes without limit as to time, titled "Exhibit C".
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.
9. The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

SECTION NINE - COMPLIANCE WITH LAW

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the project.

SECTION TEN - THIRD PARTY BENEFICIARY CLAUSE

This Agreement is not intended by any of the provisions of any of its parts to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

SECTION TWELVE - NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Grantee and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION THIRTEEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION FOURTEEN - REIMBURSEMENTS

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed to the Sponsor. The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Claims for reimbursement requests shall be completed on a (State) form A-1159, Request for Reimbursement.

Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Division reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

SECTION FIFTEEN - AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION SIXTEEN - TERM

The Agreement shall not take effect until executed by all of the parties hereto. This Agreement shall not exceed two (2) years. This agreement shall expire two (2) years from complete execution.

SECTION SEVENTEEN - TERMINATION

If the Sponsor fails to comply with any provision of this Agreement, the Division has the option to terminate this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this Agreement.

SECTION EIGHTEEN - MERGER

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN - SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY - AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

SECTION TWENTYONE - RATIFICATION AND ADOPTION

The Sponsor's execution of this Agreement is evidence of acceptance of the offer of state funding from the Division and ratification and adoption of the terms and conditions of this Agreement, including but not limited to all assurances, statements, representations, warranties and covenants herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND YEAR WRITTEN BELOW

Recommended by AVIATION DIVISION

New Mexico Department of Transportation

By: [Signature]
Aviation Division Director or Designee

By: [Signature]
Cabinet Secretary or Designee

Date: 8/30/13

Date: 9/17/13

SPONSOR:

Robert Garza, P.E., City Manager

PRINT NAME

By: [Signature]

Date: 8/22/13

APPROVED AS TO FORM:
[Signature]
City Attorney

Approved as to form and legal sufficiency by the NMDOT Office of General Counsel

By: [Signature]
Assistant General Counsel

Date: 9-4-13

EXHIBIT B PROJECT COSTS

GRANTEE The City of Las Cruces

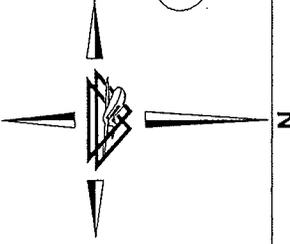
ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	Construct Fuel Farm - Alternate I	\$ 537,291	\$ 537,292		\$ 1,074,583

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

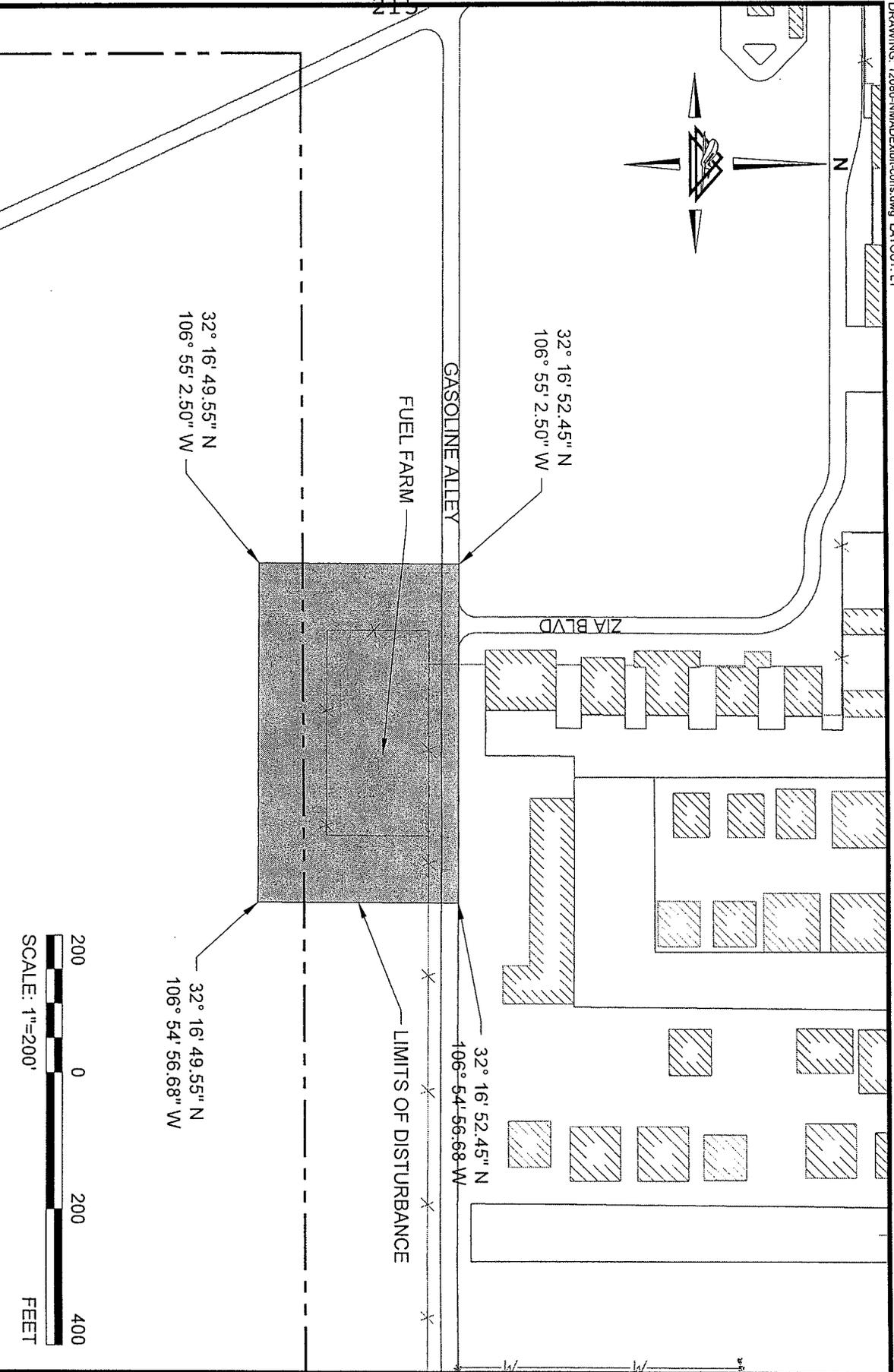
ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
		\$	\$	\$	\$

TOTALS	\$ 537,291	\$ 537,292		\$ 1,074,583
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CONSTRUCT FUEL FARM LIMITS OF DISTURBANCE
LAS CRUCES INTERNATIONAL AIRPORT

www.dellcoairport.com

DRAWN BY:

TJZ

CHECKED BY:

DCP

SCALE:

1:200

DATE:

AUGUST 2013

EXHIBIT
A

BID TABULATION

CONSTRUCT FUEL FARM
ALTERNATE I

LAS CRUCES INTERNATIONAL AIRPORT
LAS CRUCES, NEW MEXICO

CITY OF LAS CRUCES BID NO. 13-14-312
DELTA PROJECT NO. 12080

BID OPENING DATE: AUGUST 6, 2013

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	BID QUANTITY	ENGINEER'S ESTIMATE			KEAR CIVIL CORP			D & H PETROLEUM		
					UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT	
1		INSTALL FUEL FARM	EA	1	\$825,000.00	\$825,000.00		\$876,746.00	\$876,746.00		\$958,610.39	\$958,610.39	
2	SP-25	BACKFILL OF CONTAMINATED AREA	CY	150	\$20.00	\$3,000.00		\$48.00	\$7,200.00		\$87.05	\$13,057.50	
3	SP-25	CONTAMINATED SOIL EXCAVATION	CY	150	\$25.00	\$3,750.00		\$35.00	\$5,250.00		\$87.05	\$13,057.50	
4	SP-25	DISPOSAL OF CONTAMINATED SOIL	CY	150	\$75.00	\$11,250.00		\$61.00	\$9,150.00		\$58.02	\$8,703.00	
UTILITY ALLOWANCE:						\$8,000.00			\$8,000.00			\$8,000.00	
SUBTOTALS:						\$851,000.00			\$906,346.00			\$1,001,428.39	
STATE OF NM RESIDENT CONTRACTOR PREFERENCE AT 5%									\$0.00			(50,071.42)	
TOTALS:						\$851,000.00			\$906,346.00			\$951,356.97	

*Denotes extension error

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
Airport Improvement Fund 4300	Transportation		Capital Project	
	2012-13 Un-Audited Actual	2013-14 Adopted Adjustment		2013-14 Amended
RESOURCES				
Beginning Balance	\$ 62,251	11,655		11,655
Revenues				
Miscellaneous Revenues	11,655	1,682,500		1,682,500
Federal Grants	4,476,795	0		0
State Grants	171,831	628,200	37,291	665,491
Operating Transfers In	0	0		0
Total Revenues	<u>4,660,281</u>	<u>2,310,700</u>	<u>37,291</u>	<u>2,347,991</u>
TOTAL RESOURCES	<u>\$ 4,722,532</u>	<u>2,322,355</u>	<u>37,291</u>	<u>2,359,646</u>
Expenditures				
Transportation	0	1,662,500		1,662,500
70B10 - Weather Station	0	0		0
70B12 - Rehab Taxiway A Fy12	4,423,344	0		0
70B13 - Electronic Airport Layout Plan	171,263	0		0
70B16 - Airport Fuel Farm	45,215	128,200		128,200
70B17 - Nmdot State Aviation Div Maint Grnt	8,804	0		0
70B18 - Fuel Farm Phase 2	0	500,000	37,291	537,291
70C00 - Air Traffic Control Tower	0	0		0
Operating Transfers Out	0	0		0
Total Expenditures	<u>\$ 4,648,626</u>	<u>2,290,700</u>	<u>37,291</u>	<u>2,327,991</u>
Accrual Adjustments	(62,251)	0	0	0
ENDING BALANCE	<u>\$ 11,655</u>	<u>31,655</u>	<u>0</u>	<u>31,655</u>

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
Airport Operations Fund 1010	Transportation		General Funds	
	2012-13 Un-Audited Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
RESOURCES				
Beginning Balance	\$ 610,579	149,723	0	149,723
Revenues				
Charges For Services	156,165	159,665		159,665
Miscellaneous Revenues	(511)	4,200		4,200
Operating Transfers In	150,000	790,000	120,000	910,000
Total Revenues	<u>305,654</u>	<u>953,865</u>	<u>120,000</u>	<u>1,073,865</u>
TOTAL RESOURCES	<u>\$ 916,233</u>	<u>1,103,588</u>	<u>120,000</u>	<u>1,223,588</u>
Expenditures				
Transportation	580,916	528,052		528,052
70B10 - Weather Station	0	0		0
70B11 - Wildlife Hazard Assessment	0	0		0
70B12 - Rehab Taxiway A Fy12	113,415	0		0
70B13 - Electronic Airport Layout Plan	4,391	0		0
70B15 - Airfield Maintenance Supplies & Ser	0	0		0
70B16 - Airport'S Fuel Farm	45,217	3,330		3,330
70B17 - Nmdot State Aviation Div Maint Grnt	991	0		0
70B18 - Fuel Farm Phase 2	0	417,292	120,000	537,292
Operating Transfers Out	21,577	21,577		21,577
Total Expenditures	<u>\$ 766,507</u>	<u>970,251</u>	<u>120,000</u>	<u>1,090,251</u>
Accrual Adjustments	(3)	0	0	0
ENDING BALANCE	<u>\$ 149,723</u>	<u>133,337</u>	<u>0</u>	<u>133,337</u>

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE
West Mesa Industrial Park Fund 4504	Various		Capital Project
	2012-13 Un-Audited Actual	2013-14 Adopted	2013-14 Amended
		Adjustment	
RESOURCES			
Beginning Balance	\$ 1,085,479	1,239,673	1,239,673
Revenues			
Miscellaneous Revenues	162,030	427,850	427,850
Operating Transfers In	0	0	0
Total Revenues	162,030	427,850	0
TOTAL RESOURCES	\$ 1,247,509	1,667,523	0
Expenditures			
Transportation			
70B16 - Airport Fuel Farm	0	120,000	(120,000)
Public Works	7,836	430,000	430,000
Operating Transfers Out	0	0	120,000
Total Expenditures	\$ 7,836	550,000	0
Accrual Adjustments	0	0	0
ENDING BALANCE	\$ 1,239,673	1,117,523	0

Attachment "A"

BID TABULATION
 CONSTRUCT FUEL FARM
 BASE BID
 LAS CRUCES INTERNATIONAL AIRPORT
 LAS CRUCES, NEW MEXICO

CITY OF LAS CRUCES BID NO. 13-14-312
 DELTA PROJECT NO. 12080

BID OPENING DATE: AUGUST 6, 2013

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	BID QUANTITY	ENGINEERS ESTIMATE		KEAR CIVIL CORP		D & H PETROLEUM	
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1		INSTALL FUEL FARM	EA	1	\$775,000.00	\$775,000.00	\$843,223.00	\$843,223.00	\$927,199.27	\$927,199.27
2		SP-25 BACKFILL OF CONTAMINATED AREA	CY	150	\$20.00	\$3,000.00	\$48.00	\$7,200.00	\$87.05	\$13,057.50
3		SP-25 CONTAMINATED SOIL EXCAVATION	CY	150	\$25.00	\$3,750.00	\$35.00	\$5,250.00	\$87.05	\$13,057.50
4		SP-25 DISPOSAL OF CONTAMINATED SOIL	CY	150	\$75.00	\$11,250.00	\$61.00	\$9,150.00	\$58.02	\$8,703.00
UTILITY ALLOWANCE:						\$8,000.00		\$8,000.00		\$8,000.00
SUBTOTALS:						\$801,000.00		\$872,823.00		\$970,017.27
STATE OF NM RESIDENT CONTRACTOR PREFERENCE AT 5%								\$0.00		(\$48,500.86)
TOTALS						\$801,000.00		\$872,823.00		\$921,516.41

* Denotes extension error

STATE OF NM RESIDENT CONTRACTOR PREFERENCE AT 5%

PROJECT COST SUMMARY
 CONSTRUCT FUEL FARM
 BASE BID

LAS CRUCES INTERNATIONAL AIRPORT
 LAS CRUCES, NEW MEXICO

Delta Project No. NM 10078

Date: 8/12/2013

Reimbursement No.

GRANT AMOUNTS	
FAA	\$0.00
STATE	\$519,280.00
SPONSOR	\$519,280.00
TOTAL	\$1,038,560.00

Line	Classification	Budget Amount	Cost to Date	% Comp	% FAA	% State	% Spon.	FAA Budget Amount	State Budget Amount	Sponsor Budget Amount	FAA Cost to Date	State Cost to Date	Sponsor Cost to Date
a.	ADMINISTRATION												
	Owner Administration	\$5,000.00	0.00	0.0%	0%	50.0%	50.0%	0.00	2,500.00	2,500.00	0.00	0.00	0.00
	Subtotal	\$5,000.00	\$0.00	0.0%	0%	50.0%	50.0%	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00
b.	PROJECT INSPECTION FEES												
	Construction Phase Services - Delta	\$88,137.00	0.00	0.0%	0%	50.0%	50.0%	0.00	44,068.50	44,068.50	0.00	0.00	0.00
	Construction Phase Services - Delta (Taxes)	\$6,500.00	0.00	0.0%	0%	50.0%	50.0%	0.00	3,250.00	3,250.00	0.00	0.00	0.00
	Subtotal	\$94,637.00	\$0.00	0.0%	0%	50.0%	50.0%	0.00	47,318.50	47,318.50	0.00	0.00	0.00
d.	CONSTRUCTION AND PROJECT IMPROVEMENT COSTS												
	Construct Fuel Farm	\$872,823.00	0.00	0.0%	0%	50.0%	50.0%	0.00	436,411.50	436,411.50	0.00	0.00	0.00
	Construct Fuel Farm (Taxes)	\$66,100.00	0.00	0.0%	0%	50.0%	50.0%	0.00	33,050.00	33,050.00	0.00	0.00	0.00
	Subtotal	\$938,923.00	\$0.00	0.0%	0%	50.0%	50.0%	0.00	469,461.50	469,461.50	0.00	0.00	0.00
	TOTALS	\$1,038,560.00	\$0.00	0.0%				0.00	519,280.00	519,280.00	0.00	0.00	0.00

PROJECT COST SUMMARY
 CONSTRUCT FUEL FARM
 ALTERNATE - I

LAS CRUCES INTERNATIONAL AIRPORT
 LAS CRUCES, NEW MEXICO

Delta Project No. NM 10078

Date: 8/12/2013

Reimbursement No.

GRANT AMOUNTS	
FAA	\$0.00
STATE	\$537,291.00
SPONSOR	\$537,292.00
TOTAL	\$1,074,583.00

Line	Classification	Budget Amount	Cost to Date	% Comp	% FAA	% State	% Spon.	FAA		State		Sponsor		Sponsor		
								Budget Amount	Cost to Date							
a.	ADMINISTRATION Owner Administration	\$5,000.00	0.00	0.0%	0%	50.0%	50.0%	0.00	0.00	2,500.00	2,500.00	2,500.00	0.00	0.00	0.00	0.00
	Subtotal	\$5,000.00	\$0.00	0.0%	0%	50.0%	50.0%	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
b.	PROJECT INSPECTION FEES Construction Phase Services - Delta Construction Phase Services - Delta (Taxes)	\$88,137.00	0.00	0.0%	0%	50.0%	50.0%	0.00	0.00	44,068.50	44,068.50	44,068.50	0.00	0.00	0.00	0.00
	Subtotal	\$88,137.00	0.00	0.0%	0%	50.0%	50.0%	0.00	0.00	44,068.50	44,068.50	44,068.50	0.00	0.00	0.00	0.00
d.	CONSTRUCTION AND PROJECT IMPROVEMENT COSTS Construct Fuel Farm Construct Fuel Farm (Taxes)	\$906,346.00	0.00	0.0%	0%	50.0%	50.0%	0.00	0.00	453,173.00	453,173.00	453,173.00	0.00	0.00	0.00	0.00
	Subtotal	\$906,346.00	0.00	0.0%	0%	50.0%	50.0%	0.00	0.00	453,173.00	453,173.00	453,173.00	0.00	0.00	0.00	0.00
	TOTALS	\$1,074,583.00	\$0.00	0.0%	0%	50.0%	50.0%	0.00	0.00	537,291.50	537,291.50	537,291.50	0.00	0.00	0.00	0.00

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NA

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