

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/10/14
ITEM FROM FINANCE COMMITTEE MEETING OF 09/02/14

ISSUE:

13. Request for Approval of Amendment No. 4 to Professional Services Agreement – Include Task Orders #107 and #109 at the Santa Fe Municipal Airport; Molzen-Corbin & Associates, Inc. (Francey Jesson)
- A. Task Order #107 – Update Airport Master Plan
 B. Task Order #119 – Terminal Building Expansion Preliminary Design

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 4 to professional services agreement to include Task Orders #107 and #109 at the Santa Fe Municipal Airport with Molzen-Corbin & Associates, Inc. in the amount of \$423,717.86 for Airport Master Plan Update and \$44,539.82 for Terminal Building Expansion Preliminary Design for the total contract amount of \$3,712,382.71. Budget is available in Airport CIP Runway Fund.

FUNDING SOURCE: 52812.510300

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

| VOTE | FOR | AGAINST | ABSTAIN |
|-----------------------|---------|---------|---------|
| COUNCILOR TRUJILLO | X | | |
| COUNCILOR RIVERA | X | | |
| COUNCILOR LINDELL | Excused | | |
| COUNCILOR MAESTAS | X | | |
| CHAIRPERSON DOMINGUEZ | | | |

3-17-14

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, AUGUST 25, 2014**

ITEM 14

REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOLZEN-CORBIN & ASSOCIATES, INC, TO INCLUDE TASK ORDERS: 107 – UPDATE AIRPORT MASTER PLAN AND 119 – TERMINAL BUILDING EXPANSION PRELIMINARY DESIGN (FRANCEY JESSON)

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

| VOTE | FOR | AGAINST | ABSTAIN |
|-----------------------------|--------------------|----------------|----------------|
| CHAIRPERSON TRUJILLO | | | |
| COUNCILOR BUSHEE | Not present | | |
| COUNCILOR DIMAS | X | | |
| COUNCILOR DOMINGUEZ | X | | |
| COUNCILOR RIVERA | X | | |

City of Santa Fe, New Mexico

memo

DATE: August 15, 2014

TO: Public Works Committee

FROM: Francey Jesson, Airport Manager 

VIA: Jon Bulthuis, Transportation Director 

ITEM & ISSUE:

- Request approval of Amendment #4 to the Professional Services Agreement (PSA) between the City of Santa Fe and Molzen-Corbin & Associates, Inc. dated June 16, 2012.
- Request approval for Task Orders:
107R Update Airport Master Plan
119 Terminal Building Expansion Preliminary Design

BACKGROUND & SUMMARY:

The City of Santa Fe entered a PSA with Molzen-Corbin & Associates in June, 2012, for the purpose of acting as the airport consulting engineer. The original agreement term was a four year contract to be renewed each year at the option of the City. See attached Item #12-0619. In the original agreement, 17 Task Orders in-progress were carried forward from the expiring PSA with Molzen-Corbin and 11 new Task Orders were added. The Not-To-Exceed (NTE) compensation for the original contract was \$3,289,097.44.

Amendment #1 extended the contract for a second year from July 31, 2013 to July 31, 2014. Amendment #1 also increased the compensation by \$182,873.70 to \$3,471,971.14. See attached Item #13-0772.

Amendment #2, executed effective September 11, 2013, did not extend the term, but added Task Orders 114 and 115 and increased compensation by \$240,411.57 to a total current contract cost NTE \$3,712,382.71. See attached Item #13-0912.

Amendment #3 extended the contract for the third year with an effective term of August 1, 2014 to July 31, 2015. See attached.

While preparing Amendment #3, the airport conducted a thorough review and accounting on the original contract, associated task orders, and amendments. (See attached spreadsheet and tables below.) This revealed that the NTE compensation for the original contract (\$3,289,097.44) was arrived at by adding the total costs from the 17 Task Orders carried forward (\$2,051,744.59) and the 11 new Task Orders (\$1,187,352.85), plus a \$50,000 exigency. However, well over half of the costs (\$1,172,910.45) associated with the 17 carry-forward task orders had already been billed prior to the execution of the June 2012 contract. Only \$878,834.14 in billings was remaining from the expired PSA and the 17 carry forward Task Orders. Work from all 17 Task Orders carried forward is complete and has been billed under the current contract to zero balances. See Table below.

| Task Order | Description | Fee | NMGR | Total RTE | Billed during 2012 Contract | Status of TO | Amount to be Billed 2012 Contract |
|-----------------------------------------------------|-----------------------------------------------------------|---------------------|-------------------|---------------------|-----------------------------|--------------|-----------------------------------|
| Task orders carried over from 2008 contract: | | | | | | | |
| 39 | Wildlife Hazard Assessment | 103,981.91 | 7,278.73 | 111,260.64 | \$11,125.03 | Completed | \$0.00 |
| 39 | Taxway H EA | 130,410.40 | 9,128.73 | 139,539.13 | \$22,526.51 | Completed | \$0.00 |
| 41 | Runway 10-28 MIRL Design | 57,809.25 | 4,016.65 | 61,825.90 | \$18,526.66 | Completed | \$0.00 |
| 43 | Runway 2-20 Resurfacing, Design and Observation | 31,523.00 | 2,205.61 | 33,728.61 | \$0.00 | Completed | \$0.00 |
| 44 | Taxway C Bidding and Construction Administration Services | 124,160.50 | 8,691.24 | 132,851.74 | \$37,849.91 | Completed | \$0.00 |
| 45 | Taxway C Observation and Testing Services | 136,428.05 | 9,379.43 | 145,807.48 | \$298.93 | Completed | \$0.00 |
| 46 | Taxway A Bidding and Construction Administration Services | 120,260.50 | 9,048.24 | 129,308.74 | \$38,614.10 | Completed | \$0.00 |
| 47 | Taxway A Observation and Testing Services | 136,428.05 | 9,379.43 | 145,807.48 | \$1,362.26 | Completed | \$0.00 |
| 48 | Ops 34 Maintenance | 29,603.00 | 2,072.31 | 31,675.31 | \$18,194.28 | Completed | \$0.00 |
| 17R | Repairs to TW D, E, F, N, Apron and 10-28 | 30,869.21 | 2,160.90 | 33,030.11 | \$0.00 | Completed | \$0.00 |
| 22R | Taxway A Phase I Design Phase Services | 197,772.32 | 13,844.06 | 211,616.38 | \$0.00 | Completed | \$0.00 |
| 30R | Taxway C Design Phase Services | 96,948.75 | 6,786.41 | 103,735.16 | \$0.00 | Completed | \$0.00 |
| 39 | Taxway A Phase II Design | 165,544.25 | 11,588.10 | 177,132.35 | \$177,132.35 | Completed | \$0.00 |
| 50 | Taxway H Design Only | 212,071.50 | 16,245.00 | 228,316.50 | \$248,316.50 | Completed | \$0.00 |
| 51 | Sweeper Purchase | 11,714.00 | 819.98 | 12,533.98 | \$12,533.98 | Completed | \$0.00 |
| 52 | Taxway A Phase II Observation and Testing | 147,663.05 | 10,336.41 | 157,999.46 | \$106,401.53 | Completed | \$0.00 |
| 53 | Taxway A Phase II Bidding and Construction Phase | 174,340.05 | 12,203.84 | 186,543.89 | \$186,543.83 | Completed | \$0.00 |
| Total Carry Forward | | 1,916,528.52 | 135,216.07 | 2,051,744.59 | \$878,834.14 | | \$0.00 |

Of the 11 new Task Orders from the original contract, two are complete and totally billed out, one has been replaced and the cost revised, four have been pushed to federal fiscal year 2016 as low priority in agreement with FAA (therefore no federal funding for these task orders will be available), two are in progress and being billed, and two have yet to be started and therefore, have not been billed. Task Orders from Amendments #1, #2 and #3 are in progress and being billed out. Amendment #4 proposes to add Task Order 107R-Update Airport Master Plan and 119-Terminal Building Expansion Preliminary Design. See Table below.

| Task Order | Description | Fee | NMGR | Total NTE | Billed during 2012 Contract | Status of TO | Amount to be Billed 2012 Contract |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------|----------------------|-----------------------|-----------------------------|---------------------|-----------------------------------|
| New Task Orders on 2012 Contract: | | | | | | | |
| 101 Original | On Call Engineering as Required | 27,355.40 | 1,914.88 | 29,270.28 | \$0.00 | | \$29,270.28 |
| 102 Original | Airfield Maintenance | 20,655.40 | 1,445.88 | 22,101.28 | \$0.00 | | \$22,101.28 |
| 103 Original | RW 102R MIRL Bid and Constr. Admin Services | 186,169.00 | 13,031.13 | 199,200.13 | \$50,233.56 | Completed | \$0.00 |
| 104 Original | RW 102R MIRL Observation and Testing Phase Services | 113,313.15 | 7,931.92 | 121,245.07 | \$40,057.67 | Completed | \$0.00 |
| 105 Original | TW 11 Bldg and Constr. Admin Services | 186,169.00 | 13,031.83 | 199,200.83 | \$0.00 | in progress | \$199,200.83 |
| 106 Original | TW 11 Construction Observation and Testing Services | 143,313.15 | 10,031.92 | 153,345.07 | \$25,892.85 | in progress | \$127,452.22 |
| 107 Original | Planning Services | 353,608.50 | 24,736.87 | 378,345.37 | \$0.00 | Replaced by TO 107R | \$0.00 |
| 108 Original | Runway 02 R/FH Design | 17,655.40 | 1,235.88 | 18,891.28 | \$0.00 | pushed to FY 16 | \$0.00 |
| 109 Original | N Apron Crack and Surface Seal | 22,380.40 | 1,566.63 | 23,947.03 | \$0.00 | pushed to FY 16 | \$0.00 |
| 110 Original | Anti-icing Equipment Purchase Assistance | 9,690.40 | 678.33 | 10,368.73 | \$0.00 | pushed to FY 16 | \$0.00 |
| 111 Original | 33 Approach Safety Area Earthwork and Fencing Reclamation | 29,305.40 | 2,051.38 | 31,356.78 | \$0.00 | pushed to FY 16 | \$0.00 |
| 107R Amend 4 | Update Airport Master Plan | 395,998.00 | 27,719.86 | 423,717.86 | \$0.00 | to be approved | \$423,717.86 |
| 112 Amend 1 | Runway 220 MIRL Replacement Design | 95,045.00 | 6,653.15 | 101,698.15 | \$0.00 | in progress | \$101,698.15 |
| 113 Amend 1 | Prepare PFC Application | 75,865.00 | 5,310.55 | 81,175.55 | \$0.00 | in progress | \$81,175.55 |
| 114 Amend 2 | Runway 220 MIRL Replacement Observation & Testing | 147,273.57 | 10,309.15 | 157,582.72 | \$3,823.77 | in progress | \$153,758.95 |
| 115 Amend 2 | Runway 220 MIRL Replacement Bldg & Construction | 77,410.14 | 5,418.71 | 82,828.85 | \$5,798.02 | in progress | \$77,030.83 |
| 116 | Reserved | | | | | | |
| 117 | Reserved | | | | | | |
| 118 | Reserved | | | | | | |
| 119 Amend 4 | Terminal Building Expansion Prelim Design | 41,626.00 | 2,913.82 | 44,539.82 | \$44,539.82 | to be approved | \$44,539.82 |
| Total New Task Orders | | 1,589,224.41 | 111,245.02 | 1,700,469.43 | \$170,347.69 | | \$1,259,945.77 |
| Carry Forward + New Task Orders | | \$3,505,752.93 | \$246,461.09 | \$3,752,214.02 | \$1,049,181.83 | | \$1,259,945.77 |
| Total Actual Billings 2012 Contract: \$1,049,181.83 Yet to be Billed 2012 Contract: \$1,259,945.77 Total Task Orders 2012 Contract: \$2,309,127.60 | | | | | | | |
| Contract 2012 Not To Exceed Including Amendments 1 and 2: \$3,712,382.71 | | | | | | | |

Current and remaining billings for the approved and to-be-approved task orders therefore amount to \$2,309,127.60, which is \$1,403,255.11 below the NTE contract price of \$3,712,382.71. Therefore, extending the contract and approving the proposed Task Orders does not increase the total Council-authorized cost.

Funding for contracted task orders generally comes from Federal and State grants, with matching funds coming from the CIP fund and related bond issues. Payments to Molzen-Corbin will be from BU/Line Item 52812.510300 Professional Contracts. See attached BAR.

ACTION REQUESTED:

- Request approval of Amendment #4 to the Professional Services Agreement (PSA) between the City of Santa Fe and Molzen-Corbin & Associates, Inc. dated June 16, 2012.
- Request approval for Task Orders:
 107R Update Airport Master Plan - \$423,717.86
 119 Terminal Building Expansion Preliminary Design - \$44,539.82

**CITY OF SANTA FE
AMENDMENT #4 TO
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 16, 2012 (the "Agreement"), between the City of Santa Fe (the "Owner") and Molzen-Corbin & Associates, Inc., (the "Engineer"). The date of this Amendment shall be the date when it is executed by the City and the Contractor.

RECITALS:

A. The City of Santa Fe entered a Professional Services Agreement ("PSA") with Molzen-Corbin & Associates in June, 2012, for the purpose of acting as the airport consulting engineer. The original agreement term was a four year contract to be renewed each year at the option of the Owner. In the original agreement, 17 Task Orders in-progress were carried forward from the expiring PSA with Molzen-Corbin and 11 new Task Orders were added. The Not-To-Exceed (NTE) compensation for the original contract was \$3,289,097.44.

B. Amendment #1 extended the contract for a second year from July 31, 2013 to July 31, 2014. Amendment #1 also increased the compensation by \$182,873.70 to \$3,471,971.14

C. Amendment #2, executed effective September 11, 2013, did not extend the term, but added Task Orders 114 and 115 and increased compensation by \$240,411.57 to a total current contract cost NTE \$3,712,382.71.

D. Amendment #3 to the PSA extended the contract for the third year with an effective term of August 1, 2014 to July 31, 2015.

E. Amendment #4 adds the Task Orders summarized in Paragraph 1 of this Amendment.

F. Pursuant to Article 18 of the Agreement, for good and valuable consideration, receipt and sufficiency of which are acknowledged by the parties, the City and the Engineer agree as follows:

1. ENGINEER'S COMPENSATION

Article 3, Summary of Engineer's Task Orders are described in Exhibit "B-1" attached hereto and incorporated. The following Task Orders are hereby added:

Task Order Number 107R, Update Airport Master Plan is added as follows:

| | |
|-----------------|--------------|
| Subtotal | \$395,998.00 |
| NMGRT at 7.000% | \$27,719.86 |
| Total | \$423,717.86 |

Task Order Number 119, Preliminary Design for Terminal Expansion is added as follows:

| | |
|-----------------|-------------|
| Subtotal | \$41,626.00 |
| NMGRT at 7.000% | \$2,913.82 |
| Total | \$44,539.82 |

TOTAL: \$468,257.68

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 to the City of Santa Fe Professional Services Agreement effective this ___ day of ___, 2014.

CITY OF SANTA FE:

ENGINEER:
MOLZEN-CORBIN &
ASSOCIATES

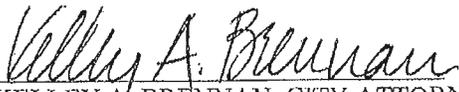
JAVIER M. GONZALES, MAYOR

NAME & TITLE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA, ASSISTANT FINANCE DIRECTOR



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Molzen-Corbin & Associated

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$3,289,097.44

Termination Date: July 31, 2013

Approved by Council Date: July 11, 2012

or by City Manager Date: _____

Contract is for: Engineering services required by FAA for airport

Amendment # 4 to the Original Contract# 12-0619

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: N/A

Approved by Council Date: TBD

or by City Manager Date: _____

Amendment is for: Add Task Orders 107R, 119. No increase in term. No increase in compensation

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 3,289,097.44 of original Contract# 12-0619 Termination Date: 07/31/2013

Reason: Engineering services required by FAA for Airport

Amount \$ 3,471,971.14 amendment # 1 Termination Date: 07/31/2014

Reason: second year of four year contract

Amount \$ 240,411.57 amendment # 2 Termination Date: 07/31/2014

Reason: add task orders and compensation. No extension in term

Amount \$ 0.00 amendment # 3 Termination Date: 07/31/2015

Reason: third year of four year contract. Term extension only.

Total of Original Contract plus all amendments: \$ 3,712,382.71



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 12/21/P Date: April 27, 2012

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** third year of four year contract
example: (First year of 4 year contract)

7 **Funding Source:** varies by project **BU/Line Item:** assigned by Finance

8 **Any out-of-the ordinary or unusual issues or concerns:**
None. Standard contract.
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Francey Jesson

Phone # _____ -2901

10 **Certificate of Insurance attached.** (If original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

History of Contract Amendments (Continued) Contract #12-0619 Molzen Corbin & Associated

Amount \$3,289,097.44 of original Contract # 12-0619 Termination Date: 07/31/2013
Reason: Engineering services required by FAA for Airport

Amount \$3,471,971.14 amendment # 1 Termination Date: 07/31/2014
Reason: second year of four year contract

Amount \$240,411.57 amendment # 2 Termination Date: 07/31/2014
Reason: add task orders and compensation. No extension in term.

Amount \$0.00 amendment # 3 Termination Date: 07/31/2015
Reason: third year of four year contract. Term extension only.

Amount \$0.00 amendment # 4 Termination Date: 07/31/2015
Reason: Add Task Orders 107R, 119. No increase in term. No increase in compensation

Total of Original Contract plus all amendments: \$3,712,382.71

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED July 16, 2012.**

TASK ORDER NO. 107R

TASK TITLE: Airport Master Plan

The Owner directs the Engineer/Architect to provide services as described below:
Prepare airport master plan for the SAF airport. Including aerial mapping for eALP standards.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 360 days after receipt of written notice to proceed from City.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate).

Manhour & Fee Estimate:

| | | | |
|------------------------------|-----|---------------------|-----------|
| Senior Professional Engineer | 122 | Hrs. \$ 160.00/hr = | 19,520.00 |
| Engineer Intern I | 32 | Hrs. \$ 95.00/hr = | 3,040.00 |
| Design Technician | 24 | Hrs. \$ 95.00/hr = | 2,280.00 |
| Administrative Aide II | 20 | Hrs. \$ 50.00/hr = | 1,000.00 |
| Administrative Support | 40 | Hrs. \$ 65.00/hr = | 2,600.00 |

Subconsultants and Other Reimbursable Expenses:

| | |
|---------------------------------|------------|
| In House Copies 1,000 @ 0.11 | 110.00 |
| In House Large Copies 40 @ 3.00 | 120.00 |
| Mileage 1,800 @ 0.560 | 1,008.00 |
| Lodging | 100.00 |
| Meals | 300.00 |
| Postage | 20.00 |
| Supplies | 100.00 |
| Coffman Associates | 288,000.00 |
| BHI Aerial Mapping | 77,800.00 |

| | |
|-----------------------------------|----------------------|
| SUBTOTAL | 395,998.00 |
| NMGRT @ <u>7.0000</u> % | 27,719.86 |
| ESTIMATED TASK ORDER TOTAL | \$ 423,717.86 |

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by
CITY OF SANTA FE

[Signature]
7/2/14

Date _____ Date _____ Date _____

| | | | |
|------------------------|---------|----------|----------------|
| Aviation Department | Project | P.O. No. | Account Number |
|------------------------|---------|----------|----------------|

For Client Use Only

Exhibit A
SCOPE OF SERVICES

SANTA FE MUNICIPAL AIRPORT
MASTER PLAN

INTRODUCTION

This Airport Master Plan Scope of Services has been prepared to provide an element and task description of the study efforts to conduct an airport master plan for the Santa Fe Municipal Airport, owned and operated by the City of Santa Fe, New Mexico. The objective of the airport master planning effort is to provide City of Santa Fe (Sponsor) officials with proper guidance for future airport development. The airport master plan will be prepared under guidelines established by the Federal Aviation Administration (FAA) and the New Mexico Department of Transportation (NMDOT) – Aviation Division. Coordination between the City of Santa Fe, NMDOT, the FAA, and the consultant team will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding both the short and long term (20-year) airport development. The Consultant (Molzen-Corbin in association with Coffman Associates) will provide the services outlined below. Specific issues to be addressed include but are not limited to the following:

- To examine the projected aviation demand and identify the facilities necessary to accommodate the demand.
- To determine projected needs of airport users for the next 20 years by which to support airport development alternatives.
- To recommend improvements that will enhance the airport's safety and capability to serve the community's aviation needs.
- To establish a schedule of development priorities and a program for the improvements proposed by this master planning effort.
- To prepare and prioritize a new airport capital improvement program.
- To prepare an updated Airport Layout Plans (ALP) for the airport in accordance with FAA and NMDOT Guidelines.
- To develop active and productive public involvement throughout the planning process.

ELEMENT 1 - INITIATION

Task 1.1 - Study Design

Description: Detailed descriptions of each item of work required for completion of the Airport Master Plan for the Santa Fe Municipal Airport will be prepared. Guidelines provided by the City of Santa Fe and those drawn from the FAA and NMDOT will be integrated into the scope of work. Initial and final draft copies of the work program will be prepared and delivered to the City of Santa Fe for comments. The final product of this task will be a scope of services which will be attached

and made a part of the project contract documents. Charts of the project workflow/schedule will also be included.

Each task to be performed will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and the cost per person-day based on the billing classifications of the planning professionals assigned. Expenses for materials, reproduction and printing, and miscellaneous study-related costs will also be estimated. When estimated person-days have been established, it will provide input to the development of a project schedule identifying allowable timeframes for major phases of the study. This schedule will also identify milestones for deliverables of each element to be submitted for review. A task-by-task itemization of project person-days and costs, with a final project time schedule in graph form, will be attached to all copies of the final work scope.

Responsibilities:

Consultant: Organize and review the work scope and cost estimates with the Sponsor.

Sponsor: Review and approve the work scope and cost estimates.

Product: A work scope and cost estimate that becomes the basis for the airport master plan.

Task 1.2 - Establish Master Plan Advisory Committee

Description: Potential members will be identified and asked to serve on a Master Plan Advisory Committee (MPAC) for the master plan. The MPAC will be composed of a) representatives of local, regional, state, or federal agencies; b) airport users and tenants; c) local community representatives; and d) the local business community. The MPAC, which is a non-voting body, will advise the Sponsor and Consultant on the content and recommendations of the Master Plan study through meetings and review of working papers. The MPAC shall not exceed (20) members.

The MPAC will provide input and comment to the Consultant during the preparation of the master plan through meetings and review of working papers. Workbooks will be provided to the MPAC for use during the study. A standard three-ring notebook will be used with a format designed to allow working papers to be inserted as the study progresses.

Responsibilities:

Consultant: Assist Sponsor in selection of MPAC members, design project cover and set up project workbooks.

Sponsor: Extend invitations to potential committee members.

Product: A Master Plan Advisory Committee which will meet during the course of the Master Plan Study, along with up to 30 MPAC Workbooks to keep working papers study information.

ELEMENT 2 - INVENTORY

The purpose of this Study Element is to assemble and organize relevant information, data and mapping to be used throughout the study in support of various analyses. In addition, this element will maximize the use of existing information and will prepare new data and documentation only when existing information is unavailable, incomplete or outdated. Specific attention will be paid to airport development and other changes that have occurred since the completion of the last master plan.

Task 2.1 - Inventory Airfield Facilities

Description: Perform an inventory of the physical facilities associated with the airfield at Santa Fe Municipal Airport (i.e., runway, taxiway, ramp and apron pavement structures, marking, lighting and navigational aids). This inventory will include a collection and examination of record drawings and documents, interviews with airport management and maintenance staff, and limited on-site investigation of the airfield facilities to determine condition.

Responsibilities:

Consultant: Perform on-site inspection of facilities and collect information.

Sponsor: Assist Consultant with collection of data and coordinate interviews as necessary.

Product: Airport facilities inventory.

Task 2.2 - Inventory Landside Physical Facilities

Description: Perform an inventory of non-airfield physical facilities and land uses which presently exist within the boundaries of the airport. The inventory will include a review of plans and documents as well as inspection of the facilities to determine type and size, condition, adequacy, and use. The physical facilities inventory will include the following relevant items as a minimum:

Terminal Complex - Passenger and cargo (including latest terminal expansion plans).

Operations Area - Maintenance, ARFF, FBO areas and Fueling.

Hangar Area - T-hangars, conventional hangars, etc.

Access and Parking - Off-airport access and international roadway system, auto parking locations and spaces.

Ancillary Facilities - Aviation-related industry and business facilities, as well as individual non-aviation related land uses.

Responsibilities:

Consultant: Perform on-site inspection of landside physical facilities.

Sponsor: Assist Consultant with collection of data and coordinate interviews as necessary.

Product: Landside facilities inventory to be used in later analysis.

Task 2.3 - Inventory Aircraft Activity

Description: Perform inventories of available information pertaining to aviation activity at Santa Fe Municipal Airport. The assembled data will include, as available:

- a) Historical operations including air carrier, air taxi, general aviation, and military (annual: 20 years; monthly: 5 years; hourly: peak month operations).
- b) Local and itinerant operational splits.
- c) Historical airline passenger enplanements (annual: 20 years; monthly: 5 years; hourly: peak month operations).
- d) Based aircraft, by n-number and type, as available.

Responsibilities:

Consultant: Assemble data.

Sponsor: Assist Consultant in obtaining available airport records.

Product: Aircraft activity inventory for input to subsequent tasks.

Task 2.4 - Inventory Airspace, ATC, and Regional Airports

Description: Review and perform inventories of airspace and air traffic procedures and operations at Santa Fe Municipal Airport. Conduct interviews with airport officials, FAA representatives, pilots, and others as necessary or appropriate to develop a complete description of aircraft operations and airspace at the airport. Basic inventory items will include:

- a) Airways and air traffic patterns.
- b) Noise abatement procedures.
- c) Approach and departure procedures.
- d) Airspace conflicts and obstructions.
- e) Military airspace
- d) National Parks/Wilderness Areas

Identify and describe existing public airport facilities within a 30-nautical mile radius of the Santa Fe Municipal Airport. Basic inventory items will include at a minimum:

- a) Runway lengths and widths.
- b) Instrument approach procedures.
- c) Airline service.
- d) General aviation services.
- e) Total based aircraft, annual operations, and annual enplaned airline passengers.

Responsibilities:

Consultant: Assemble data.

Sponsor: Assist in arranging interviews as necessary.

Product: Inventory of airspace and air traffic control at and around Santa Fe Municipal Airport for input into later analysis.

Task 2.5 - Inventory Socioeconomic Data

Description: Obtain statistical data on historical and forecast socioeconomic factors for the Santa Fe area. These factors will include employment, income, and population with emphasis placed upon identification of specific socioeconomic characteristics and growth patterns of the region. At a minimum, state, county, and community data will be obtained from the University of New Mexico Bureau of Business and Economic Research (BBER).

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: Inventory of area socioeconomic data for input to later analysis.

Task 2.6 - Inventory Vicinity Land Use and Control

Description: Review the existing land use mapping, recent aerial photography, comprehensive plans, general plans, specific plans, aviation easements, and other documentation pertaining to land use and land use management in the vicinity of the airport.

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: Inventory of vicinity land use for input to later analysis.

Task 2.7 - Obtain Updated Aerial Photography and Topographic/Planimetric Mapping

Description: Digital color aerial photography and topographic/planimetric mapping of the airports and surrounding environs will be flown and develop for use in the master plan and ALP development. Top of structure heights will also be obtained for all buildings on-airport, as well as any that may be in a runway protection zone (RPZ) currently extending off airport property. An 18B survey or eALP/AGIS is not considered a part of this task. An optional eALP/AGIS element is provided at the end of this Scope of Services.

Responsibilities:

Consultant: Obtain aerial photography.

Sponsor: Review coverage area prior to flights.

Product: Updated photography and mapping.

Task 2.8 - Obtain Tabulated Wind Data

Description: The Consultant will obtain the most current ten years of wind data for Santa Fe Municipal Airport for which records are maintained by the National Oceanic and Atmospheric Administration, National Climatic Center. This data will be utilized in preparing an updated wind rose for the airport.

Responsibilities:

Consultant: Obtain 36-point wind data from NOAA.

Sponsor: Review wind data on Airport Layout Plan Drawing.

Product: Updated wind rose.

Task 2.9 - Prepare Inventory Working Paper

Description: Assemble summarized data, information, and mapping from work efforts associated with the inventory tasks, and organize these findings into a working paper which will describe existing conditions. Up to thirty (30) copies of the working paper will be provided for review and comment.

Responsibilities:

Consultant: Develop narrative and graphics for the working paper. Responsible for distribution of the working paper to the MPAC members.

Sponsor: Review. Coordinate with the Consultant as necessary.

Product: Thirty (30) copies of the working paper for the master plan covering the items outlined in the Inventory element. This working paper will become a chapter in the final report.

ELEMENT 3 - FORECASTS

This study element is intended to determine an estimate of future levels of air traffic by quantity and by characteristics that will identify the demand to be planned for at the airports and in the surrounding airport environs area. The work tasks to be carried out as part of the element include the following.

Task 3.1 - Review Regional Aviation and Socioeconomic Forecasts

Description: Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. Organize historical and forecast socioeconomic data into relevant categories for comparison with related aviation statistics. Similarly review the forecasts and assumptions of the aviation forecasts prepared by NMDOT - Aviation Division for the *State Aviation System Plan* and by FAA for its *Terminal Area Forecasts*. The forecasts prepared by the previous master planning effort for the airport will also be reviewed and analyzed.

Responsibilities:

Consultant: Analysis of statistics and socioeconomic forecasts.

Sponsor: Review.

Product: Historical and forecast socioeconomic statistics.

Task 3.2 - Prepare Commercial Service Forecasts

Description: Develop commercial service demand forecasts for Santa Fe Municipal Airport using mathematical approaches, and taking into consideration forecasts from other sources such as the FAA and NMDOT. The passenger enplanement forecasts will take into account the air service potential of the region. Historical passenger and operations data will be organized to evaluate fleet mix and peaking characteristics. Recent orders for new aircraft placed with manufacturers will be reviewed for fleet mix and operations forecasts. This will result in estimates of commercial demand for periods ending in 2020, 2025 and 2035 which will be presented as:

- Annual enplaned passenger volumes
- Annual commercial service aircraft operations.

- Peak hour enplanements and operations.
- Commercial service aircraft mix

Responsibilities:

Consultant: Prepare commercial service forecasts.

Sponsor: Review forecast.

Product: New commercial service forecast.

Task 3.3 - Prepare General Aviation, Military, and Air Cargo Forecasts

Description: Develop general aviation, military, and air cargo demand forecasts using simple graphical approaches and more complex methodologies, taking into consideration forecasts from other sources such as the FAA and NMDOT. Historical general aviation, military, and air cargo activity statistics for the airport will be organized to evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national general aviation transportation statistics, local socioeconomic factors, and independent airport data. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology in general aviation and air cargo, and re-alignments in the military, to result in estimates of aviation demand for 2020, 2025, and 2035. These will be presented as:

- Based aircraft totals and mix
- Annual general aviation operations (local vs. itinerant)
- Tons of enplaned air cargo
- Annual air cargo operations and fleet mix
- Annual military operations (local vs. itinerant)
- Peak hour operations
- Annual instrument approaches (AIA's)
- Critical aircraft

Responsibilities:

Consultant: Prepare general aviation, military, and air cargo forecasts.

Sponsor: Review forecast.

Product: New forecasts.

Task 3.4 - Prepare Forecasts Working Paper

Description: The findings of the forecast effort will be presented in a working paper. Thirty (30) copies will be prepared for distribution. At the end of this task the new forecasts will be submitted to FAA for approval. If the five-year forecasts vary more than 10 percent from the FAA TAF data, or if the ten-year forecasts vary more than 15 percent from the FAA TAF data, a letter will be prepared by the Consultant and forwarded to FAA Southwest Region New Mexico-Louisiana Airports District Office, explaining any differences and requesting approval of the forecasts.

Responsibilities:

Consultant: Prepare narrative and graphics, print copies, and distribute to committee, upon review submit forecasts to FAA for review and approval.

Sponsor: Review.

Product: Working paper summarizing forecasting analysis, and FAA forecast approval.

ELEMENT 4 - FACILITY REQUIREMENTS

The purpose of this study element is to convert basic capacity needs into types and quantities of actual physical facilities required to meet forecast demands in aviation activity, and to identify short-term corrective strategies for problems that demand immediate attention.

Task 4.1 - Establish Physical Planning Criteria

Description: Identify physical planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands at the airport. These criteria shall be based upon the latest FAA requirements and standards outlined in FAA Advisory Circular 150/15300-13A, Airport Design as they apply to the, the level of activity identified, new technology, and the role of the airport. These criteria shall include dimensional standards for safety, including runway/taxiway safety areas, runway protection zones, and other general physical planning requirements. A table listing all deviations from current design standards will be prepared. Any recommended changes to an airport's design standards will be supported by specific written justification.

Responsibilities:

Consultant: Identify dimensional design standards and possible deviations.

Sponsor: Review assumptions.

Product: Physical planning criteria.

Task 4.2 - Determine Airfield Capacity and Delay

Description: Using appropriate airfield capacity/delay techniques provided in FAA Advisory Circular 5060-5, "Airport Capacity and Delay", estimate current and future levels of airfield capacity and delay. These analyses will be prepared for the existing airfield orientation. The analysis will be based upon the aviation demand forecasts and will involve the investigation of management and operational procedures in order to optimize the use of the total airside.

Responsibilities:

Consultant: Prepare inputs and calculate airfield capacity and delay.

Sponsor: Review.

Product: Airfield capacity is annual and hourly outputs, and estimate of annual delays for each planning horizon.

Task 4.3 - Determine Airfield Requirements

Description: Using the results of the demand/capacity studies (Task 4.2), as well as relevant information from other tasks, determine and prepare a preliminary list of facility requirements needed to meet projected demands for existing, short, intermediate, and long range planning horizons. These facility requirements will be used in the later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Facility requirements to meet aviation demands for the airfield will include (but not be limited to):

- Runways, taxiways, and aprons
- Lighting and marking
- Navigational aids
- Airport Traffic Control Tower

The facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the airport. In subsequent tasks, the above facility requirements will be translated into alternative plans for further evaluation in relation to established planning criteria. Because facility requirements are a function of airport concept possibilities (particularly in staging), these later analyses will be performed in coordination with other factors and may undergo several modifications.

Responsibilities:

Consultant: Identify airfield requirements.

Sponsor: Review.

Product: Airfield requirements for the planning horizons.

Task 4.4 - Determine Airline Terminal and Parking Requirements

Description: Utilizing aviation industry standards and FAA criteria identify and analyze the basic passenger terminal requirements at Santa Fe Municipal Airport for each planning horizon. This will include an examination of the functional spatial requirements within the terminal as well as gates and apron requirements. Similarly requirements for public, rental car and employee parking will be determined based upon the activity forecasts and compared to that which is currently available.

Responsibilities:

Consultant: Identify terminal and parking requirements.

Sponsor: Provide input and review assumptions.

Product: Planning horizon requirements for terminal and auto parking.

Task 4.5 - Determine General Aviation and Air Cargo Requirements

Description: Identify physical planning criteria for evaluating the adequacy of various facilities to meet general aviation and air cargo forecast demands. Apply state and federal requirements and standards to compare the capacity of existing facilities with the projected demand. Prepare a preliminary list of general aviation and air cargo requirements for Santa Fe Municipal Airport including:

- Aircraft parking apron
- Aircraft storage hangars
- Fixed base operator (FBO) facilities
- Air cargo facilities (if any)
- General aviation parking facilities

Responsibilities:

Consultant: Assess general aviation and air cargo requirements.

Sponsor: Review.

Product: General aviation and air cargo requirements.

Task 4.6 - Determine Support Requirements

Description: Using information provided by existing studies and aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. Requirements for facilities such as aircraft fueling, ARFF, airport maintenance, and potential revenue support facilities will be developed under this task.

Responsibilities:

Consultant: Assess fueling, ARFF, maintenance, and potential revenue support requirements.

Sponsor: Review.

Product: Support requirements.

Task 4.7 - Prepare Facility Requirements Working Paper

Description: Organize demand-capacity analyses and facility requirements work efforts, and prepare a working paper in narrative and graphical form. Thirty (30) copies of the working paper will be prepared for distribution.

Responsibilities:

Consultant: Prepare narrative and graphics, print copies, and distribute to committee.

Sponsor: Review.

Product: Working paper summarizing facility needs evaluations.

ELEMENT 5 - AIRPORT ALTERNATIVES

Using the facility requirements determined under the previous element, alternative development for Santa Fe Municipal Airport will be identified. These scenarios should take into account the airfield, general aviation area, revenue support area and terminal area safety and capacity needs established under the facility requirements element.

Task 5.1 - Identify Airfield Alternatives

Description: Based upon the updated facility requirements, identify airfield development alternatives. This alternative review will consider all runway and taxiway development during the planning period and either confirm previous planning efforts or recommend changes. This task will be conducted simultaneously with following tasks and result in a series of overall development

options for the airport. Each alternative will be analyzed from the standpoint of safety, functional efficiency, cost, environmental factors and ability to meet future needs. The “no-build” or “no-action” alternative will be considered.

Responsibilities:

Consultant: Analysis of airfield alternatives.

Sponsor: Review and input.

Product: Airfield alternatives.

Task 5.2 - Identify Airline Terminal, Parking, and Access Alternatives

Description: Based on the airline terminal facility requirements determined under the previous element, formulate preliminary airline terminal, parking and access alternatives. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options for the airport. Alternatives for the terminal building will consider operational factors, space requirements, security factors, and functional relationships.

Responsibilities:

Consultant: Identification and analysis terminal and access alternatives for both short and long term needs.

Sponsor: Review and input.

Product: Airline terminal and access alternatives.

Task 5.3 - Identify General Aviation and Air Cargo Alternatives

Description: Based on the facility requirements determined under the previous element, formulate preliminary alternatives for general aviation and air cargo landside facility alternatives. This task will be conducted simultaneously with other tasks in this element and result in a series of overall development options for the airport.

Responsibilities:

Consultant: Identification and analysis of general aviation and air cargo alternatives.

Sponsor: Review and input.

Product: General aviation and air cargo alternatives.

Task 5.4 - Identify Support Alternatives

Description: Based upon facility requirements determinations, formulate development alternatives for support facilities such as ARFF, airport maintenance, and airport traffic control facilities. Also consider options for development of other land areas for revenue support.

Responsibilities:

Consultant: Identification and analysis of airport support and land use alternatives.

Sponsor: Review and input.

Product: Airport support and land use alternatives.

Task 5.5 - Prepare Alternatives Working Paper

Description: A working paper describing the various airfield and landside development alternatives will be prepared for submission to the MPAC and Sponsor for review and comment. The working paper will detail the analyses involved in the assessment of the alternatives and enable the logical and systematic evaluation of each alternative concept. Thirty (30) copies of the working paper will be prepared for distribution. FAA's master plan checklist will be updated.

Responsibilities:

Consultant: Narrative, graphics, printing, and distribution of working papers.

Sponsor: Review.

Product: Working paper summarizing airport development alternatives and preliminary master plan concept.

ELEMENT 6 – RECOMMENDED MASTER PLAN CONCEPT/CAPITAL PROGRAM

The purpose of this study element is to describe the recommended direction for the future use and development of Santa Fe Municipal Airport as well as establish a capital implementation program to taking into account funding sources and development priorities for each planning horizon.

Task 6.1 - Recommended Master Plan Concept

Description: Following input from the MPAC, FAA, NMDOT, and City of Santa Fe airport staff on the airside and landside alternatives for the Santa Fe Municipal Airport prepared in the previous element, prepare a detailed comparative evaluation and the supporting rationale to sufficiently describe the single recommended program for development and use of airport facilities. The

recommendation for the most prudent and feasible Master Plan concept will become the basis for the final refinement of development costs and scheduling.

Responsibilities:

Consultant: Complete evaluations and recommend master plan concept.

Sponsor: Review and input into recommended concept.

Product: Master plan concept.

Task 6.2 - Prepare Airport Development Schedules and Cost Estimates

Description: Based upon the previous evaluations and technical meetings, prepare a development schedule to reflect economic feasibility and operational requirements of the recommended airport concepts. Prepare airport development cost estimates to reflect the revised requirements and schedule of development.

Responsibilities:

Consultant: Refine all development items and organize them as to when they should be undertaken. Prepare development costs for each project.

Sponsor: Review and input.

Product: A schedule and cost estimates for the improvements proposed as a part of the selected master plan concepts.

Task 6.3 - Prepare Capital Improvement Program

Description: Prepare a recommended airport capital improvement program for the airport which includes estimates of the amount of funds available from federal grant-in-aid programs to determine the net amount of capital funds required by the City of Santa Fe to accomplish each proposed stage of improvements for the airport. Analyze alternative financing strategies that may be available for implementing the proposed development program. Analyze the sources and uses of all airport funds that will be required to finance designated improvements and estimate the magnitude and timing of any financing that may be required.

Responsibilities:

Consultant: Develop capital improvement program and evaluate potential funding sources.

Sponsor: Provide input and review.

Product: A recommended Capital Improvement Program with financing schedules which indicate whether the potential sources of funding will be reasonably available in the amounts and time frame required to support the CIP.

Task 6.4 - Environmental Overview

Description: The purpose of this task is to identify any potential environmental concerns that will need to be addressed prior to program implementation. This evaluation will be structured in a table format and will include an analysis of potential impacts on environmental resources as defined within FAA Order 5050.4A, *Airport Environmental Handbook*, and Order 1050.1E. Projects which may require further NEPA analysis will be identified at this time. Existing and future (20-year) airport noise contours (60, 65, 70, 75 DNL) will be prepared for the airport. The Environmental Overview is not intended to serve as a formal Environmental Assessment under the National Environmental Policy Act (NEPA).

Responsibilities:

Consultant: Prepare environmental overview

Sponsor: Review

Product: An Environmental Overview of the proposed development in the master plan.

Task 6.5 - Prepare Master Plan Concept/Capital Program Working Paper

Description: Prepare a working paper which outlines the overall airport master plan development concept and capital improvement program. Organize narrative and graphical presentations of the information in this working paper to allow for a final review and adjustment of the overall master plan concept. Up to thirty (30) copies of the working paper for the master plan will be prepared for distribution.

Responsibilities:

Consultant: Develop complete graphics and narrative for the working paper.

Sponsor: Review and provide comments.

Product: Thirty (30) copies of the working paper for the master plan covering the items outlined in the Master Plan Concept/Capital Program element.

ELEMENT 7 – AIRPORT LAYOUT PLANS

The purpose of this study element is to develop a new set of Airport Layout Plans and Drawings for Santa Fe Municipal Airport. Guidelines for the preparation of an airport layout plan set as defined by the FAA Southwest Region will be followed. All plans will be produced utilizing AutoCAD software and can be utilized by the City of Santa Fe in carrying out implementation. The AutoCAD drawings will be a deliverable item to the Airport at the completion of this project. In addition to submitting the Airport Layout Drawing to the FAA for approval, the drawings will also be submitted to NMDOT – Aviation Division for review.

Task 7.1 – Airport Layout Plan Drawing

Description: Following the recommended Airport Master Plan Concept developed under the preceding task and *FAA AC 150/5070.6B, "Airport Master Plans"*, an Airport Layout Plan Drawing for Santa Fe Municipal Airport. The ALP will reflect updated physical features, top of structure elevations (as provided by the Sponsor), location of airfield facilities (runways, taxiways, nav aids) and existing general aviation development. Development of ultimate airfield facilities including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an airport layout plan as defined by the FAA Southwest Region will be followed. The ALP drawing will follow guidance in *FAA AC 150/5070.6B, Airport Master Plans, Appendix F*.

Responsibilities:

Consultant: Update current drawings.

Sponsor: Review.

Product: Update of airport layout plan drawing, airport data sheet, and cover sheet.

Task 7.2 - Airspace and Inner Approach Surface Drawings

Description: Prepare the Santa Fe Municipal Airport Part 77 airspace and the inner portion of the approach surface drawings in accordance with *FAA AC 150/5070, Airport Master Plans, Appendix F* and the FAA Southwest Region ALP checklist. Obstruction information will be obtained from existing approach plans, the current Airport Obstruction Chart (OC), and other mapping available from the County, unless the AGIS/eALP optional tasks are undertaken. USGS base maps will be superimposed on the airspace drawing.

Responsibilities:

Consultant: Update current drawings.

Sponsor: Review.

Product: Update of airspace and inner approach surface drawings.

Task 7.3 – Terminal Area Drawing

Description: Prepare a terminal area drawing for Santa Fe Municipal Airport reflecting recommended development in the terminal area resulting from the recommendations of this study. The landside facility drawing will be updated in accordance with *FAA AC 150/5070-6B, Airport Master Plans*, Appendix F and the FAA Southwest Region ALP checklist.

Responsibilities:

Consultant: Update current drawing.

Sponsor: Review.

Product: Update of terminal area drawing.

Task 7.4 - Airport Land Use Drawing

Description: The Airport Land Use Drawing for Santa Fe Municipal Airport will be prepared in accordance with *FAA AC 150/5070-6b, Airport Master Plans*, Appendix F and the FAA Southwest Region ALP checklist. The noise contours prepared in Task 6.5 will be depicted on this drawing. Besides on-airport land uses, off-airport land uses adjacent to the airport and/or within the 65 DNL contour will be depicted as well.

Responsibilities:

Consultant: Update current drawings.

Sponsor: Review.

Product: Update of airport land use drawing.

Task 7.5 - Airport Property Map

Description: Prepare an Airport Property Map for Santa Fe Municipal Airport, which will include the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary purpose of this drawing is to provide information for analyzing the current and future aeronautical use of land acquired with Federal funds. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The

Property Map will be updated in conformance with the standards of FAA AC 150/5070-6B, *Airport Master Plans*, Appendix F and the FAA Southwest Region ALP checklist. The Sponsor will provide historical information regarding the acquisition of existing airport property and easements, as well as boundary surveys, if needed.

Responsibilities:

Consultant: Update current drawings.

Sponsor: Review.

Product: Update of airport property map drawing.

Task 7.6 – Departure Surface Drawings

Description: Prepare new departure surface drawings for the runways at Santa Fe Municipal Airport in accordance with Appendix 2 of FAA AC 150/5070-6B, Change 1. Obstruction information will be obtained from existing approach plans, the current Airport Obstruction Chart (OC), and other mapping available from the County.

Responsibilities:

Consultant: Update current drawings.

Sponsor: Review.

Product: Departure surface drawings for all three runways.

ELEMENT 8 – PUBLIC COORDINATION AND FINAL DOCUMENTATION

The purpose of this element is to provide documents which depict all the findings of the study effort and to present draft information regarding the study and its recommendations to the Master Plan Advisory Committee, the public, the City of Santa Fe at key points during the process.

Task 8.1 – Master Plan Advisory Committee (PAC) Meetings

Description: Prepare graphic displays and handout materials necessary to describe the evaluations and findings of the working papers prepared for the Master Plan Study. Meet with the PAC to review working papers and to discuss study findings. Comments received during these meetings will be considered in preparing the final documents. A total of three (3) MPAC meetings are scheduled at key points in the study.

Responsibilities:

Consultant: Provide notices to the MPAC and present draft materials to MPAC.

Sponsor: Review and provide comments and analysis.

Product: Up to three (3) MPAC meetings.

Task 8.2 - Public Workshops and Project Website

Description: The phase reports prepared for during the master planning process will be presented to the general public at a series of public workshops. In addition the Consultant will host a project website that will provide the public access to information about the master planning process as well as the Phase Reports when they are available. The workshops will be held in the early evening on the same day of the corresponding MPAC meeting. Advertising for the workshops will be accomplished using press releases and newspaper advertising, and direct mailings to tenants and interested public groups in the vicinity of the Santa Fe Municipal Airport. The Consultant will provide flyers for mailings, text for press releases, and art work for advertisements. It will also place a notice on the project website ahead of each workshop. The City of Santa Fe will be responsible for advertising and mailing as well as for arranging for the workshop locations. Up to three (3) public workshops have been budgeted for the study.

Responsibilities:

Consultant: Provide public notices narrative and graphics and conduct workshop. Establish project website and post public workshop notices as well as working papers on the website.

Sponsor: Publish public notices, and provide link to master plan project website from the City website.

Product: Up to three (3) public information workshops and a master plan project website.

Task 8.3 - Master Plan Document

Description: Review comments received during the study process and incorporate them, as appropriate, into a final Master Plan document. This document shall incorporate the revisions to previous working papers prepared under earlier elements into a usable Master Planning document. Up to fifty (50) copies of the Master Plan will be provided. If a draft report is determined to be necessary for approvals, the quantity of copies can be split into two different submittals. Upon approval, eight (8) blackline copies of the Airport Layout Plan set will be submitted for signature by the City and FAA. Up to a maximum of ten (10) copies of the final Master Plan document will be provided to the Sponsor, FAA, and NMDOT on CDs in PDF file format.

Responsibilities:

Consultant: Prepare and print fifty (50) copies of the Master Plan document, and eight (8) blackline sets of the Airport Layout Plan Drawings.

Sponsor: Review and Comment.

Product: Fifty (50) Master Plan Reports and eight (8) blackline sets of the Airport Layout Plan Drawings.

Task 8.4 - Prepare Master Plan Executive Summary Brochure

Description: Prepare an executive summary brochure for the airport. The executive summary is anticipated to summarize recommendations of the master plan and the economic benefit study. The brochure will be composed of two 11 x 17-inch sheets of paper folded in the middle and printed on both sides of the paper. Review comments from client and print in suitably large volume for mass distribution. Up to 500 copies of the summary brochure will be submitted to the City for the airport.

Responsibilities:

Consultant: Prepare 500 copies of the summary brochure for the airport.

Sponsor: Review and comment prior to distribution.

Product: Summary brochure (500 copies) for the airport.

Task 8.5 -- Coordination/Approval Meetings

Description: This task provides for up to two presentations to officials of the City of Santa Fe related to the review and approval of the master plan. These meetings will be held as needed during the course of the master plan process so that the consultant can have an opportunity for detailed input and direction from the sponsor.

Responsibilities:

Consultant: Attend Coordination meetings as required.

Sponsor: Attend Coordination meetings as required.

Product: Input and direction from the Sponsor to the Consultant.

EXHIBIT B
 COST SUMMARY
 AIRPORT MASTER PLAN
 SANTA FE MUNICIPAL AIRPORT
 July 2013

| ELEMENT/TASK | PERSON DAYS (COFFMAN) | | | COFFMAN | | MOLZEN CORBIN CONSULTANTS | TASK/ELEMENT TOTAL |
|--------------------------------------------------------------------|-----------------------|----------------------|-----------------|-------------------|------------------|---------------------------|--------------------|
| | PRINCIPAL \$2,080 | PROFESSIONAL \$1,440 | TECHNICAL \$904 | LABOR | EXPENSES | | |
| | | | | | | | |
| ELEMENT 1 - INITIATION | | | | | | | |
| 1.1 Study Design | 2 | 0 | 0 | \$ 4,160 | \$ - | \$ - | \$ 4,160 |
| 1.2 Establish Planning Advisory Committee (20 Maximum) | 0 | 0 | 2 | 1,808 | 400 | - | 2,208 |
| SUBTOTAL - ELEMENT 1 | 2 | 0 | 2 | \$ 6,968 | \$ 400 | \$ - | \$ 7,368 |
| ELEMENT 2 - INVENTORY | | | | | | | |
| 2.1 Inventory Airfield Facilities | 1 | 2 | 0 | \$ 4,960 | \$ 500 | \$ - | \$ 5,460 |
| 2.2 Inventory Landside Facilities | 1 | 2 | 0 | 4,960 | 500 | - | 5,460 |
| 2.3 Inventory Air Traffic Activity | 1 | 1 | 0 | 3,520 | 500 | - | 4,020 |
| 2.4 Inventory Airspace, ATC, and Regional Airports | 0 | 1 | 0 | 1,440 | 500 | - | 1,940 |
| 2.5 Inventory Socioeconomic Data | 0 | 1 | 0 | 1,440 | 500 | - | 1,940 |
| 2.6 Inventory Vicinity Land Use and Controls | 1 | 2 | 1 | 840 | 500 | - | 1,340 |
| 2.7 Obtain Aerial Photography/Topographic/Planimetric Data | 0 | 0 | 1 | 904 | - | - | 904 |
| 2.8 Obtain Tabulated Wind Data | 0 | 0 | 1 | 904 | - | - | 904 |
| 2.9 Prepare Inventory Working Paper (30) | 1 | 3 | 2 | 8,208 | 600 | - | 8,808 |
| SUBTOTAL - ELEMENT 2 | 8 | 12 | 6 | \$ 27,176 | \$ 3,000 | \$ - | \$ 30,176 |
| ELEMENT 3 - FORECASTS | | | | | | | |
| 3.1 Review Historical Statistics and Socioeconomic Forecasts | 0 | 2 | 0 | \$ 2,880 | \$ - | \$ - | \$ 2,880 |
| 3.2 Prepare Commercial Service Forecasts | 1 | 3 | 0 | 6,400 | - | - | 6,400 |
| 3.3 Prepare General Aviation, Air Taxi, and Military Forecasts | 0 | 2 | 0 | 2,880 | - | - | 2,880 |
| 3.4 Prepare Forecast Working Paper (30) | 1 | 3 | 2 | 8,208 | 600 | - | 8,808 |
| SUBTOTAL - ELEMENT 3 | 2 | 10 | 2 | \$ 20,368 | \$ 600 | \$ - | \$ 20,968 |
| ELEMENT 4 - FACILITY REQUIREMENTS | | | | | | | |
| 4.1 Establish Airport Physical Planning Criteria | 0 | 1 | 0 | \$ 1,440 | \$ - | \$ - | \$ 1,440 |
| 4.2 Determine Airfield Capacity and Delay | 0 | 1 | 1 | 2,344 | - | - | 2,344 |
| 4.3 Determine Airfield Requirements | 0 | 2 | 0 | 2,880 | - | - | 2,880 |
| 4.4 Determine Airline Terminal and Parking Requirements | 0 | 2 | 0 | 2,880 | - | - | 2,880 |
| 4.5 Determine General Aviation and Air Cargo Facility Requirements | 0 | 1 | 0 | 1,440 | - | - | 1,440 |
| 4.6 Determine Support Requirements | 0 | 1 | 0 | 1,440 | - | - | 1,440 |
| 4.7 Prepare Facility Requirements Working Paper (30) | 1 | 2 | 2 | 8,768 | 600 | - | 9,368 |
| SUBTOTAL - ELEMENT 4 | 1 | 11 | 3 | \$ 20,632 | \$ 600 | \$ - | \$ 21,232 |
| ELEMENT 5 - AIRPORT ALTERNATIVES | | | | | | | |
| 5.1 Airfield Alternatives | 0 | 2 | 1 | \$ 3,784 | \$ - | \$ - | \$ 3,784 |
| 5.2 Airline Terminal, Parking, and Access Alternatives | 0 | 2 | 1 | 3,784 | - | - | 3,784 |
| 5.3 General Aviation Alternatives | 0 | 2 | 1 | 3,784 | - | - | 3,784 |
| 5.4 Support Alternatives | 0 | 2 | 3 | 9,112 | 600 | - | 9,712 |
| 5.5 Prepare Alternatives Working Paper (30) | 1 | 3 | 3 | 9,112 | 600 | - | 9,712 |
| SUBTOTAL - ELEMENT 5 | 1 | 11 | 7 | \$ 24,248 | \$ 600 | \$ - | \$ 24,848 |
| ELEMENT 6 - RECOMMENDED MASTER PLAN CONCEPT/CAPITAL PROGRAM | | | | | | | |
| 6.1 Recommended Master Plan Concept | 1 | 3 | 2 | \$ 8,208 | \$ - | \$ - | \$ 8,208 |
| 6.2 Prepare Airport Development Schedules and Cost Estimates | 0 | 1 | 1 | 2,344 | - | - | 2,344 |
| 6.3 Prepare Capital Improvement Program | 0 | 3 | 1 | 5,224 | - | - | 5,224 |
| 6.4 Environmental Overview | 0 | 10 | 3 | 17,112 | - | - | 17,112 |
| 6.5 Prepare Master Plan Concept/Capital Program Working Paper | 1 | 3 | 3 | 9,112 | 600 | - | 9,712 |
| SUBTOTAL - ELEMENT 6 | 2 | 20 | 10 | \$ 42,000 | \$ 600 | \$ - | \$ 42,600 |
| ELEMENT 7 - AIRPORT PLANS | | | | | | | |
| 7.1 ALP Drawing | 1 | 2 | 16 | \$ 18,520 | \$ - | \$ - | \$ 18,520 |
| 7.2 Airspace and Inner Approach Surface Drawings | 0 | 1 | 7 | 7,768 | - | - | 7,768 |
| 7.3 Terminal Area Drawing | 0 | 1 | 4 | 5,058 | - | - | 5,058 |
| 7.4 Airport Land Use Drawing | 0 | 0 | 3 | 2,712 | - | - | 2,712 |
| 7.5 Airport Property Map | 0 | 1 | 3 | 4,152 | - | - | 4,152 |
| 7.6 Prepare New Departure Surface Drawings | 0 | 0 | 6 | 6,424 | - | - | 6,424 |
| SUBTOTAL - ELEMENT 7 | 1 | 6 | 38 | \$ 43,632 | \$ - | \$ - | \$ 43,632 |
| ELEMENT 8 - PUBLIC COORDINATION AND FINAL DOCUMENTATION | | | | | | | |
| 8.1 Planning Advisory Committee (PAC) Meetings (3) | 6 | 6 | 3 | \$ 23,832 | \$ 7,500 | \$ - | \$ 31,332 |
| 8.2 Public Workshops (3) and Project Website | 3 | 3 | 6 | 15,984 | 900 | - | 16,884 |
| 8.3 Prepare Master Plan Document | 1 | 6 | 6 | 16,144 | 6,500 | - | 22,644 |
| 8.4 Prepare Summary Brochure | 1 | 1 | 3 | 6,232 | 1,500 | - | 7,732 |
| 8.5 Approval Meetings | 4 | 4 | 1 | 14,984 | 4,000 | - | 18,984 |
| SUBTOTAL - ELEMENT 8 | 15 | 20 | 19 | \$ 77,176 | \$ 20,400 | \$ - | \$ 97,576 |
| PROJECT TOTAL | 29 | 89 | 86 | \$ 261,200 | \$ 28,800 | \$ - | \$ 288,000 |

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED July 30, 2012.**

TASK ORDER NO. 119

TASK TITLE: Terminal Building Expansion Design

The Owner directs the Engineer/Architect to provide services as described below:
Preliminary Design for approximately 10,000 sf of new terminal space at SAF for passanger handling.
As funded by \$890,000 legislative appropriation.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 120 days after receipt of written notice to proceed from Airport
Manager and project to be ready for bids by 10/1/14.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the
level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | | |
|-------------------------------------|--------------|-----------------------------|------------------|
| <u>Principal Architect</u> | <u>24.5</u> | <u>Hrs. \$ 170.00 /hr =</u> | <u>4,165.00</u> |
| <u>Architectural Intern II</u> | <u>118.0</u> | <u>Hrs. \$ 95.00 /hr =</u> | <u>11,210.00</u> |
| <u>Arch. Sr. Arch Designer</u> | <u>29.0</u> | <u>Hrs. \$ 105.00 /hr =</u> | <u>3,045.00</u> |
| <u>Sr. Civil Engineer</u> | <u>14.5</u> | <u>Hrs. \$ 160.00 /hr =</u> | <u>2,320.00</u> |
| <u>Civil Eng. Int. II</u> | <u>12.0</u> | <u>Hrs. \$ 95.00 /hr =</u> | <u>1,140.00</u> |
| <u>Civil CAD Operator I</u> | <u>12.0</u> | <u>Hrs. \$ 55.00 /hr =</u> | <u>660.00</u> |
| <u>Elect. Proj. Eng.</u> | <u>28.5</u> | <u>Hrs. \$ 165.00 /hr =</u> | <u>4,702.50</u> |
| <u>Mech. Proj. Eng.</u> | <u>26.5</u> | <u>Hrs. \$ 165.00 /hr =</u> | <u>4,372.50</u> |
| <u>Elec. Eng. Design Specialist</u> | <u>40.0</u> | <u>Hrs. \$ 105.00 /hr =</u> | <u>4,200.00</u> |
| <u>Elec. Assoc. Design Tech.</u> | <u>44.0</u> | <u>Hrs. \$ 80.00 /hr =</u> | <u>3,520.00</u> |
| <u>Admin/Support</u> | <u>8.0</u> | <u>Hrs. \$ 65.00 /hr =</u> | <u>520.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|------------------------------------------------|---------------|
| <u>In House Copies 5,000 @ 0.11</u> | <u>550.00</u> |
| <u>In House Color Copies 20 @ 1.00</u> | <u>20.00</u> |
| <u>In House Color Copies 11X17 20 @ 2.00</u> | <u>40.00</u> |
| <u>In House Large Format Prints 200 @ 3.00</u> | <u>600.00</u> |
| <u>Mileage 600 @ 0.560</u> | <u>336.00</u> |
| <u>Meals</u> | <u>100.00</u> |
| <u>Postage</u> | <u>25.00</u> |
| <u>Supplies</u> | <u>100.00</u> |

| | |
|-----------------------------------|---------------------|
| SUBTOTAL | <u>41,626.00</u> |
| NMGRT @ <u>7.00</u> % | <u>2,913.82</u> |
| ESTIMATED TASK ORDER TOTAL | <u>\$ 44,539.82</u> |

Proposed by

Recommended By

Approved by CITY

ENGINEER/ARCHITECT

Date 5/7/14 *Kent Finner* Date _____ Date _____

| | | | |
|------------------------|---------|----------|----------------|
| Aviation Department | Project | P.O. No. | Account Number |
|------------------------|---------|----------|----------------|

For Client Use Only

CONTRACT AMOUNT
 Airport Terminal Expansion
 City of Santa Fe

| | | COST | CALCULATED CONTRACT AMOUNT |
|---------------------------------------------------------|------|---------------------|----------------------------|
| John Quinn Pate | | | |
| BASIC FEE (Labor) | | | \$39,855.00 |
| SUBTOTAL LABOR | | | |
| NON REIMBURSABLE - SUBCONSULTANTS (ODE's) | | Task | |
| | #N/A | #N/A | \$0.00 |
| SUBTOTAL SUBCONSULTANTS | | | \$0.00 |
| NON REIMBURSABLE (ODE's) | | Quantity | |
| | | \$0.11 | \$0.00 |
| In-House Copies | | \$1.00 | \$0.00 |
| In-House Color Copies (8 1/2 x 11) | | \$2.00 | \$0.00 |
| In-House Color Copies (11 x 17) | | \$3.00 | \$0.00 |
| In-House Large Format Prints | | \$3.00 | \$0.00 |
| In-House Large Format Plots | | \$0.06 | \$0.00 |
| Commercial Copies | | \$1.02 | \$0.00 |
| Commercial Prints | | \$1.50 | \$0.00 |
| Commercial Color Copies | | \$10.50 | \$0.00 |
| In-House or Commercial Mylars | | \$0.560 | \$0.00 |
| Mileage | | | \$0.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$0.00 |
| Meals | | | \$0.00 |
| Meals - Per Diem (per person /day) | | \$39.00 | \$0.00 |
| Photo | | | \$0.00 |
| Postage | | | \$0.00 |
| Supplies | | | \$0.00 |
| Non-Reimbursables Subtotal | | | \$0.00 |
| SUBTOTAL NON-REIMBURSABLE COSTS | | | \$0.00 |
| TOTAL BASIC FEE | | | \$39,855.00 |
| CONSTRUCTION COSTS | | | |
| FEE FROM ASCE CURVE A | | #N/A | |
| OBSERVATION FEE FROM ACEC STUDY | | #N/A | |
| REIMBURSABLE SUBCONSULTANTS | | Task | |
| | #N/A | #N/A | \$0.00 |
| Subconsultant Subtotal | | | \$0.00 |
| Mark-up (if any) | | 10% | \$0.00 |
| SUBTOTAL ADDITIONAL SERVICES | | | \$0.00 |
| REIMBURSABLES | | Quantity | |
| | | \$0.11 | \$550.00 |
| In-House Copies | | \$1.00 | \$20.00 |
| In-House Color Copies (8 1/2 x 11) | | \$2.00 | \$40.00 |
| In-House Color Copies (11 x 17) | | \$3.00 | \$90.00 |
| In-House Large Format Prints | | \$3.00 | \$0.00 |
| In-House Large Format Plots | | \$0.06 | \$0.00 |
| Commercial Copies | | \$1.02 | \$0.00 |
| Commercial Prints | | \$1.50 | \$0.00 |
| Commercial Color Copies | | \$10.50 | \$0.00 |
| In-House or Commercial Mylars | | \$0.560 | \$336.00 |
| Mileage | | | \$0.00 |
| Bidding Documents (Specs & Plans) | | | \$0.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$100.00 |
| Meals | | | \$0.00 |
| Meals - Per Diem (per person /day) | | \$46.00 | \$0.00 |
| Photo | | | \$25.00 |
| Postage | | | \$100.00 |
| Supplies/Misc. | | | \$1,771.00 |
| Reimbursables Subtotal | | | \$1,771.00 |
| Reimbursable Markup (if any) | | 0% | \$0.00 |
| SUBTOTAL REIMBURSABLES | | | \$1,771.00 |
| SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES | | | \$41,626.00 |
| NMGRT | | 7.0000% | \$2,913.82 |
| TOTAL | | INFO ONLY LC 7.5625 | \$44,539.82 |

ITEM # 12-0619

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "Owner") and **Molzen-Corbin & Associates** (the "Engineer"). The date of this Agreement shall be the date when it is executed by the Owner.

1. SCOPE OF SERVICES

The Engineer shall provide the following services for the Owner:

A. Architect/Engineer Services including the basic Architectural/Engineering and project management services normally required for airport development projects, including architectural civil, structural, mechanical, and electrical engineering.

B. The following are the projected, but not limited to, projects for the next four (4) years:

- (1) Acquire Sweeper
- (2) Taxiway A Reconstruction/Relocation Phase 2 and 3 Design and Construction
- (3) Taxiway H Design
- (4) Runway 10-28 MIRL Construction
- (5) Taxiway H Construction
- (6) Update Airport Master Plan, Noise Map, Part 150 Study, Airport Layout Plan, and SWPPP as required
- (7) Design and Installation of REIL on Runway 02
- (8) North Apron Crack and Surface Seal

- (9) Terminal Building HVAC Design and Construction
- (10) Runway 15 and 33 PAPI Design and Construction
- (11) Terminal Building Maintenance and Expansion Design and Construction
- (12) Obtain Anti-Icing equipment
- (13) Runway 33 Safety Area Earthwork and Fencing Design and Construction
- (14) Taxiway G Reconstruction Design and Construction
- (15) Terminal Area Parking Lot Design and Construction
- (16) Car Rental Offices and Car Wash Facility Design and Construction
- (17) New Maintenance Building Design and Construction
- (18) North Apron Extension Design and Construction
- (19) Runway 02-20 Reconstruction Design and Construction
- (20) Consolidated Fuel Farm Design and Construction
- (21) Implement and Operate eALP
- (22) Taxilanes Phase 3 Design and Construction
- (23) BLM Land Acquisition
- (24) East Access Road and Aviation Drive Design and Construction
- (25) Parallel Taxiway Design and Construction for Runway 15-33
- (26) SMS program implementation and operation
- (27) DBE and Small Business Program Preparation, Maintenance and Operation
- (28) Landside Lighting Design and Construction

- (29) ARFF Building Maintenance and Expansion Design and Construction
- (30) Fencing Design and Construction
- (31) Storm Drainage Design and Construction
- (32) West Side Access Road Design and Construction
- (33) New Taxilanes or Taxiways including Extensions Design and Construction
- (34) Electrical Vault Design and Modifications Design and Construction Including Removal of Old Vault
- (35) Airfield Lighting and Controls Design and Construction to include Modifications and Trouble Shooting of Existing Lighting
- (36) Runway Pavement Maintenance
- (37) Taxiway Pavement Maintenance
- (38) Parking Aprons Pavement Maintenance
- (39) Environmental Determinations, Assessments, Environmental Impact Statements and any other Required Environmental Study or Document Preparation
- (40) Wildlife Hazard Management Assessments and Plan Preparation
- (41) Wildlife Hazard Mitigation Design and Construction or Demolition as Required
- (42) Airline, ATCT and FAA Facility Impact Coordination on all Projects

- (43) State and Federal Grant Administration to include but Not Limited to Applications, Agreement Execution, Reimbursements, Certifications, Close-outs and Coordination with City of Santa Fe Finance Department on all aspects of Grants Administration including Internal and External Audits
- (44) Legislative Funding Requests and Administration
- (45) Land Acquisitions, Negotiations, Surveys, Platting, Filing and Appraisals
- (46) Construction Administration, Observation and Acceptance Testing Services for all Projects
- (47) Life Cycle Cost Analysis
- (48) Coordination with City Purchasing and Finance on Bidding and Funding and Invoicing of all Projects To Include Delphi
- (49) Equipment Purchase Specifications and Procurement Assistance
- (50) Aerial Photography Coordination and Execution
- (51) Attendance at City Meetings Related to Projects
- (52) On Call Engineering to Include Surveying as Required
- (53) Any other project mandated by the FAA such as but not limited to Guidance Sign and Markings Upgrades
- (54) Any Project Required to Maintain Part 139 Certification to Include But Not Limited to Airport Certification Manual Updates.
- (55) Any other project listed in the current or a future Airport Master

Plan

(56) Any Other Project Listed in Annual Capital Improvement Plans Submitted to and Accepted by the Federal Aviation Administration.

C. Each project will be authorized by individual Task Orders, duly signed and executed by the Owner and Engineer. Each Task Order will include the name of the task, the services to be provided, and the fees to be paid for that task. Task Orders will then be executed under the terms and conditions of this Agreement. Task Orders Number 101 through 111 will be executed with this agreement authorization. Additional Task Orders will be issued throughout the life of this contract. Task Orders still open from the Professional Services Agreement between Molzen-Corbin & Associates and the City of Santa Fe dated 06/16/08 as amended by Amendments 1 through 4 are carried forward and a listing of these open Task Orders is attached to this agreement.

D. There are two separate and distinct categories of consultant services that are utilized for projects conducted under airport grant programs. The first category involves planning services. The second involves Architectural/ Engineering (A/E) services for the design and construction administration/inspection of airport projects. These two categories of consultant services are discussed below.

(1) Aviation planning services. This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

a. Design study to establish the framework and detailed work program.

- b. Airport data collection and facility inventories.
- c. Aeronautical activity forecasts and demand/capacity analyses.
- d. Facility requirements determination.
- e. Airfield modeling for capacity and delay.
- f. Airport layout and terminal area plan development.
- g. Airport noise studies under 14 CFR parts 150 and 161.
- h. Compatible land-use planning in the vicinity of airports.
- i. Airport site selection studies.
- j. Airport development schedules and cost estimates.
- k. Airport financial planning and benefit cost analysis.
- l. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
- m. Environmental assessments (EA), environmental impact statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
- n. Airspace analysis.

(2) Architectural/engineering services for airport development projects.

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 1-E below. The basic services are usually conducted

in, but are not limited to, the four distinct and sequential phases summarized below:

a. Preliminary Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Conferring with the sponsor on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.

2. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.

3. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

b. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.

3. Preparing necessary engineering reports and recommendations.

4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.

5. Preparing construction safety plans.

Printing and providing necessary copies of engineering drawings and contract specifications.

c. Bidding and Negotiation Phase. These activities are sometimes considered part of the construction phase. They involve assisting the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

d. Construction Phase. This phase includes all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the sponsor during all phases of construction.

2. Representing the sponsor at preconstruction conferences.

3. Inspecting work in progress periodically and providing appropriate reports to the sponsor.

4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.

5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.

6. Preparing and negotiating change orders and supplemental agreements.

7. Observing or reviewing performance tests required by specifications.

8. Determining amounts owed to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.

9. Making final inspections and submitting punch-lists and a report of the completed project to the sponsor.

10. Reviewing operations and maintenance manuals.

E. Special services. The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Consultants performing special services may be employed directly by the sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract

agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

- (1) Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
- (2) Detailed mill, shop, and/or laboratory inspections of materials and equipment.
- (3) Land surveys and topographic maps.
- (4) Field and/or construction surveys.
- (5) Photogrammetry surveys.
- (6) Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
- (7) Special environmental studies and analyses.
- (8) Expert witness testimony in litigation involving specific projects.
- (9) Project feasibility studies.
- (10) Public information and community involvement surveys, studies, and activities.
- (11) Preparation of record drawings.
- (12) Assisting the sponsor in the preparation of necessary applications for local, State, and Federal grants.
- (13) Preparation of or updating of the airport layout plan.

- (14) Preparation of property maps.
- (15) Construction management.
- (16) Preparation of quality control plan.
- (17) Preparation of final report.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Engineer represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Engineer agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Owner shall pay to the Engineer in full payment for services rendered and expenses incurred in performance of these services a sum of \$3,239,097.44 (which represents the authorized amount shown on each individual project task order plus applicable gross receipts taxes) plus a \$50,000 exigency amount for a total amount not to exceed \$3,289,097.44. Task orders based on time and materials billing shall be at the rate (per hour or unit) as indicated on the approved task order form.

B. The Engineer shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the Owner of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the Owner.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Engineer. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Engineer and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Owner and terminate on July 30, 2013 unless sooner pursuant to Article 6 below.

B. This Agreement may be renewed by the Owner for three additional one year terms.

6. TERMINATION

A. This Agreement may be terminated by the Owner upon 30 days written notice to the Engineer.

(1) The Engineer shall render a final report of the services performed up to the date of termination and shall turn over to the Owner original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the Owner shall pay the Engineer for the reasonable value of services satisfactorily performed through the date Engineer receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Engineer shall be paid for services rendered and expenses incurred through the date Engineer receives notice of such termination.

7. STATUS OF ENGINEER; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Engineer and its agents and employees are independent contractors performing professional services for the Owner and are not employees of the Owner. The Engineer, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

B. Engineer shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Engineer in the performance of the services under this Agreement.

C. The Engineer shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Engineer without the prior written approval of the Owner.

9. CONFLICT OF INTEREST

The Engineer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

services required under this Agreement. Engineer further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Engineer shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Owner. The Engineer shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Owner.

11. RELEASE

The Engineer, upon acceptance of final payment of the amount due under this Agreement, releases the Owner, its officers and employees, from all liabilities, claims and obligations for payment whatsoever arising from or under this Agreement. The Engineer agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner unless the Engineer has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Engineer, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Owner, with limits of coverage in the maximum amount which the Owner could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Owner is named as an additional insured and that the Owner is notified no less than 10 days of cancellation for

any reason. The Engineer shall furnish the Owner with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

B. Engineer shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Engineer's employees throughout the term of this Agreement. Engineer shall provide the Owner with evidence of its compliance with such requirement.

C. Engineer shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Engineer shall furnish the Owner with Proof of Insurance as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Engineer shall indemnify, hold harmless and defend the Owner from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Engineer's negligent performance under this Agreement as well as the performance of Engineer's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Owner and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Engineer. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Engineer shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration, the State Auditor, the Federal Aviation Administration, and the Comptroller General of the United States or their duly authorized representatives. The Owner shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

A. Engineer shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Engineer agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment

in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Engineer shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Engineer hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Santa Fe Municipal Airport
PO Box 909
Santa Fe, NM 87504-0909

Engineer:
Molzen-Corbin & Associates
2701 Miles Road SE
Albuquerque, NM 87106

23. SPECIAL PROVISIONS AND EXHIBITS

23.1 The following exhibits are attached to and made a part of this Agreement.

23.1.1 Exhibit A, "Contractor Contractual Requirements – Title VI Assurances".

23.1.2 Exhibit B, "Duties, Responsibilities, and Limitations of the Resident Project Representative".

23.1.3 Exhibit C, Insurance Certificates.

23.1.4 Exhibit D, "Project Design and Construction Schedules".

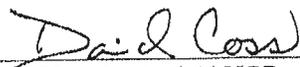
23.1.5 Exhibit E, "City of Santa Fe Living Wage Ordinance".

23.1.6 Exhibit F, "Sample Task Order".

This Agreement together with the Exhibits, Schedules, and executed Task Orders, identified above, constitute the entire Agreement between the Owner and the Engineer and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:



DAVID COSS, MAYOR

DATE: 7/16/12

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
7-11-12 CC mtg.

ENGINEER:
MOLZEN-CORBIN &
ASSOCIATES

APPROVED AS TO FORM:

By: *Chris Corbin, CEO*
(Name & Title)

DATE: 7/19/12

Justi Williams for
GENO ZAMORA, CITY ATTORNEY
6/20/12

NM Taxation & Revenue
CRS # 01305771005
City of Santa Fe Business
Registration # 42293

APPROVED:

Melville L. Morgan
DR MELVILLE L. MORGAN, DIRECTOR 7/16/12
FINANCE DEPARTMENT

BU TO BE ASSIGNED BY FINANCE
ON Project - By - Project BASIS

Exhibit A-STANDARD DOT TITLE VI ASSURANCES

The City of Santa Fe (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

CITY OF SANTA FE
(Sponsor)

By David Coss
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. THE (GRANTEE, LICENSEE, LESSEE, PERMITEE, ETC., AS APPROPRIATE) FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST, AND ASSIGNS, AS A PART OF THE CONSIDERATION HEREOF, DOES HEREBY COVENANT AND AGREE (IN THE CASE OF DEEDS AND LEASES ADD "AS A COVENANT RUNNING WITH THE LAND") THAT IN THE EVENT FACILITIES ARE CONSTRUCTED, MAINTAINED, OR OTHERWISE OPERATED ON THE SAID PROPERTY DESCRIBED IN THIS (DEED, LICENSE, LEASE, PERMIT, ETC.) FOR A PURPOSE FOR WHICH A DOT PROGRAM OR ACTIVITY IS EXTENDED OR FOR ANOTHER PURPOSE INVOLVING THE PROVISION OF SIMILAR SERVICES OR BENEFITS, THE (GRANTEE, LICENSEE, LESSEE, PERMITEE, ETC.) SHALL MAINTAIN AND OPERATE SUCH FACILITIES AND SERVICES IN COMPLIANCE WITH ALL OTHER REQUIREMENTS IMPOSED PURSUANT TO 49 CFR PART 21, NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION, AND AS SAID REGULATIONS MAY BE AMENDED.

2. THE (GRANTEE, LICENSEE, LESSEE, PERMITEE, ETC., AS APPROPRIATE) FOR HIMSELF, HIS PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST, AND ASSIGNS, AS A PART OF THE CONSIDERATION HEREOF, DOES HEREBY COVENANT AND AGREE (IN THE CASE OF DEEDS AND LEASES ADD "AS A COVENANT RUNNING WITH THE LAND") THAT: (1) NO PERSON ON THE GROUNDS OF RACE, COLOR, OR NATIONAL ORIGIN SHALL BE EXCLUDED FROM PARTICIPATION IN, DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION IN THE USE OF SAID FACILITIES, (2) THAT IN THE CONSTRUCTION OF ANY IMPROVEMENTS ON, OVER, OR UNDER SUCH LAND AND THE FURNISHING OF SERVICES THEREON, NO PERSON ON THE GROUNDS OF RACE, COLOR, OR NATIONAL ORIGIN SHALL BE EXCLUDED FROM PARTICIPATION IN, DENIED THE BENEFITS OF, OR OTHERWISE BE SUBJECTED TO DISCRIMINATION, (3) THAT THE (GRANTEE, LICENSEE, LESSEE, PERMITEE, ETC.) SHALL USE THE PREMISES IN COMPLIANCE WITH ALL OTHER REQUIREMENTS IMPOSED BY OR PURSUANT TO 49 CFR PART 21, NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION, AND AS SAID REGULATIONS MAY BE AMENDED.

This is **EXHIBIT B**, consisting of 56 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D.1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- 10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change

Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
11. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

- d. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT C

INSURANCE CERTIFICATES
EXHIBIT D

PROJECT DESIGN AND CONSTRUCTION SCHEDULES

To be completed after each task order is authorized

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

Task Orders Carried Over From Previous Agreement

The following task orders, executed by the professional services agreement between Molzen-Corbin & Associates and the City of Santa Fe, dated 06/16/08 as amended by Amendments No. One through Four, shall remain effective as a part of this Agreement for the period specified in the Agreement.

| | |
|-----|------------------------------------------------------------|
| 39 | Wildlife Hazard Assessment |
| 40 | Taxiway H EA |
| 41 | Runway 10-28 MIRL Design |
| 43 | Runway 2-20 Resurfacing Design and Observation |
| 44 | Taxiway C Bidding and Construction Administration Services |
| 45 | Taxiway C Observation and Testing Services |
| 46 | Taxiway A Bidding and Construction Administration Services |
| 47 | Taxiway A Observation and Testing Services |
| 48 | Grant 34 Maintenance |
| 17R | Repairs to TW D, E, F, N. Apron and 10-28 |
| 23R | Taxiway A Phase I Design Phase Services |
| 30R | Taxiway C Design Phase Services |
| 49 | Taxiway A Phase II Design |
| 50 | Taxiway H Design Only |
| 51 | Sweeper Purchase |
| 52 | Taxiway A Phase II Observation and Testing |
| 53 | Taxiway A Phase II Bidding and Construction Phase |

TASK ORDER FOR
 PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
 AND CITY OF SANTA FE (OWNER), DATED _____, 2012.

TASK ORDER NO. 101

TASK TITLE: On Call Engineering As Required

The Owner directs the Engineer/Architect to provide services as described below:
DBE program compliance, grants administration, SWPPP maintenance, pavement inspections,
And other services as directed by the airport manager.

The Engineer/Architect estimates the period of performance to be as follows:
 Services to be rendered within 30 days after receipt of written notice to proceed from Airport
 Manager.

The Engineer/Architect will be paid a time and materials fee as stated as based upon the following
 estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

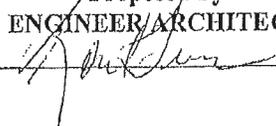
Manhour & Fee Estimate:

| | | | |
|--------------------------------------|------------|-----------------------------|-----------------|
| <u>Senior Engineer</u> | <u>50</u> | <u>Hrs. \$ 160.00 /hr =</u> | <u>8,000.00</u> |
| <u>Engineering Intern II</u> | <u>40</u> | <u>Hrs. \$ 95.00 /hr =</u> | <u>3,800.00</u> |
| <u>Engineering Design Specialist</u> | <u>10</u> | <u>Hrs. \$ 110.00 /hr =</u> | <u>1,100.00</u> |
| <u>Design Technician</u> | <u>100</u> | <u>Hrs. \$ 95.00 /hr =</u> | <u>9,500.00</u> |
| <u>CAD Operator I</u> | <u>15</u> | <u>Hrs. \$ 55.00 /hr =</u> | <u>825.00</u> |
| <u>Administrative Support</u> | <u>40</u> | <u>Hrs. \$ 65.00 /hr =</u> | <u>2,600.00</u> |
| <u>Administrative Aide</u> | <u>10</u> | <u>Hrs. \$ 50.00 /hr =</u> | <u>500.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|----------------------------------------|---------------|
| <u>In House Copies 1,000@ 0.10</u> | <u>100.00</u> |
| <u>In House Large Copies 20 @ 2.72</u> | <u>54.40</u> |
| <u>Mileage 1,200 @ 0.555</u> | <u>666.00</u> |
| <u>Meals</u> | <u>100.00</u> |
| <u>Postage</u> | <u>10.00</u> |
| <u>Supplies</u> | <u>100.00</u> |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>27,355.40</u> |
| NMGRT @ <u>7.00</u> % | <u>1,914.88</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>29,270.28</u> |

| | | |
|--------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------|
| Proposed by ENGINEER/ARCHITECT | Recommended By | Approved by CITY |
| <u></u> | _____ | <u></u> |

Date _____ Date _____ Date _____

| | | | |
|------------|---------|----------|----------------|
| | | | |
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 102

TASK TITLE: Airfield Maintenance

The Owner directs the Engineer/Architect to provide services as described below:

Pavement Marking, Surface Seal, Crack Seal and other maintenance as needed.

Grants administration, procurement from State Pricing Agreements, Assist in getting PO's, Prepare

Drawings, Safety Plans, Field observation, Coordination with ATCT, and executing payments.

The Engineer/Architect estimates the period of performance to be as follows:

Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | | |
|--------------------------------------|-----------|-----------------------------|-----------------|
| <u>Senior Engineer</u> | <u>50</u> | Hrs. \$ <u>160.00</u> /hr = | <u>8,000.00</u> |
| <u>Engineering Intern II</u> | <u>40</u> | Hrs. \$ <u>95.00</u> /hr = | <u>3,800.00</u> |
| <u>Engineering Design Specialist</u> | <u>10</u> | Hrs. \$ <u>110.00</u> /hr = | <u>1,100.00</u> |
| <u>Design Technician</u> | <u>50</u> | Hrs. \$ <u>95.00</u> /hr = | <u>9,500.00</u> |
| <u>CAD Operator I</u> | <u>15</u> | Hrs. \$ <u>55.00</u> /hr = | <u>825.00</u> |
| <u>Administrative Support</u> | <u>10</u> | Hrs. \$ <u>65.00</u> /hr = | <u>2,600.00</u> |
| <u>Administrative Aide</u> | <u>10</u> | Hrs. \$ <u>50.00</u> /hr = | <u>500.00</u> |

Subconsultants and Other Reimbursable Expenses:

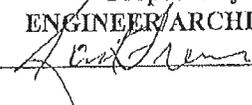
| | |
|----------------------------------------|---------------|
| <u>In House Copies 1,000 @ 0.10</u> | <u>100.00</u> |
| <u>In House Large Copies 20 @ 2.72</u> | <u>54.40</u> |
| <u>Mileage 1,200 @ 0.555</u> | <u>666.00</u> |
| <u>Meals</u> | <u>100.00</u> |
| <u>Postage</u> | <u>10.00</u> |
| <u>Supplies</u> | <u>100.00</u> |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>20,655.40</u> |
| NMGRT @ <u>7.00</u> % | <u>1,445.88</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>22,101.28</u> |

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY





Date _____ Date _____ Date _____

| | | | |
|------------------------|---------|----------|----------------|
| Aviation Department | Project | P.O. No. | Account Number |
|------------------------|---------|----------|----------------|

For Client Use Only

**TASK ORDER FOR
 PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
 AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 103

TASK TITLE: Runway 10-28 MIRL Bidding and Construction Administration Services

The Owner directs the Engineer/Architect to provide services as described below:
Bidding and Construction Administration Services for Runway 10-28 edge lighting system.

The Engineer/Architect estimates the period of performance to be as follows:
 Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:
 Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | |
|-------------------------------|----------------------------------------|-------------------|
| <u>Senior Engineer</u> | <u>932</u> Hrs. \$ <u>160.00</u> /hr = | <u>149,120.00</u> |
| <u>Engineering Intern II</u> | <u>294</u> Hrs. \$ <u>95.00</u> /hr = | <u>27,930.00</u> |
| <u>Design Technician</u> | <u>13</u> Hrs. \$ <u>95.00</u> /hr = | <u>1,235.00</u> |
| <u>Administrative Aide II</u> | <u>25</u> Hrs. \$ <u>50.00</u> /hr = | <u>1,250.00</u> |
| <u>Administrative Support</u> | <u>21</u> Hrs. \$ <u>65.00</u> /hr = | <u>1,365.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|----------------------------------------------|-----------------|
| <u>In House Copies 5,000@ 0.10</u> | <u>500.00</u> |
| <u>In House Color 8.5X11 Copies 20@ 0.90</u> | <u>18.00</u> |
| <u>In House Color 11X17 Copies 200@ 1.80</u> | <u>360.00</u> |
| <u>In House Large Copies 200 @ 2.72</u> | <u>544.00</u> |
| <u>Mileage 4,500 @ 0.555</u> | <u>2,497.50</u> |
| <u>Meals</u> | <u>300.00</u> |
| <u>Postage</u> | <u>50.00</u> |
| <u>Supplies</u> | <u>1,000.00</u> |

| | |
|-----------------------------------|-----------------------------|
| SUBTOTAL | <u>186,169.00</u> |
| NMGRT @ <u>7.00</u> % | <u>13,031.83</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>199,200.83</u> |

Proposed by
 ENGINEER/ARCHITECT

Recommended By

Approved by CITY

_____ *[Signature]* _____ *[Signature]* _____ *[Signature]*

Date _____ Date _____ Date _____

| | | | |
|------------|---------|----------|----------------|
| | | | |
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 104

TASK TITLE: Runway 10-28 MIRL Observation and Testing Services

The Owner directs the Engineer/Architect to provide services as described below:
Construction Observation and Testing Services for Runway 10-28 edge lighting system.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:
Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

Construction Observer 1,161 Hrs. \$ 80.00 /hr = 92,80

Subconsultants and Other Reimbursable Expenses:

| | |
|------------------------------------------------|------------------|
| <u>In House Copies 10,000@0.10</u> | <u>1,000.00</u> |
| <u>In House Color 8.5X11 Copies 100@0.90</u> | <u>90.00</u> |
| <u>In House Color 11X17 Copies 100 @ 1.80</u> | <u>180.00</u> |
| <u>In House Large Format Prints 100 @ 2.00</u> | <u>200.00</u> |
| <u>In House Large Copies 100 @ 2.72</u> | <u>272.00</u> |
| <u>Mileage 21,930@0.555</u> | <u>12,171.15</u> |
| <u>Meals</u> | <u>500.00</u> |
| <u>Postage</u> | <u>100.00</u> |
| <u>Supplies</u> | <u>1,000.00</u> |
| <u>Construction QA testing</u> | <u>5,000.00</u> |

| | |
|-----------------------------------|-----------------------------|
| SUBTOTAL | <u>113,313.15</u> |
| NMGRT @ <u>7.00</u> % | <u>7,931.92</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>121,245.07</u> |

| | | |
|---------------------------------------------------------|------------------------|----------------------------------------|
| Proposed by ENGINEER/ARCHITECT <i>[Signature]</i> | Recommended By | Approved by CITY <i>[Signature]</i> |
| Date <u>7/19/12</u> | Date _____ | Date <u>7-23-12</u> |

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| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 105

TASK TITLE: Taxiway H Bidding and Construction Administration Services

The Owner directs the Engineer/Architect to provide services as described below:
Construction Observation and Testing Services for Taxiway H Construction to include a new edge lighting system.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | |
|-------------------------------|----------------------------------------|-------------------|
| <u>Senior Engineer</u> | <u>932</u> Hrs. \$ <u>160.00</u> /hr = | <u>149,120.00</u> |
| <u>Engineering Intern II</u> | <u>294</u> Hrs. \$ <u>95.00</u> /hr = | <u>27,930.00</u> |
| <u>Design Technician</u> | <u>13</u> Hrs. \$ <u>95.00</u> /hr = | <u>1,235.00</u> |
| <u>Administrative Aide II</u> | <u>25</u> Hrs. \$ <u>50.00</u> /hr = | <u>1,250.00</u> |
| <u>Administrative Support</u> | <u>21</u> Hrs. \$ <u>65.00</u> /hr = | <u>1,365.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|----------------------------------------------|-----------------|
| <u>In House Copies 5,000@ 0.10</u> | <u>500.00</u> |
| <u>In House Color 8.5X11 Copies 20@ 0.90</u> | <u>18.00</u> |
| <u>In House Color 11X17 Copies 200@ 1.80</u> | <u>360.00</u> |
| <u>In House Large Copies 200 @ 2.72</u> | <u>544.00</u> |
| <u>Mileage 4,500 @ 0.555</u> | <u>2,497.50</u> |
| <u>Meals</u> | <u>300.00</u> |
| <u>Postage</u> | <u>50.00</u> |
| <u>Supplies</u> | <u>1,000.00</u> |

| | |
|-----------------------------------|-----------------------------|
| SUBTOTAL | <u>186,169.00</u> |
| NMGRT @ <u>7.00</u> % | <u>13,031.83</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>199,200.83</u> |

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY

[Signature]
7/19/12

[Signature]

Date _____ Date _____ Date _____

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| | | | |
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 106

TASK TITLE: Taxiway H Observation and Testing Services

The Owner directs the Engineer/Architect to provide services as described below:
Construction Observation and Testing Services for Taxiway H Construction.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a time and materials fee as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

Construction Observer _____ 1,161 Hrs. \$ 80.00 /hr = 92,80

Subconsultants and Other Reimbursable Expenses:

| | |
|------------------------------------------------|------------------|
| <u>In House Copies 10,000@0.10</u> | <u>1,000.00</u> |
| <u>In House Color 8.5X11 Copies 100@0.90</u> | <u>90.00</u> |
| <u>In House Color 11X17 Copies 100 @ 1.80</u> | <u>180.00</u> |
| <u>In House Large Format Prints 100 @ 2.00</u> | <u>200.00</u> |
| <u>In House Large Copies 100 @ 2.72</u> | <u>272.00</u> |
| <u>Mileage 21,930@0.555</u> | <u>12,171.15</u> |
| <u>Meals</u> | <u>500.00</u> |
| <u>Postage</u> | <u>100.00</u> |
| <u>Supplies</u> | <u>1,000.00</u> |
| <u>Construction QA testing</u> | <u>35,000.00</u> |

| | |
|-----------------------------------|-----------------------------|
| SUBTOTAL | <u>143,313.15</u> |
| NMGRT @ <u>7.00</u> % | <u>10,031.92</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>153,345.07</u> |

Proposed by
ENGINEER/ARCHITECT
[Signature]
Date 7/23/12

Recommended By

Date _____

Approved by CITY
[Signature]
Date 7-23-12

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|------------|---------|----------|----------------|
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 107

TASK TITLE: Airport Planning Services

The Owner directs the Engineer/Architect to provide services as described below:
Airport Master Plan update, SWPPP Program Update, Part 150 NEM update and other planning efforts

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | |
|-------------------------------|----------------------------------------|------------------|
| <u>Senior Engineer</u> | <u>100</u> Hrs. \$ <u>160.00</u> /hr = | <u>16,000.00</u> |
| <u>Engineering Intern II</u> | <u>50</u> Hrs. \$ <u>95.00</u> /hr = | <u>4,750.00</u> |
| <u>Design Technician</u> | <u>40</u> Hrs. \$ <u>95.00</u> /hr = | <u>3,800.00</u> |
| <u>Administrative Aide II</u> | <u>25</u> Hrs. \$ <u>50.00</u> /hr = | <u>1,250.00</u> |
| <u>Administrative Support</u> | <u>40</u> Hrs. \$ <u>65.00</u> /hr = | <u>2,600.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|----------------------------------------------|-------------------|
| <u>In House Copies 5,000@ 0.10</u> | <u>500.00</u> |
| <u>In House Color 8.5X11 Copies 20@ 0.90</u> | <u>18.00</u> |
| <u>In House Color 11X17 Copies 200@ 1.80</u> | <u>360.00</u> |
| <u>In House Large Copies 200 @ 2.72</u> | <u>544.00</u> |
| <u>Mileage 4,500 @ 0.555</u> | <u>2,497.50</u> |
| <u>Meals</u> | <u>300.00</u> |
| <u>Postage</u> | <u>50.00</u> |
| <u>Supplies</u> | <u>1,000.00</u> |
| <u>Subconsultant-Coffman Associates</u> | <u>300,000.00</u> |
| <u>Subconsultant-Gordon Environmental</u> | <u>20,000.00</u> |

| | |
|-----------------------------------|----------------------|
| SUBTOTAL | <u>353,669.50</u> |
| NMGRT @ <u>7.00</u> % | <u>24,756.87</u> |
| ESTIMATED TASK ORDER TOTAL | <u>\$ 378,426.37</u> |

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY

Date 7/29/12

Date _____

Date _____

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|------------|---------|----------|----------------|
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 108

TASK TITLE: Runway 02 Approach REIL design

The Owner directs the Engineer/Architect to provide services as described below:
Design for installation of runway end identifier lights on Runway 02..

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:
Manhours: (specify estimated manhours per position and billing rate)

| | | | |
|--------------------------------------|-----------|-----------------------------|-----------------|
| Manhour & Fee Estimate: | | | |
| <u>Senior Engineer</u> | <u>50</u> | Hrs. \$ <u>160.00</u> /hr = | <u>8,000.00</u> |
| <u>Engineering Intern II</u> | <u>40</u> | Hrs. \$ <u>95.00</u> /hr = | <u>3,800.00</u> |
| <u>Engineering Design Specialist</u> | <u>10</u> | Hrs. \$ <u>110.00</u> /hr = | <u>1,100.00</u> |
| <u>Design Technician</u> | <u>20</u> | Hrs. \$ <u>95.00</u> /hr = | <u>1,900.00</u> |
| <u>CAD Operator I</u> | <u>5</u> | Hrs. \$ <u>55.00</u> /hr = | <u>275.00</u> |
| <u>Administrative Support</u> | <u>20</u> | Hrs. \$ <u>65.00</u> /hr = | <u>1,300.00</u> |
| <u>Administrative Aide</u> | <u>5</u> | Hrs. \$ <u>50.00</u> /hr = | <u>250.00</u> |

| | |
|-------------------------------------------------|---------------|
| Subconsultants and Other Reimbursable Expenses: | |
| <u>In House Copies 1,000@0.10</u> | <u>100.00</u> |
| <u>In House Large Copies 20 @ 2.72</u> | <u>54.40</u> |
| <u>Mileage 1,200 @ 0.555</u> | <u>666.00</u> |
| <u>Meals</u> | <u>100.00</u> |
| <u>Postage</u> | <u>10.00</u> |
| <u>Supplies</u> | <u>100.00</u> |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>17,655.40</u> |
| NMGRT @ <u>7.00</u> % | <u>1,235.88</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>18,891.28</u> |

| | | |
|-----------------------------------|----------------|------------------------|
| Proposed by ENGINEER/ARCHITECT | Recommended By | Approved by CITY |
| <u><i>Karl...</i></u> | | <u><i>David...</i></u> |
| Date <u>7/19/12</u> | Date _____ | Date <u>7-23-12</u> |

| | | | |
|------------|---------|----------|----------------|
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 109

TASK TITLE: North Apron Crack and Surface Seal

The Owner directs the Engineer/Architect to provide services as described below:
Surface seal, crack seal and marking of the far north apron.
Grants administration, procurement from State Pricing Agreements, Assist in getting PO's, Prepare
Drawings, Safety Plans, Field observation, Coordination with ATCT, and executing payments.

The Engineer/Architect estimates the period of performance to be as follows:
 Services to be rendered within 30 days after receipt of written notice to proceed from Airport
 Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the
 level of effort as follows:
 Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | | | |
|--------------------------------------|-----------|-------------|------------------------|-----------------|
| <u>Senior Engineer</u> | <u>60</u> | <u>Hrs.</u> | <u>\$ 160.00 /hr =</u> | <u>9,600.00</u> |
| <u>Engineering Intern II</u> | <u>70</u> | <u>Hrs.</u> | <u>\$ 95.00 /hr =</u> | <u>6,650.00</u> |
| <u>Engineering Design Specialist</u> | <u>10</u> | <u>Hrs.</u> | <u>\$ 110.00 /hr =</u> | <u>1,100.00</u> |
| <u>Design Technician</u> | <u>20</u> | <u>Hrs.</u> | <u>\$ 95.00 /hr =</u> | <u>1,900.00</u> |
| <u>CAD Operator I</u> | <u>10</u> | <u>Hrs.</u> | <u>\$ 55.00 /hr =</u> | <u>550.00</u> |
| <u>Administrative Support</u> | <u>20</u> | <u>Hrs.</u> | <u>\$ 65.00 /hr =</u> | <u>1,300.00</u> |
| <u>Administrative Aide</u> | <u>5</u> | <u>Hrs.</u> | <u>\$ 50.00 /hr =</u> | <u>250.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|----------------------------------------|---------------|
| <u>In House Copies 1,000 @ 0.10</u> | <u>100.00</u> |
| <u>In House Large Copies 20 @ 2.72</u> | <u>54.40</u> |
| <u>Mileage 1,200 @ 0.555</u> | <u>666.00</u> |
| <u>Meals</u> | <u>100.00</u> |
| <u>Postage</u> | <u>10.00</u> |
| <u>Supplies</u> | <u>100.00</u> |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>22,380.40</u> |
| NMGRT @ <u>7.00</u> % | <u>1,566.63</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>23,947.03</u> |

| | | |
|----------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------|
| Proposed by ENGINEER/ARCHITECT <u><i>[Signature]</i></u> <u>7/19/12</u> | Recommended By <u>_____</u> | Approved by CITY <u><i>[Signature]</i></u> |
|----------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------|

Date _____ Date _____ Date _____

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|------------------------|---------|----------|----------------|
| Aviation Department | Project | P.O. No. | Account Number |
|------------------------|---------|----------|----------------|

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 110

TASK TITLE: Anti Icing Equipment Purchase

The Owner directs the Engineer/Architect to provide services as described below:
Assist in researching and acquiring anti-icing equipment for the airport.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:
Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | | |
|--------------------------------------|-----------|-----------------------------|-----------------|
| <u>Senior Engineer</u> | <u>40</u> | <u>Hrs. \$ 160.00 /hr =</u> | <u>6,400.00</u> |
| <u>Engineering Intern II</u> | <u>20</u> | <u>Hrs. \$ 95.00 /hr =</u> | <u>1,900.00</u> |
| <u>Engineering Design Specialist</u> | <u>5</u> | <u>Hrs. \$ 110.00 /hr =</u> | <u>550.00</u> |
| <u>Design Technician</u> | <u>0</u> | <u>Hrs. \$ 95.00 /hr =</u> | <u>0.00</u> |
| <u>CAD Operator I</u> | <u>0</u> | <u>Hrs. \$ 55.00 /hr =</u> | <u>0.00</u> |
| <u>Administrative Support</u> | <u>5</u> | <u>Hrs. \$ 65.00 /hr =</u> | <u>325.00</u> |
| <u>Administrative Aide</u> | <u>5</u> | <u>Hrs. \$ 50.00 /hr =</u> | <u>250.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|----------------------------------------|---------------|
| <u>In House Copies 1,000 @ 0.10</u> | <u>100.00</u> |
| <u>In House Large Copies 20 @ 2.72</u> | <u>54.40</u> |
| <u>Mileage 200 @ 0.555</u> | <u>111.00</u> |
| <u>Meals</u> | <u>0.00</u> |
| <u>Postage</u> | <u>0.00</u> |
| <u>Supplies</u> | <u>0.00</u> |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>9,690.40</u> |
| NMGRT @ <u>7.00</u> % | <u>678.33</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>10,368.73</u> |

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY

[Signature]
7/15/12

[Signature]

Date _____ Date _____ Date _____

| | | | |
|------------|---------|----------|----------------|
| | | | |
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. 111

TASK TITLE: 33 Approach Safety Area Earthwork and Fencing Relocation

The Owner directs the Engineer/Architect to provide services as described below:
Design phase services for the earthwork and fencing relocation for the 33 approach safety area.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:
Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

| | | | |
|-------------------------------|-----------|-----------------------------|------------------|
| Senior Engineer | <u>80</u> | Hrs. \$ <u>160.00</u> /hr = | <u>12,800.00</u> |
| Engineering Intern II | <u>20</u> | Hrs. \$ <u>95.00</u> /hr = | <u>1,900.00</u> |
| Engineering Design Specialist | <u>10</u> | Hrs. \$ <u>110.00</u> /hr = | <u>1,100.00</u> |
| Design Technician | <u>90</u> | Hrs. \$ <u>95.00</u> /hr = | <u>8,550.00</u> |
| CAD Operator I | <u>15</u> | Hrs. \$ <u>55.00</u> /hr = | <u>825.00</u> |
| Administrative Support | <u>40</u> | Hrs. \$ <u>65.00</u> /hr = | <u>2,600.00</u> |
| Administrative Aide | <u>10</u> | Hrs. \$ <u>50.00</u> /hr = | <u>500.00</u> |

Subconsultants and Other Reimbursable Expenses:

| | |
|---------------------------------|---------------|
| In House Copies 1,000@0.10 | <u>100.00</u> |
| In House Large Copies 20 @ 2.72 | <u>54.40</u> |
| Mileage 1,200 @ 0.555 | <u>666.00</u> |
| Meals | <u>100.00</u> |
| Postage | <u>10.00</u> |
| Supplies | <u>100.00</u> |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>29,305.40</u> |
| NMGRT @ <u>7.00</u> % | <u>2,051.38</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>31,356.78</u> |

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY

[Signature]
7/19/12

[Signature]

Date _____ Date _____ Date _____

| | | | |
|------------|---------|----------|----------------|
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

EXHIBIT E
SANTA FE LIVING WAGE ORDINANCE

**EXHIBIT F-TASK ORDER SAMPLE FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED _____, 2012.**

TASK ORDER NO. _____

TASK TITLE: _____

The Owner directs the Engineer/Architect to provide services as described below:

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within _____ days after receipt of written notice to proceed from Airport
Manager. Project shall be ready for advertisement for bids no later than _____ in anticipation of FAA
funding release.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level
of effort:

Manhours: (specify estimated manhours per position and billing rate).

Manhour & Fee Estimate:

| | |
|-------------------------------|--------------------------------|
| _____ | Hrs. \$ _____/hr = _____ |
| Professional Engineer | _____ Hrs. \$ _____/hr = _____ |
| Engineering Design Specialist | _____ Hrs. \$ _____/hr = _____ |
| Design Technician | _____ Hrs. \$ _____/hr = _____ |
| CAD Operator I | _____ Hrs. \$ _____/hr = _____ |
| Administrative Support | _____ Hrs. \$ _____/hr = _____ |
| Aide | _____ Hrs. \$ _____/hr = _____ |

Subconsultants and Other Reimbursable Expenses:

| | |
|-----------------------|-------|
| In House Copies | _____ |
| In House Large Copies | _____ |
| Mileage | _____ |
| Meals | _____ |
| Postage | _____ |
| Supplies | _____ |

SUBTOTAL _____
NMGRT @ _____ % _____
ESTIMATED TASK ORDER TOTAL \$ _____

Proposed by
ENGINEER/ARCHITECT

Recommended By

Approved by CITY

David Corbin

Date _____ Date _____ Date _____

| | | | |
|------------|---------|----------|----------------|
| Aviation | | | |
| Department | Project | P.O. No. | Account Number |

For Client Use Only

ITEM # 130772

**CITY OF SANTA FE
AMENDMENT #1 TO
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 16, 2012 (the "Agreement"), between the City of Santa Fe (the "Owner") and Molzen-Corbin & Associates, Inc., (the "Engineer"). The date of this Amendment shall be the date when it is executed by the Owner and Engineer, whichever occurs last.

RECITALS

- A. Under the terms of the Agreement, engineer has agreed to provide Engineering Services to the City.
- B. Pursuant to Article 19 of the Agreement, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Engineer agree as follows:

1. ENGINEER'S COMPENSATION

Article 3, Compensation states that the Engineer's compensation shall be as stated in the individual task orders as approved by the Engineer and the City. The following changes to the compensation are hereby made effective:

Task Order Number 112, Runway 2-20 MIRL Replacement is added as follows:

| | |
|-----------------|--------------|
| Subtotal | \$ 95,045.00 |
| NMGRT at 7.000% | \$ 6,653.15 |
| Total | \$101,698.15 |

Task Order Number 113, Passenger Facility Charges Application is added as follows:

| | |
|----------|-------------|
| Subtotal | \$75,865.00 |
|----------|-------------|

NMGRT at 7.000% \$ 5,310.55
Total \$81,175.55

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred eighty-two thousand eight hundred seventy-three dollars and seventy cents (\$182,873.70) so that Article 3, paragraph A reads in its entirety as follows:

A. The Owner shall pay to the Engineer in fully payment for services rendered and expenses incurred in performance of these services a sum of \$3,471,971.14 (which represents the authorized amount shown on each individual project task order plus applicable gross receipts taxes). Task order based on time and materials billing shall be at the rate (per hour or unit) as indicated on the approved task order form.

2. TERM AND EFFECTIVE DATE

Article 5, Subsection A. is amended to extend the effective date from July 30, 2013 to July 31, 2014.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to the City of Santa Fe Professional Services Agreement effective this 31st day of July 2013.

CITY OF SANTA FE:

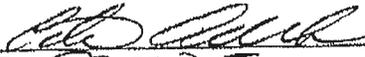
David Coss
DÁVID COSS, MAYOR

ATTEST:

Yolanda Y Vigil
YOLANDA Y VIGIL, CITY CLERK
2013/7/31/12

DATE: 8-2-13

ENGINEER:
MOLZEN-CORBIN & ASSOCIATES

BY: 
TITLE: PRESIDENT
DATE: 8/6/13

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY 7/11/13

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED July 30, 2012.**

TASK ORDER NO. 112

TASK TITLE: Runway 2-20 MIRL Replacement

The Owner directs the Engineer/Architect to provide services as described below:

Design a new RW 2-20 MIRL system with cans and conduits and eliminate the existing direct bury and stake mounted system. Replace vault equipment including regulator, relay panel, radio controller. Reconnect RBIL's on 20 approach, survey, CSPP and environmental clearance for project.

The Engineer/Architect estimates the period of performance to be as follows:

Services to be rendered within 120 days after receipt of written notice to proceed from Airport Manager and project to be ready for bids by 5/1/13.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

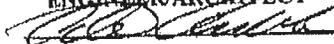
Manhour & Fee Estimate:

| | | | |
|------------------------|-----|----------------------|-----------|
| Senior Engineer | 265 | Hrs. \$ 160.00 /hr = | 42,400.00 |
| Engineering Intern II | 60 | Hrs. \$ 95.00 /hr = | 5,700.00 |
| Design Technician | 252 | Hrs. \$ 95.00 /hr = | 23,940.00 |
| Electrical PE | 84 | Hrs. \$ 115.00 /hr = | 9,660.00 |
| Administrative Support | 60 | Hrs. \$ 65.00 /hr = | 3,900.00 |
| Administrative Aide | 18 | Hrs. \$ 50.00 /hr = | 900.00 |
| Survey w/GPS | 27 | Hrs. \$ 175.00 /hr = | 4,725.00 |
| Survey Tech | 8 | Hrs. \$ 75.00 /hr = | 600.00 |

Subconsultants and Other Reimbursable Expenses:

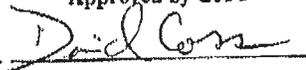
| | |
|-----------------------------------------|----------|
| In House Copies 5,000 @ 0.11 | 550.00 |
| In House Color Copies 20 @ 1.00 | 20.00 |
| In House Color Copies 11X17 20 @ 2.00 | 40.00 |
| In House Large Format Prints 200 @ 3.00 | 600.00 |
| Mileage 2,250 @ 0.560 | 1,260.00 |
| Meals | 200.00 |
| Postage | 50.00 |
| Supplies | 500.00 |

| | |
|-----------------------------------|-----------------------------|
| SUBTOTAL | <u>95,045.00</u> |
| NMGRT @ <u>7.00</u> % | <u>6,653.15</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>101,698.15</u> |

Proposed by
ENGINEER/ARCHITECT


Recommended By

Approved by CITY



Date _____ Date _____ Date _____

| | | | |
|------------------------|---------|----------|----------------|
| Aviation Department | Project | P.O. No. | Account Number |
|------------------------|---------|----------|----------------|

For Client Use Only

CONTRACT AMOUNT
 SAF RW 2-20 MIRL Replacement
 City of Santa Fe

| | | COST | CALCULATED CONTRACT AMOUNT |
|---------------------------------------------------------|---------|-----------------|----------------------------|
| Kent Fraler, PE | | | |
| BASIC FEE (Labor) | | | \$86,600.00 |
| SUBTOTAL LABOR | | | |
| NON REIMBURSABLE - SUBCONSULTANTS (ODE's) | | Task | |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| SUBTOTAL SUBCONSULTANTS | | | \$0.00 |
| NON REIMBURSABLE (ODE's) | | Quantity | |
| | \$0.11 | 6,000.00 | \$660.00 |
| In-House Copies | \$1.00 | 20.00 | \$20.00 |
| In-House Color Copies (8 1/2 x 11) | \$2.00 | 20.00 | \$40.00 |
| In-House Color Copies (11 x 17) | \$3.00 | | \$0.00 |
| In-House Large Format Prints | \$3.00 | 200.00 | \$600.00 |
| In-House Large Format Plots | \$0.00 | | \$0.00 |
| Commercial Copies | \$1.02 | | \$0.00 |
| Commercial Prints | \$1.50 | | \$0.00 |
| Commercial Color Copies | \$10.50 | | \$0.00 |
| In-House or Commercial Mylars | \$0.850 | 2,260.00 | \$1,200.00 |
| Mileage | | | \$0.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$200.00 |
| Meals | | | \$0.00 |
| Meals - Per Diem (per person /day) | \$50.00 | | \$0.00 |
| Photo | | | \$50.00 |
| Postage | | | \$500.00 |
| Supplies | | | \$3,220.00 |
| Non-Reimbursables Subtotal | | | \$3,220.00 |
| SUBTOTAL NON-REIMBURSABLE COSTS | | | \$3,220.00 |
| TOTAL BASIC FEE | | | \$89,720.00 |
| CONSTRUCTION COSTS | | | |
| FEE FROM ASCE CURVE A | | | |
| OBSERVATION FEE FROM ACEC STUDY | | | |
| REIMBURSABLE SUBCONSULTANTS | | Task | |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Subconsultant Subtotal | | | \$0.00 |
| Mark-up (if any) | | 10% | \$0.00 |
| SUBTOTAL ADDITIONAL SERVICES | | | \$0.00 |
| REIMBURSABLES | | Quantity | |
| | \$0.10 | | \$0.00 |
| In-House Copies | \$0.90 | | \$0.00 |
| In-House Color Copies (8 1/2 x 11) | \$1.80 | | \$0.00 |
| In-House Color Copies (11 x 17) | \$2.00 | | \$0.00 |
| In-House Large Format Prints | \$2.72 | | \$0.00 |
| In-House Large Format Plots | \$0.00 | | \$0.00 |
| Commercial Copies | \$1.02 | | \$0.00 |
| Commercial Prints | \$1.50 | | \$0.00 |
| Commercial Color Copies | \$0.80 | | \$0.00 |
| In-House or Commercial Mylars | \$0.850 | | \$0.00 |
| Mileage | | | \$0.00 |
| Bidding Documents (Specs & Plans) | | | \$0.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$0.00 |
| Meals | | | \$0.00 |
| Meals - Per Diem (per person /day) | \$50.00 | | \$0.00 |
| Photo | | | \$0.00 |
| Postage | | | \$0.00 |
| Supplies/Misc. | | | \$0.00 |
| Reimbursables Subtotal | | | \$0.00 |
| Reimbursable Markup (if any) | 10% | | \$0.00 |
| SUBTOTAL REIMBURSABLES | | | \$0.00 |
| SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES | | | \$89,720.00 |
| NMGRT | | 7.0000% | \$6,280.40 |
| TOTAL | | | \$96,000.40 |

SURVEY CALCULATION
 SAF RW 2-20 MIRL Replacement
 City of Santa Fe

SAF220MIRLReplacaWorkP lan.xls, Survey

| | | COST | PROJECTED FEE |
|---------------------------------------------------------|---------|-----------------|-------------------|
| Kont Fraier, PE | | | |
| SURVEY | | | |
| Total from M-H Estimate | | | \$6,325.00 |
| NON REIMBURSABLE | | | |
| GPS Equipment (per hour) | \$25.00 | 27.00 | \$675.00 |
| REIMBURSABLE SUBCONSULTANTS | | | |
| | | Task | |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Subconsultant Subtotal | | | \$0.00 |
| Mark-up (if any) | | 10% | \$0.00 |
| REIMBURSABLES - NOT Reimbursable, In fur | | | |
| | | Quantity | |
| In-House Copies | \$0.11 | | \$0.00 |
| In-House Color Copies (8 1/2 x 11) | \$1.00 | | \$0.00 |
| In-House Color Copies (11 x 17) | \$2.00 | | \$0.00 |
| In-House Large Format Prints | \$3.00 | | \$0.00 |
| In-House Large Format Plots | \$3.00 | | \$0.00 |
| Mileage | \$0.660 | | \$0.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$0.00 |
| Lodging - Per Diem (Survey Crew /night) | \$80.00 | | \$0.00 |
| Meals | | | \$0.00 |
| Meals - Per Diem (per person /day) | \$39.00 | | \$0.00 |
| Photo | | | \$0.00 |
| Postage | | | \$0.00 |
| Supplies/Misc. | | 100 | \$0.00 |
| Reimbursables Subtotal | | | \$0.00 |
| Reimbursable Markup (if any) | | 0% | \$0.00 |
| SUBTOTAL REIMBURSABLES | | | \$0.00 |
| SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES | | | \$675.00 |
| NMGRT | | 7.0000% | \$372.75 |
| TOTAL | | | \$5,667.75 |

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED July 30, 2012.**

TASK ORDER NO. 113

TASK TITLE: Passenger Facility Charges Implementation and Application

The Owner directs the Engineer/Architect to provide services as described below:
Prepare a PFC application for Terminal Expansion, Parking Lot Improvements, secondary AREF
Vehicle and FAA Match Funds.

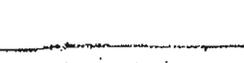
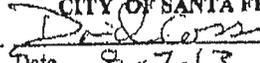
The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 360 days after receipt of written notice to proceed from Airport
Manager.

The Engineer/Architect will be paid a lump sum fee as stated as based upon the following estimates the
level of effort as follows:
Manhours: (specify estimated manhours per position and billing rate)

| Manhour & Fee Estimate: | | | |
|-------------------------|----|----------------------|----------|
| Senior Architect | 20 | Hrs. \$ 170.00 /hr = | 3,400.00 |
| Architecture, Internal | 80 | Hrs. \$ 80.00 /hr = | 6,400.00 |
| Senior Civil Engineer | 54 | Hrs. \$ 160.00 /hr = | 8,640.00 |
| Civil Design Technician | 50 | Hrs. \$ 95.00 /hr = | 4,750.00 |
| Administrative Support | 8 | Hrs. \$ 65.00 /hr = | 520.00 |
| Administrative Aide | 6 | Hrs. \$ 50.00 /hr = | 300.00 |

| Subconsultants and Other Reimbursable Expenses: | |
|-------------------------------------------------|-----------|
| In House Copies 1,000 @ 0.11 | 110.00 |
| In House Color Copies 8.5X11 100 @ 1.00 | 100.00 |
| In House Color Copies 11X17 100 @ 2.00 | 200.00 |
| Mileage 2,000 @ 0.560 | 1,120.00 |
| Meals | 200.00 |
| Postage | 25.00 |
| Supplies | 100.00 |
| Subconsultants-Coffman Associates | 50,000.00 |

| | |
|-----------------------------------|----------------------------|
| SUBTOTAL | <u>75,865.00</u> |
| NMGRT @ 7.00 % | <u>5,310.55</u> |
| ESTIMATED TASK ORDER TOTAL | \$ <u>81,175.55</u> |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Proposed by ENGINEER/ARCHITECT  | Recommended By  | Approved by CITY OF SANTA FE  |
| Date <u>8/16/13</u> | Date _____ | Date <u>8-7-13</u> |

| | | | |
|------------------------|---------|----------|----------------|
| Aviation Department | Project | P.O. No. | Account Number |
|------------------------|---------|----------|----------------|

For Client Use Only

EXHIBIT A
SCOPE OF SERVICES
PASSENGER FACILITY CHARGE APPLICATION
For The
SANTA FE MUNICIPAL AIRPORT
SANTA FE, NEW MEXICO

ELEMENT 1 - PASSENGER FACILITY CHARGE APPLICATION

Description: The purpose of this work effort is to prepare a new Passenger Facility Charge (PFC) Application for submittal to the Federal Aviation Administration (FAA). This new application will identify new projects and, if necessary, previously completed projects. More specifically the application will include passenger terminal building expansion, reconstruction and expansion of the passenger terminal building parking lot, and other short term projects included in the current Airport Capital Improvement Program (ACIP).

Task 1.1 - Prepare Airport Capital Plan

Description: After consultation with the Airport/City staff, the Consultant will prepare an Airport Capital Plan for inclusion in the PFC Application. The plan will identify those projects that the Airport/City intends to include in the PFC application as well as other funding sources to be used. This task includes one (1) coordination meeting with the Airport/City staff.

Responsibilities:

Consultant: Prepare the Airport Capital Plan.

Sponsor: Review and approve.

Product: Airport Capital Plan for inclusion in the PFC Application.

Task 1.2 - Air Carrier Consultation

Description: The Consultant will prepare for the Airport/City, the written Notice of Intent to file a PFC Application. The Consultant will attend the Airline consultation meeting and assist the Airport/City with the presentation of the projects proposed for the PFC Application.

Responsibilities:

Consultant: Prepare Notice of Intent. Attend and assist with the Airline Consultation Meeting.

Sponsor: Mail Notice of Intent letters to the Airlines. Schedule date for Airline Consultation meeting. Reserve the meeting room.

Product: Notice of Intent Letters. Airline Consultation Meeting.

Task 1.3 - Prepare PFC Application

Description: In accordance with the requirements and guidelines outlined in Federal Aviation Regulation (FAR) Part 158 (as amended), as well as those provided by the FAA Southwest Region Airports Division Office, a "Draft" PFC Application package will be prepared for both Airport/City and FAA review. Following a reasonable review period, modification and/or changes will be made to the application package and submitted to the Airport/City for signature and submittal to the FAA. Up to ten (10) copies of the "Final" Application package will be prepared. This task includes one (1) coordination meeting with the Airport/City staff.

Responsibilities:

Consultant: Prepare "Draft" and "Final" PFC Application.

Sponsor: Review "Draft" PFC Application. Submit "Final" PFC Application.

Product: PFC Application.

Task 1.4 - Coordination Meetings

Description: Meet and consult with Airport staff, City staff, or FAA as needed for consultation and coordination with regard to the PFC Application. Up to three (3) coordination meetings have been budgeted over the course of the project. One of the meetings will be used as a kick-off meeting with the Sponsor.

Responsibilities:

Consultant: Attend up to three (3) coordination meetings as necessary.

Sponsor: Coordination with, and direction to, the consultant.

Product: Up to three (3) coordination meetings.

CONTRACT AMOUNT
SAF PFC Application
Santa Fe Municipal Airport

| | | COBT | CALCULATED CONTRACT AMOUNT |
|---------------------------------------------------------|---------------|-----------------|----------------------------|
| Kent Frelor | | | |
| BASIC FEE (Labor) | | | \$24,010.00 |
| SUBTOTAL LABOR | | | |
| NON REIMBURSABLE - SUBCONSULTANTS (ODE's) | | Task | |
| GOPFMAN ASSOCIATES | ENVIRONMENTAL | ENVIRONMENTAL | \$60,000.00 |
| | ENVIRONMENTAL | ENVIRONMENTAL | \$0.00 |
| SUBTOTAL SUBCONSULTANTS | | | \$60,000.00 |
| NON REIMBURSABLE (ODE's) | | Quantity | |
| In-House Copies | \$0.11 | 1,000.00 | \$110.00 |
| In-House Color Copies (8 1/2 x 11) | \$1.00 | 100.00 | \$100.00 |
| In-House Color Copies (11 x 17) | \$2.00 | 100.00 | \$200.00 |
| In-House Large Format Prints | \$3.00 | | \$0.00 |
| In-House Large Format Plots | \$3.00 | | \$0.00 |
| Commercial Copies | \$0.08 | | \$0.00 |
| Commercial Prints | \$1.02 | | \$0.00 |
| Commercial Color Copies | \$1.50 | | \$0.00 |
| In-House or Commercial Mylars | \$0.50 | | \$0.00 |
| Mileage | \$0.60 | 2,000.00 | \$1,200.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$0.00 |
| Meals | | 200.00 | \$200.00 |
| Meals - Per Diem (per person /day) | \$38.00 | | \$0.00 |
| Photo | | | \$0.00 |
| Postage | \$1.00 | 28 | \$28.00 |
| Supplies | \$1.00 | 100 | \$100.00 |
| Non-Reimbursables Subtotal | | | \$1,855.00 |
| SUBTOTAL NON-REIMBURSABLE COSTS | | | \$1,855.00 |
| TOTAL BASIC FEE | | | \$25,865.00 |
| CONSTRUCTION COSTS | | | |
| FEE FROM ASCE CURVE A | | | |
| OBSERVATION FEE FROM ACEC STUDY | | | |
| REIMBURSABLE SUBCONSULTANTS | | Task | |
| | ENVIRONMENTAL | ENVIRONMENTAL | \$0.00 |
| Subconsultant Subtotal | | | \$0.00 |
| Mark-up (if any) | 0% | | \$0.00 |
| SUBTOTAL ADDITIONAL SERVICES | | | \$0.00 |
| REIMBURSABLES | | Quantity | |
| In-House Copies | \$0.10 | | \$0.00 |
| In-House Color Copies (8 1/2 x 11) | \$0.90 | | \$0.00 |
| In-House Color Copies (11 x 17) | \$1.80 | | \$0.00 |
| In-House Large Format Prints | \$2.00 | | \$0.00 |
| In-House Large Format Plots | \$2.72 | | \$0.00 |
| Commercial Copies | \$0.08 | | \$0.00 |
| Commercial Prints | \$1.02 | | \$0.00 |
| Commercial Color Copies | \$1.50 | | \$0.00 |
| In-House or Commercial Mylars | \$0.50 | | \$0.00 |
| Mileage | \$0.60 | | \$0.00 |
| Bidding Documents (Specs & Plans) | | | \$0.00 |
| Commercial Travel | | | \$0.00 |
| Lodging | | | \$0.00 |
| Meals | | | \$0.00 |
| Meals - Per Diem (per person /day) | \$30.00 | | \$0.00 |
| Photo | | | \$0.00 |
| Postage | | | \$0.00 |
| Supplies/Misc. | | | \$0.00 |
| Reimbursables Subtotal | | | \$0.00 |
| Reimbursable Markup (if any) | 10% | | \$0.00 |
| SUBTOTAL REIMBURSABLES | | | \$0.00 |
| SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES | | | \$25,865.00 |
| NMGRT | | 7.0000% | \$1,810.55 |
| TOTAL | | | \$27,675.55 |

Exhibit B
 Santa Fe Municipal Airport
 Passenger Facility Charge (PFC) Application
 Cost Summary
 May 7, 2013

| | | Coffman Associates | | | | TOTAL LABOR | Expenses | TASK/ ELEMENT TOTAL |
|-----------------------------------------------------|------------------------------|--------------------|--------------|-----------|-----------------|----------------|-----------------|---------------------------|
| | | Principal | Professional | Technical | | | | |
| | | \$2,080 | \$1,440 | \$904 | | | | |
| Element One - PASSENGER FACILITY CHARGE APPLICATION | | | | | | | | |
| Task 1.1 | Prepare Airport Capital Plan | 3 | 1 | 1 | \$8,584 | \$1,000 | \$9,584 | |
| Task 1.2 | Air Carrier Consultation | 2 | 1 | 1 | \$8,504 | \$1,000 | \$7,804 | |
| Task 1.3 | Prepare PFC Application | 4 | 5 | 2 | \$17,328 | \$2,000 | \$19,328 | |
| Task 1.4 | Coordination Meetings (3) | 5 | 0 | 0 | \$10,400 | \$3,184 | \$13,584 | |
| PROJECT TOTAL | | 14 | 7 | 4 | \$42,816 | \$7,184 | \$50,000 | |

ITEM # 13-0912

**CITY OF SANTA FE
AMENDMENT #2 TO
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 16, 2012 (the "Agreement"), between the City of Santa Fe (the "Owner" or the "City") and Molzen-Corbin & Associates, Inc., (the "Engineer"). The date of this Amendment shall be the date when it is executed by the City and the Engineer, whichever occurs last.

RECITALS

- A. Under the terms of the Agreement, Engineer has agreed to provide Engineering Services to the City.
- B. Pursuant to Article 19 of the Agreement, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Engineer agree as follows.

1. ENGINEER'S COMPENSATION

Article 3 states that the Engineer's Compensation is the sum total of individual Task Orders as approved by the Engineer and the City/Owner. The following changes to the Engineer's Compensation are hereby made effective upon signature of this Amendment and each Task Order by both parties:

Task Order Number 114, Runway 2-20 MIRL Observation and Testing is added as follows:

| | |
|-----------------|--------------|
| Subtotal | \$147,273.57 |
| NMGRT at 7.000% | \$ 10,309.15 |
| Total | \$157,582.72 |

Task Order Number 115, Runway 2-20 MIRL Replacement Bidding and Construction Administration is added as follows:

| | |
|-----------------|-------------|
| Subtotal | \$77,410.14 |
| NMGRT at 7.000% | \$ 5,418.71 |
| Total | \$82,828.85 |

Article 3, Paragraph A of the Agreement is amended to increase the amount or compensation by a total of by two hundred forty thousand four hundred eleven dollars and fifty seven cents (\$240,411.57) so that Article 3, paragraph A reads in its entirety as follows:

- A. The Owner shall pay to the Engineer in full payment for services rendered and expenses incurred in performance of these services a sum of \$3,712,382.71 (which represents the authorized amount shown on each individual project task order plus applicable gross receipts taxes). Task orders, based on time and materials billing, shall be at the rate (per hour or unit) as indicated on each approved task order form.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in Amendment #1 and #2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 to the City of Santa Fe Professional Services Agreement effective this 11th day of Sept 2013.

CITY OF SANTA FE:

David Coss

DAVID COSS, MAYOR

ATTEST:

Volanda Y Vigil
VOLANDA Y VIGIL, CITY CLERK
comfy 9-11-13

ENGINEER:

MOLZEN-CORBIN & ASSOCIATES

BY: M. Corbin

TITLE: President & Owner

DATE: _____

APPROVED AS TO FORM:

Judith Mera for 8/26/13
GENO ZAMORA, CITY ATTORNEY

APPROVED:

Marcos Tapia 9/14/13
MARCOS TAPIA, FINANCE DIRECTOR



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Molzen-Corbin & Associated

3 Complete Information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$3,289,097.44

Termination Date: July 31, 2013

Approved by Council Date: July 11, 2012

or by City Manager Date: _____

Contract is for: Engineering services required by FAA for airport

Amendment # 2 to the Original Contract# 12-0619

Increase/(Decrease) Amount \$ 240,411.57

Extend Termination Date to: _____

Approved by Council Date: TBA

or by City Manager Date: _____

Amendment is for: addition of task orders 114 and 115 for Runway 2/20 MRL Upgrade construction oversight and testing

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 3,289,097.44 of original Contract# 12-0619 Termination Date: 07/31/2013

Reason: Amount determined by task orders throughout period

Amount \$ 3,471,971.14 amendment # 1 Termination Date: 07/31/2014

Reason: first year option to renew

Amount \$ 240,411.57 amendment # 2 Termination Date: 07/31/2014

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 3,712,382.71



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 12/21/P Date: April 27, 2012
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other: _____

6 Procurement History: 2 year of 4 year contract
 example: (First year of 4 year contract)

7 Funding Source: varies by project BU/Line Item: assigned by Finance

8 Any out-of-the ordinary or unusual issues or concerns:
None. Standard contract.
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Francey Jesson
 Phone # _____ -2901

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
 Forward to Finance Director for review/signature
 Return to originating Department for Committee(s) review or forward to City Manager for review
 and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

REVISED 09/05/2013.

**TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED July 30, 2012.**

TASK ORDER NO. 114

TASK TITLE: Runway 2-20 MRL Observation and Testing Services

The Owner directs the Engineer/Architect to provide services as described below:
Construction Observation and Testing Services for Runway 2-20 edge lighting system.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 30 days after receipt of written notice to proceed from Airport Manager.

The Engineer/Architect will be paid on a time and materials basis as stated as based upon the following estimates the level of effort as follows:
Manhours: (specify estimated manhours per position and billing rate)

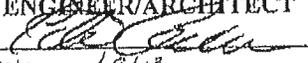
Manhour & Fee Estimate:

Construction Observer 1,400 Hrs. \$ 90.00 /hr = 129,600.00

Subconsultants and Other Reimbursable Expenses:

| | |
|-------------------------------------|------------------|
| <u>In House Copies 5,000 @ 0.11</u> | <u>550.00</u> |
| <u>Mileage 19,285.71 @ 0.555</u> | <u>10,703.57</u> |
| <u>Lodging 7 nights @ \$60.00</u> | <u>420.00</u> |
| <u>Meals</u> | <u>400.00</u> |
| <u>Postage</u> | <u>100.00</u> |
| <u>Supplies</u> | <u>500.00</u> |
| <u>Testing-GeoTest</u> | <u>5,000.00</u> |

| | |
|----------------------------|----------------------|
| SUBTOTAL | <u>147,273.57</u> |
| NMGRT @ <u>7.00</u> % | <u>10,309.15</u> |
| ESTIMATED TASK ORDER TOTAL | <u>\$ 157,582.72</u> |

| | | |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Proposed by ENGINEER/ARCHITECT | Recommended By | Approved by CITY |
|  |  |  |
| Date <u>10/9/13</u> | Date _____ | Date <u>9-23-13</u> |

| |
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| Aviation |
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ITEM # 13-0912

**CITY OF SANTA FE
AMENDMENT #2 TO
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 16, 2012 (the "Agreement"), between the City of Santa Fe (the "Owner" or the "City") and Molzen-Corbin & Associates, Inc., (the "Engineer"). The date of this Amendment shall be the date when it is executed by the City and the Engineer, whichever occurs last.

RECITALS

- A. Under the terms of the Agreement, Engineer has agreed to provide Engineering Services to the City.
- B. Pursuant to Article 19 of the Agreement, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Engineer agree as follows.

1. ENGINEER'S COMPENSATION

Article 3 states that the Engineer's Compensation is the sum total of individual Task Orders as approved by the Engineer and the City/Owner. The following changes to the Engineer's Compensation are hereby made effective upon signature of this Amendment and each Task Order by both parties:

Task Order Number 114, Runway 2-20 MIRL Observation and Testing is added as follows:

| | |
|-----------------|--------------|
| Subtotal | \$147,273.57 |
| NMGRT at 7.000% | \$ 10,309.15 |
| Total | \$157,582.72 |

Task Order Number 115, Runway 2-20 MIRL Replacement Bidding and Construction

Administration is added as follows:

| | |
|-----------------|-------------|
| Subtotal | \$77,410.14 |
| NMGRT at 7.000% | \$ 5,418.71 |
| Total | \$82,828.85 |

Article 3, Paragraph A of the Agreement is amended to increase the amount or compensation by a total of by two hundred forty thousand four hundred eleven dollars and fifty seven cents (\$240,411.57) so that Article 3, paragraph A reads in its entirety as follows:

- A. The Owner shall pay to the Engineer in full payment for services rendered and expenses incurred in performance of these services a sum of \$3,712,382.71 (which represents the authorized amount shown on each individual project task order plus applicable gross receipts taxes). Task orders, based on time and materials billing, shall be at the rate (per hour or unit) as indicated on each approved task order form.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in Amendment #1 and #2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 to the City of Santa Fe Professional Services Agreement effective this 11th day of Sept 2013.

CITY OF SANTA FE:

David Coss

DAVID COSS, MAYOR

ATTEST:

Yolanda Y Vigil
YOLANDA Y VIGIL, CITY CLERK
cently 9-11-13

ENGINEER:

MOLZEN-CORBIN & ASSOCIATES

BY: [Signature]

TITLE: President & Owner

DATE: _____

APPROVED AS TO FORM:

Judith Mena for 8/26/13
GENO ZAMORA, CITY ATTORNEY

APPROVED:

[Signature] 9/16/13
MARCOS TAPIA, FINANCE DIRECTOR



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Molzen-Corbin & Associated

3 Complete Information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$3,289,097.44

Termination Date: July 31, 2013

Approved by Council Date: July 11, 2012

or by City Manager Date: _____

Contract is for: Engineering services required by FAA for airport

Amendment # 2 to the Original Contract# 12-0619

Increase/(Decrease) Amount \$ 240,411.57

Extend Termination Date to: _____

Approved by Council Date: TBA

or by City Manager Date: _____

Amendment is for: addition of task orders 114 and 115 for Runway 2/20 MIRL Upgrade construction oversight and testing

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 3,289,097.44 of original Contract# 12-0819 Termination Date: 07/31/2013

Reason: Amount determined by task orders throughout period

Amount \$ 3,471,971.14 amendment # 1 Termination Date: 07/31/2014

Reason: first year option to renew

Amount \$ 240,411.57 amendment # 2 Termination Date: 07/31/2014

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 3,712,382.71



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 12/21/P Date: April 27, 2012

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** 2 year of 4 year contract
example: (First year of 4 year contract)

7 **Funding Source:** varies by project **BU/Line Item:** assigned by Finance

8 **Any out-of-the ordinary or unusual issues or concerns:**
None. Standard contract.
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Francey Jesson
Phone # _____ -2901

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

REVISED 09/05/2013.

TASK ORDER FOR
 PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
 AND CITY OF SANTA FE (OWNER), DATED July 30, 2012.

TASK ORDER NO. 114

TASK TITLE: Runway 2-20 MIRL Observation and Testing Services

The Owner directs the Engineer/Architect to provide services as described below:
Construction Observation and Testing Services for Runway 2-20 edge lighting system.

The Engineer/Architect estimates the period of performance to be as follows:
 Services to be rendered within 30 days after receipt of written notice to proceed from Airport
 Manager.

The Engineer/Architect will be paid on a time and materials basis as stated as based upon the following
 estimates the level of effort as follows:

Manhours: (specify estimated manhours per position and billing rate)

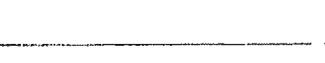
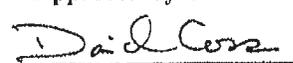
Manhour & Fee Estimate:

Construction Observer 1,400 Hrs. \$ 90.00 /hr = 129,600.00

Subconsultants and Other Reimbursable Expenses:

| | |
|------------------------------------|------------------|
| <u>In House Copies 5,000@ 0.11</u> | <u>550.00</u> |
| <u>Mileage 19,285.71 @ 0.555</u> | <u>10,703.57</u> |
| <u>Lodging 7 nights @\$60.00</u> | <u>420.00</u> |
| <u>Meals</u> | <u>400.00</u> |
| <u>Postage</u> | <u>100.00</u> |
| <u>Supplies</u> | <u>500.00</u> |
| <u>Testing-GeoTest</u> | <u>5,000.00</u> |

| | |
|----------------------------|----------------------|
| SUBTOTAL | <u>147,273.57</u> |
| NMGRT @ <u>7.00</u> % | <u>10,309.15</u> |
| ESTIMATED TASK ORDER TOTAL | <u>\$ 157,582.72</u> |

| | | |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Proposed by ENGINEER/ARCHITECT | Recommended By | Approved by CITY |
|  |  |  |
| Date <u>10/9/13</u> | Date _____ | Date <u>9-23-13</u> |

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| Aviation |
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**CITY OF SANTA FE
AMENDMENT #3 TO
PROFESSIONAL SERVICES AGREEMENT**

Amendment No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 16, 2012 (the "Agreement"), between the City of Santa Fe (the "Owner") and Molzen-Corbin & Associates, Inc., (the "Engineer").

RECITALS:

- A. The City of Santa Fe entered a Professional Services Agreement ("PSA") with Molzen-Corbin & Associates in June, 2012, for the purpose of acting as the airport consulting engineer. The original agreement term was a four year contract to be renewed each year at the option of the Owner. The Not-To-Exceed (NTE) compensation for the original contract was \$3,289,097.44.
- B. Amendment #1 extended the contract for a second year from July 31, 2013 to July 31, 2014. Amendment #1 also increased the compensation by \$182,873.70 to \$3,471,971.14
- C. Amendment #2, executed effective September 11, 2013, did not extend the term, but added Task Orders 114 and 115 and increased compensation by \$240,411.57 to a total current contract cost NTE \$3,712,382.71.
- D. The proposed Amendment #3 to the PSA is required to extend the contract for the third year with an effective term of August 1, 2014 to July 31, 2015.

1. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is deleted. A new article 5 of the Amendment is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective on August 1, 2014, and shall terminate on July 31, 2015, unless terminated sooner pursuant to Article 5 below.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 to the City of Santa Fe Professional Services Agreement effective August 1, 2014.

CITY OF SANTA FE:

ENGINEER:
MOLZEN-CORBIN &
ASSOCIATES



BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

ATTEST:

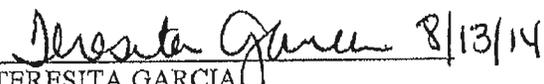
YOLANDA Y VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 8/13/14

TERESITA GARCIA,
ASSISTANT FINANCE DEPARTMENT

City of Santa Fe, New Mexico

memo

DATE: August 7, 2014
TO: Brian Snyder, City Manager
FROM: Francey Jesson, Airport Manager *FJ*
VIA: Jon Bulthuis, Transportation Director *JB*

ITEM & ISSUE:

Request City Manager approval of Amendment #3 to the Professional Services Agreement (PSA) between the City of Santa Fe and Molzen-Corbin & Associates, Inc. dated June 16, 2012.

BACKGROUND & SUMMARY:

The City of Santa Fe entered a PSA with Molzen-Corbin & Associates in June, 2012, for the purpose of acting as the airport consulting engineer. The original agreement term was a four year contract to be renewed each year at the option of the City. See attached Item #12-0619. The Not-To-Exceed (NTE) compensation for the original contract was \$3,289,097.44.

Amendment #1 extended the term for a second year from July 31, 2013 to July 31, 2014. Amendment #1 also increased the compensation by \$182,873.70 to \$3,471,971.14. See attached Item #13-0772.

Amendment #2, executed effective September 11, 2013, did not extend the term, but added Task Orders 114 and 115 and increased compensation by \$240,411.57 to a total current contract cost NTE \$3,712,382.71. See attached Item #13-0912.

The proposed Amendment #3 to the PSA (attached) is required to extend the contract for the third year with an effective term of August 1, 2014 to July 31, 2015. Amendment #3 only extends the term of the contract and does not add compensation or new tasks.

ACTION REQUESTED:

Request City Manager approval of Amendment #3 to the Professional Services Agreement (PSA) between the City of Santa Fe and Molzen-Corbin & Associates, Inc. dated June 16, 2012.



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Molzen-Corbin & Associated

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$3,289,097.44

Termination Date: July 31, 2013

Approved by Council Date: July 11, 2012

or by City Manager Date: _____

Contract is for: Engineering services required by FAA for airport

Amendment # 3 to the Original Contract# 12-0619

Increase/(Decrease) Amount \$ 0.00

Extend Termination Date to: July 31, 2015

Approved by Council Date: _____

or by City Manager Date: TBD

Amendment is for: third year of four year contract. Term extension only.

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 3,289,097.44 of original Contract# 12-0619 Termination Date: 07/31/2013

Reason: Engineering service required by FAA for Airport

Amount \$ 3,471,971.14 amendment # 1 Termination Date: 07/31/2014

Reason: second year of four year contract

Amount \$ 240,411.57 amendment # 2 Termination Date: 07/31/2014

Reason: add task orders and compensation. No extension in term.

Amount \$ 0.00 amendment # 3 Termination Date: 07/31/2015

Reason: third year of four year contract. Term extension only.

Total of Original Contract plus all amendments: \$ 3,712,382.71



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 12/21/P Date: April 27, 2012

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: third year of four year contract
example: (First year of 4 year contract)

7 Funding Source: varies by project BU/Line Item: assigned by Finance

8 Any out-of-the ordinary or unusual issues or concerns:
None. Standard contract.
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Francey Jesson
Phone # _____ -2901

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: