

## CITY OF SANTA FE

## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Molzen-Corbin & Associates**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work, but not limited to:

Provide Architect/Engineer Services including the basic A/E and project management services normally required for airport development projects, including architectural civil, structural, mechanical, and electrical engineering on projects for the next four (4) years as further described in Exhibits I, VI, VII.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

- 1) Provide A/E services involving activities required for defining the scope of a project and establishing preliminary requirements (known as Preliminary Phase Exhibits I section B, 1, VI.).
- 2) Provide A/E services involving activities required to undertake and accomplish a full and complete project design (known as Design Phase Exhibit I section B 1, 2).
- 3) Provide A/E services involving activities required in providing sets of plans and specifications for this phase, and all bid documents; acting for the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents (known as Bidding or Negotiation Phase Exhibit I B,3).
- 4) Provide A/E services involving activities required to render basic services after the award of a construction contract (known as Construction Phase Exhibit I 4, ).
- 5) Provide A/E services involving activities required to render basic services after the completion of a construction contract (knowns as Project Closeout Phase).
- 6) Provide special services involving activities or studies outside the scope of the basic design services routinely performed by the Contractor. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise, see Exhibit I.

- 7) Provide planning services involving activities or studies under the broad heading of airport system and master planning. (Exhibits II, III)

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV. Exhibit IV will be updated annually as required for the next four years, such compensation not to exceed \$250,000.00, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$250,000.00 this amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to available of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate **four years from the date of agreement execution** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims

for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this

section.(Exhibit V).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or Understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for Violation of Law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**20. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**21. Indemnification.**

The Contractor shall indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:  
City of Santa Fe  
Aviation Division  
P.O. Box 909  
Santa Fe, NM 87504-0909  
mdbaca@santafenm.gov and htbrzykcy@santafenm.gov

To the Contractor:  
Molzen-Corbin & Associates  
2701 Miles Road SE  
Albuquerque, NM 87106  
kfreier@molzencorbin.com

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf on Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: 9/5/18

CONTRACTOR:

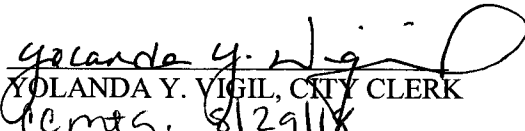
Molzen-Corbin & Associates

  
\_\_\_\_\_  
NAME AND TITLE

DATE: 09/06/18

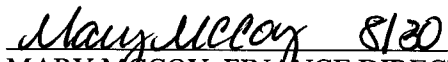
CRS# 01305771005  
Registration #42293

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
cc mg. 8/29/18  
APPROVED AS TO FORM:

  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY 8/15

APPROVED:

  
\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR 8/20  
Business Unit Line Item  
52825.572960. 0114900

# **MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE MUNICIPAL AIRPORT**

## **EXHIBIT I ENGINEER'S SCOPE OF SERVICES**

The Engineer shall render professional engineering services as described below:

### **A. DEFINITIONS**

1. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.
2. Preliminary Project Schedule - A preliminary estimated start and completion date for each phase of work contained in the Engineer's Scope of Services.
3. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the project can commence.

### **B. BASIC SERVICES**

1. PRELIMINARY DESIGN (60%) PHASE
  - a. Attend a Pre-Design meeting with the Owner to review its wishes and requirements; inspect the site of the work; review the available material assembled by the Owner, and discuss design criteria and scheduling.
  - b. Plan the necessary field surveys for design including field measurements of existing structures and facilities, field verification of existing rights-of-way, easements, and property lines.
  - c. Prepare and submit preliminary drawings based upon the information developed at the pre-design meeting (see 1a above). Preliminary plans will include the following:
    - i Horizontal and vertical control for the infrastructure elements designed.
    - ii Identification of the entire scope of the project on black-on-white plan sheets. Show existing and proposed right-of-way, easements, drainage structures, pavement work, utility construction or relocation (private and public) and geometry.
    - iii Define any non-standard items on the drawings with sufficient detail for review.
    - iv Provide design plans that are overall 60% complete to include: plan and profile sheets, intersection sheets, and drainage plans. Plan sheets will contain centerline stationing and elevations, a footprint of the proposed



improvements, and grading slope limits. Detailed build notes will not be provided.

- e. Identify right-of-way acquisition/dedication requirements and provide a summary of these requirements on a per lot basis (using the standard lot sizes in the area) and total for the project.
- f. Prior to submittal to the City, submit one (1) set of preliminary plans, preliminary construction cost estimate, outline specifications, preliminary utility coordination plan, and the Design Analysis Report (DAR) will consist of design assumptions, standards and exceptions, that will be used by the Owner's Project Manager for his review. Make necessary corrections prior to submitting for City review.
- g. The Deliverables for the 60% Preliminary Design phase will consist of the following:
  - i. Plan sets to be: Three (3) sets
  - ii. Preliminary Engineering Studies: Three (3) copies
  - iii. Schedule: 75 days from Notice to Proceed or as agreed to between the Owner and the Engineer.

## 2. FINAL DESIGN PHASE/CONSTRUCTION DOCUMENTS

- a. Meet with the design team, the Owner and appropriate users regularly to facilitate the exchange of information.
- b. Coordinate engineering and architectural systems.
- c. Prepare complete Contract Documents using standard practice and design requirements of the Owner and applicable Agency requirements in effect on the date of this Agreement.
- d. Prepare a detailed take-off construction cost estimate for the Project. New Mexico Gross Receipts Tax shall be shown as a percentage of the subtotal amount. The amount of the NMGRT is not part of the estimated construction cost; however, the Engineer shall provide the calculation of the tax amount for the estimated construction.
- e. In conjunction with the Owner's Project Manager, prepare a draft construction schedule commensurate with the scope and complexity of the project in sufficient detail to determine overall construction time.
- f. Secure approval of the final plans and specifications by and prepare the necessary funding documents for Federal Aviation Administration, New Mexico Department of Transportation Aviation Division and other public or private agency where required or affected by the proposed construction, provided that such approvals are not unreasonably withheld.

- g. Coordinate and assist Owner in preparation and submittal of agency funding documentation and certifications as required.
- h. Submit eleven (3) sets of the detailed working drawings, specifications, construction cost estimate and, as required, to the Owner for review and comment. If applicable, submit five (3) sets of the revised Preliminary Engineer's Report.

3. **BIDDING PHASE**

- a. Prepare and submit for approval a final construction cost estimate no later than two (2) days prior to the bid opening.
- b. Submit documents and gain approval for building permit.
- c. The Engineer shall attend and provide professional services for a pre-bid meeting when the Owner determines a pre-bid meeting is needed.
- d. Prepare advertisement for bids.
- e. Have sufficient copies of Contract Documents reproduced for sale to prospective bidders. Place copies in private plan rooms in Albuquerque for review by bidders. Provide Owner with three (3) copies.
- f. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda. Addenda shall be distributed not less than two working days prior to bid opening.
- g. Prepare and distribute addenda when required. Addenda must be signed by the Engineer and submitted to the Owner's Project Manager for appropriate signature prior to distribution. Maintain Bidder's log and addenda distribution log.
- h. Attend the Bid Opening.
- i. Tabulate and assist the Owner in evaluating the bids.
- j. Assist Owner in obtaining additional information regarding the apparent low Bidder's qualifications, should the Owner request qualification information.
- k. Prepare a recommendation of award letter to the Owner.

4. **CONSTRUCTION PHASE**

- a. Provide up to seven (7) copies of the formal Contract Documents to the successful bidder for execution.
- b. Conduct the Pre-construction Conference.
- c. Furnish consultation and advice during construction pertaining to the Contract Document's intent. Prepare elementary and supplementary sketches needed by the

Owner to resolve problems due to field conditions encountered other than those involving changes in the scope of the project.

- d. Review manufacturer's shop drawings of equipment and/or materials proposed for use by the Contractor when required by the Contract Documents. Review construction drawings and/or erection drawings submitted by the prime contractor for compliance with the Contract Documents.
- e. Make periodic observations of the project, as agreed to with the Owner, site by a member of the Engineer's design team. A written summary of the observation shall be submitted to the Owner within one (1) week of the site visit. The Engineer shall be responsible for notifying the Owner of any observed deficiencies. In performing observations, the Engineer does not guarantee the performance of the Contractor. The Engineer shall not be responsible for the means, methods, techniques, sequence or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor.
- f. Review pay applications submitted by Contractor and make recommendation to Owner for payment.
- g. Review for acceptability any Change Orders requested by the Owner or the Contractor and provide comments to the Owner.
- h. Conduct substantial completion observation and publish appropriate documents including punch list.
- i. Attend the final inspection and make observations to determine if the completed work is acceptable.
- j. Review project closeout documents submitted by the Contractor.
- k. Prepare record drawings based on marked up prints, drawings and other data to reasonably reflect construction. "Record Drawings" shall be prepared by revising the original drawings, or, where original drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. Each sheet shall be clearly marked "Record Drawings" with the date.

**C. REIMBURSABLE SERVICES:**

Unless provided otherwise herein, the following Services are not included as a part of the Basic Services or Additional Services of the Architect and shall be considered Reimbursable Services. Reimbursable Services shall be undertaken only with the express prior verbal authorization of the Owner followed by written verification. Reimbursable Services shall be paid for by the Owner as provided for in Article IV Compensation of this Agreement and include actual expenditures. No administrative overhead add-on charges will be permitted.

- 1. Utilizing data processing techniques when not normally used as a part of Basic Services.
- 2. Utilizing photographic production techniques when not normally used as a part of Basic Services.

3. Providing reproductions of documents except that the copies specified in Basic Services shall, with prior authorization, be reproduced under existing Owner reproduction contracts and the costs billed directly to the Owner by the printer.
4. Providing renderings and/or models which shall then become the property of the Owner.
5. Utilizing telephone communication (to out-of-state locations), document delivery service, or other communications or shipping method to communicate or distribute documents to potential bidders during the Bidding Phase.
6. Printing and mailing costs associated with planning/neighborhood notifications and submittals as required.

**D. PERFORMANCE**

1. The Engineer hereby agrees that, upon the execution of this Agreement, it will enter upon the duties herein described, proceed with the work continuously, and make the various submittals for each phase of the work on or before the schedule developed and approved for each phase.
2. If any delay is caused to the Engineer by order of the Owner to change the design or plans; or by failure of the Owner to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the work authorization schedule will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer. However, the Engineer agrees it is not entitled to a claim for delay damages against the Owner for the delay of the performance of this Agreement caused by the Owner or third parties.
3. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.
4. The Engineer shall prepare an Engineer's Project Schedule (Project Schedule) to be used and updated throughout the life of the project to communicate progress and timeliness of the work. The Project Schedule shall be prepared prior to the signing of the Agreement and shall be negotiated and agreed to by both parties as the schedule of the work to be performed. The Project Schedule shall become an attachment to the Engineering Services Agreement and the effective date of the Agreement shall be the start date for the Project Schedule. The Project Schedule shall be prepared using input from all subconsultants working on the project for the Engineer, as well as input from the Owner.

**End of Exhibit I**

**MASTER AGREEMENT FOR ENGINEERING SERVICES  
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT II  
OWNER'S RESPONSIBILITIES**

The Owner shall do the following in a timely manner so as not to delay the services of the Engineer described in Exhibit I, Engineer's Scope of Services:

1. Designate in writing a person to act as Owner's Project Manager with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information with respect to Engineer's services for the Project.
2. Provide criteria and information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations on the project.
3. Place at Engineer's disposal available information pertinent to the Project including copies of reports, drawings, maps and other data relative to design or construction of the Project all at no cost to the Engineer.
4. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
5. Review, provide comments on and approve studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner requires for such examination and render in writing decisions pertaining thereto within a reasonable time. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.
6. Furnish approvals and permits from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Provide such accounting, independent cost estimating and insurance counseling services as Owner requires for the Project, such auditing services as the Owner requires to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner requires to ascertain that contractors are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
8. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of developments that affect the scope, timing or performance of Engineer's services, or defects or nonconformance in the work of Contractor(s).

**End of Exhibit II**

**MASTER AGREEMENT FOR ENGINEERING SERVICES  
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT III  
PROJECT SCHEDULE**

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified herein.
2. Written Authorization: the Owner shall not pay the Engineer for any services rendered before written authorization by the Owner is received by the Engineer, and the Owner shall not be liable to the Engineer for payment for such services.
3. The Engineer shall submit a project schedule for each project assigned and as agreed to with the Owner's Project Manager. The project schedule shall show the duration for each major milestone for the project as agreed to between the Owner and the Engineer. A typical design project shall have the following schedule milestones as applicable:
  - a. Preliminary plans, design analysis report, and preliminary construction cost estimate within the agreed to number of calendar days from the date of receipt of written order to proceed with the Preliminary Design for each project phase.
  - b. Final Design Phase plans, specifications, construction cost estimate, and contract documents for review within the agreed to number of calendar days from the date of receipt of written order to proceed with the Final Design for each project phase.
  - c. Final construction contract documents ready for bid for the construction phase within the agreed to number of calendar days date of receipt of written comments from the Owner Project Manager on the Final Design submission,.
  - d. "Record Drawings" within the agreed to number of calendar days after receipt of Marked up prints, drawings and other data supplied by the Project Manager.
4. If any delay is caused to the Engineer by order of the Owner to change the Scope of the study; or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes beyond the control of the engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer at the moment a cause for delay occurs. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.

5. Because the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.
6. There shall not be a schedule required for the entire four year agreement. Individual task orders shall be executed from this agreement which represent a project to be completed. Schedules shall be submitted for each individual task order.

**End of Exhibit III**

**MOLZEN-CORBIN & ASSOCIATES**  
**STANDARD BILLING RATES**  
**JULY 15, 2018**

<b>DEPARTMENT</b>	<b>BILLING CATEGORIES</b>	<b>CURRENT RATE</b>
<i>Architectural</i>	Principal Architect	\$215
	Senior Architect	\$180
	Project Architect	\$145
	Registered Architect	\$115
	Intern Architect 2	\$100
	Intern Architect 1	\$80
	Senior Architectural Designer	\$115
	Architectural Designer I	\$100
	Planner	\$90
	Landscape/Irrigation Designer	\$90
<i>Civil Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$195
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$105
	Engineering Intern I	\$95
	Senior Civil Design Specialist	\$135
	Engineering Design Specialist	\$120
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$85
<i>Electrical Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$190
	Project Engineer	\$160
	Professional Engineer	\$135
	Engineering Intern II	\$120
	Engineering Intern I	\$95
	Engineering Design Specialist	\$105
	Engineering Design Tech	\$100
	Associate Engineering Design Tech	\$85
<i>Mechanical</i>	Senior Mechanical	\$165
<i>Water Resource Engineering</i>	Principal Engineer	\$215
	Senior Engineer	\$180
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$105
	Engineering Intern I	\$95
	Sr. Engineering Design Specialist	\$135
	Engineering Design Specialist	\$115
	Engineering Design Tech	\$110
	O & M Specialist	\$100
	Associate Engineering Design Tech	\$80
<i>CADD / Survey</i>	CADD Operator II	\$70
	CADD Operator I	\$65
	Survey Technician	\$85
	Two Person Survey Crew	\$170
	Two Person GPS Survey Crew	\$195
	Licensed Surveyor	\$185
<i>Construction Observation</i>	Senior Observer/Manager	\$95
	Senior Observer	\$90
	Observer	\$80
<i>Administration</i>	Administrative Aide II	\$55
	Administrative Aide I	\$45
	Administrative Support	\$90
	Grants/Technical Administrator	\$95
	Computer Technician	\$105
	Senior Technical Writer / Editor	\$80
<i>Miscellaneous Expenses</i>	Copies	Per Copy \$0.110
	Color Copies	Per 8 1/2 x 11 Copy \$1.000
	Color Copies	Per 11 x 17 Copy \$2.000
	Mileage	Per Mile (per IRS)
	Prints/Plots(24x36)	Per Sheet \$3.000
	MyIars(24x36)	Per Sheet \$10.500
	Sub-Consultants	Cost x 1.1



**MASTER AGREEMENT FOR ENGINEERING SERVICES  
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT V  
FAA MANDATORY CONTRACTUAL REQUIREMENTS  
TITLE VI ASSURANCES**

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:

**TITLE VI ASSURANCES**

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.

#### **ACCESS TO RECORDS AND REPORTS**

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

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies

that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

### **FEDERAL LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

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

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**End of Exhibit V**



**EXHIBIT VI SAMPLE TASK ORDER  
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 approval from OWNER, to be ready to advertise for bids by \_\_\_\_\_ to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Lump Sum basis as stated based upon the following estimate of the level of effort:

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

Manhour & Fee Estimate:

_____	_____	Hrs. \$ _____ /hr = _____	\$ _____
_____	_____	Hrs. \$ _____ /hr = _____	\$ _____
_____	_____	Hrs. \$ _____ /hr = _____	\$ _____
_____	_____	Hrs. \$ _____ /hr = _____	\$ _____
_____	_____	Hrs. \$ _____ /hr = _____	\$ _____
_____	_____	Hrs. \$ _____ /hr = _____	\$ _____

Subconsultants and Other Reimbursable Expenses:

Copies,	_____	\$ _____
Large plots,	_____	\$ _____
Meals,	_____	\$ _____
Lodging,	_____	\$ _____
Mileage,	_____	\$ _____
Postage,	_____	\$ _____
Supplies	_____	\$ _____
Bid Advertisement,	_____	\$ _____

<b>SUBTOTAL</b>	_____	\$ _____
<b>NMGRT @ _____ %</b>	_____	\$ _____
<b>ESTIMATED TASK ORDER TOTAL</b>	<b>\$</b>	<b>_____</b>

**Proposed by  
ENGINEER/ARCHITECT**

**Recommended By**

**Approved by CITY**

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

_____	_____	_____	_____
Department	Project	P.O. No.	Account Number

*For Client Use Only*

**MASTER AGREEMENT FOR ENGINEERING SERVICES  
FOR THE SANTA FE REGIONAL AIRPORT**

**EXHIBIT VII  
DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT  
PROJECT REPRESENTATIVE**

1. *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.

**MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE  
SANTA FE REGIONAL AIRPORT**

**EXHIBIT VIII  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

MOLZE-1

OP ID: MD

DATE (MM/DD/YYYY)

07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Liability Insurers, Inc. 6101 Moon St. NE, Suite 1000 Albuquerque, NM 87111 James Lyons	<b>CONTACT NAME:</b> RJ Dean & Associates		
	<b>PHONE (A/C, No, Ext):</b> 505-822-8114	<b>FAX (A/C, No):</b> 505-822-0341	
	<b>E-MAIL ADDRESS:</b> ehughes@cressinsurance.com		
<b>INSURED</b> Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers P&C of America		
	<b>INSURER B:</b> New Mexico Assurance Co		
	<b>INSURER C:</b> XL Specialty Insurance		37885
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6805H773115	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA6811L598	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP7910Y754	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	64411.110	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liab</b>		DPR9920454	12/31/2017	12/31/2018	Ea Claim 2,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Santa Fe Airport On Call Engineering

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  
PO Box 909  
Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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