

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, SEPTEMBER 12, 2016 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

Call to Order: The meeting was called to order by Mayor Campos at 5:30 p.m.

Present and answering roll call: Commissioner Trujillo, Commissioner Butcher, Commissioner Sanchez, Commissioner Gandy, and Mayor Campos

Also Present: City Manager James Williams, City Attorney Patrick McMahon, Chief of Police David Rodriguez, Chief of Fire Terrance Lizardo, Public Works Director Wyatt Duncan, Finance Director Gary Chapman, and Administrative Assistant Anna Juarez

Invocation: Commissioner Butcher gave the invocation.

Pledge of Allegiance: Commissioner Butcher led the pledge.

Approval of Agenda: Mayor Campos called for a motion. Commissioner Sanchez so moved to approve the agenda; Commissioner Trujillo seconded. Motion carried unanimously.

Approval of the Regular Meeting Minutes of August 22, 2016: Mayor Campos called for a motion. Commissioner Trujillo so moved to approve the regular meeting minutes of August 22, 2016; Commissioner Butcher seconded. Motion carried unanimously.

COMMISSIONER AND STAFF REPORTS:

- Finance Director Chapman updated Commissioners on Tyler Technologies scheduled date to go live on September 21, 2016. Finance Director Chapman informed Commissioners of Incode situations which have arisen. City Manager stated there has not been a breach of contract; just frustrating with the amount of work that Staff needs to do. Finance Director and Commissioners discussed challenges for data request, Incode's features, web base system, and amending contract.
- Commissioner Butcher thanked Staff for the bigger font on agenda
- Mayor Campos stated he enjoyed the 1st Responders event; it was fun and great to watch.
- Commissioner Gandy reported street light out on 13th and Yucca Drive.
- Chief of Police Rodriguez and Fire Chief Lizardo thanked Chamber Director RaeLynn for the 1st Responders Event; it was awesome.
- City Manager Williams reminded Commissioners of City Hall closure for the Tyler Technology software upgrade on September 22 & 23, 2016.

PUBLIC COMMENT:

Betty Price asked when the City will get the potholes fixed from 13th and 17th street; Public Works Director Duncan informed Mrs. Price that the Street Department is currently working on potholes; CDBG funds, which the City did receive, will help fund the reconstruction of 13th Street and 17th Street.

NON-ACTION ITEMS:

Proclamation 201603 - General Aviation Month: Mayor Campos read Proclamation for the General Aviation Appreciation Month.

ACTION ITEMS:

Consider Resolution 2016-82: 2018 – 2022 ICIP Approval: Mayor Campos called for a motion. Commissioner Gandy so moved to consider Resolution 2016-82: 2018 – 2022 ICIP Approval; Commissioner Trujillo seconded. City Manager Williams stated this resolution is a required document which will provide approval for the 2018-2022 Infrastructure Capital Improvement Plan. City Manager Williams stated two public meetings were conducted on August 14 and August 29, 2016 and no public comment was received. City Manager Williams explained the list of projects and programs compiled by the staff, including the “Top 5” priorities for the upcoming year:

1. North Commercial Street Bypass
2. Lovington Sport Plex
3. Industrial Park/Infrastructure Expansion
4. Aerial Fire Apparatus
5. Police Department Firing Range

City Manager Williams stated a tab for ICIP list will be posted on the City website, if list is approved as is. There being no further discussion; motion carried unanimously.

Consider Resolution 2016-83: Approval of Capital Outlay Agreement 16-A2269-STB – Radio Read Water Meters naming Official Representatives and Granting Administrative Authority: Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-83: Approval of Capital Outlay Agreement 16-A2269-STB – Radio Read Water Meters naming Official Representatives and Granting Administrative Authority; Commissioner Gandy seconded. City Manager Williams stated resolution will approve the official representatives and grant administrative authority for Capital Outlay Project A2269, Radio Read Water Meters for the amount of \$220,000; resolution is presented in the required format by the State. City Manager James Williams and Mayor Paul Campos are named as Official Representatives and Dora Batista of SENMEDD is named as the Fiscal Agent. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution 2016-84: Approval of Capital Outlay Agreement 16-A4045-STB – Wells and Water System Improvements naming Official Representatives and Granting Administrative Authority: Mayor Campos called for a motion. Commissioner Butcher so moved to consider Resolution 2016-84: Approval of Capital Outlay Agreement 16-

A4045-STB – Wells and Water System Improvements naming Official Representatives and Granting Administrative Authority; Commissioner Sanchez seconded. City Manager Williams addressed Commissioners of Resolution 2016-84 which will name the Official Representatives and grant administrative authority to the COG for Capital Outlay Appropriation 16-A4045 – Water Wells and Water System Improvements for the amount of \$100,000; resolution is presented in the required format. City Manager James Williams and Mayor Paul Campos are named as Official Representatives and Dora Batista of SENMEDD is named as the Fiscal Agent. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution 2016-85: MOU between City of Lovington and SENEDD/COG for fiscal agent services for Capital Outlay agreement 16-A4045: Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-85: MOU between City of Lovington and SENMEDD/COG for fiscal agent services for Capital Outlay agreement 16-A4045; Commissioner Sanchez seconded. City Manager Williams addressed Commissioners of Resolution 2016-85 which will authorize the execution of an MOU between the City and the SENMEDD/COG for fiscal agent services in relation to the Water Well and Water System grant; requirement from the New Mexico Environment Department. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution 2016-86: Approval of Capital Outlay Agreement 16-A2447 – Evidence Storage and Impound Facility naming Official Representatives and Granting Administrative Authority: Mayor Campos called for a motion. Commissioner Gandy so moved to consider Resolution 2016-86: Approval of Capital Outlay Agreement 16-A2447 – Evidence Storage and Impound Facility naming Official Representatives and Granting Administrative Authority; Commissioner Butcher seconded. City Manager Williams informed Commissioners of \$150,000 grant funding for the Evidence Storage Facility to help complete project; Resolution 2016-86 will name Official Representatives and grant administrative authority to the COG for Grant A2447 – Evidence Storage and Impound Facility; resolution is presented in the State approved format. City Manager Williams stated once agreement is signed, the City can install security fencing, complete the dirt work, and construct garage for seized/impound vehicles. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution 2016-87: Community Health and Wellness Center Advisory Committee appointments: Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Mayor Paul Campos to the Resolution 2016-87: Community Health and Wellness Center Advisory Committee appointments; Commissioner Sanchez seconded. Commissioner Gandy stepped down from committee due to timing of meetings. City Manager Williams volunteered to be added to the advisory committee. Commissioner Trujillo amended motion to appoint Mayor Paul Campos and City Manager James Williams to the Community Health and Wellness Center Advisory

Committee; Commissioner Sanchez seconded. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution 2016-88: Transfer of surplus equipment to the Town of Tatum: Mayor Campos called for a motion. Commissioner Sanchez so moved to consider Resolution 2016-88: Transfer of surplus equipment to the Town of Tatum; Commissioner Trujillo seconded. Fire Chief Lizardo addressed Commissioners of the surplus radios from the P25 upgrade the old radios were only Phase I upgradable. The Town of Tatum Fire Department has expressed interest in this surplus equipment, as it can still be utilized until the Phase II of the P25 upgrades; this transfer will include 10 handheld radios. This Resolution will authorize the disposal of the assets by transfer to the Town of Tatum. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Consider Resolution for school zone signage at 4th and Avenue E: Mayor Campos called for a motion. Commissioner Gandy so moved to consider Resolution for school zone signage at 4th and Avenue E; Commissioner Butcher seconded. City Manager Williams stated Staff was contacted by resident in area of 4th and Avenue E with concerns with traffic control measures to be taken by a privately run daycare center. City Manager Williams stated Police Department did a speed study using a radio trailer; after evaluation Staff's recommendation is to establish a school zone. City Manager Williams stated following MUTC recommendations that a school zone be established within 200 feet of the school and the Planning and Zoning Board recommended approval, with the speed limit being 20 mph while children are present and have end of school zone markers. Chief of Police Rodriguez stated there are a lot of vehicles going through this area, more than anticipated; the highest speed was 40 mph later in the evenings. Commissioner Trujillo asked if crosswalks would be added; City Manager Williams stated no, it was not one of the recommendations. City Manager Williams stated a request could be sent to the State for the day care on Avenue D, since it is on a State highway; Commissioner Gandy stated let's try to extend it to bring it up to same code as the other daycares. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously to approve Resolution 2016-89 for school zone signage at 4th and Avenue E.

Consider Approval of Accounts Payable: Mayor Campos called for a motion. Commissioner Sanchez so moved to approve the accounts payable; Commissioner Trujillo second. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

Commissioner Trujillo thanked Ron and Marla Price for the coffee mugs.

CLOSED SESSION:

At 6:03 p.m., Commissioner Trujillo moved to adjourn Regular Session and convene in Closed Session Pursuant to Section 10-15-1 NMSA 1978, Subsection H-8, regarding the

purchase, acquisition, or disposition of real property – potential purchase of property of property for economic development and quality of life, status of City owned lease property; Subsection H-2, regarding limited personnel matters – employee resignation or termination. Commissioner Sanchez seconded and a roll call vote was taken: Commissioner Sanchez - Yes; Commissioner Butcher - Yes; Commissioner Trujillo - Yes; Commissioner Gandy – Yes, and Mayor Campos - Yes.

At 6:23 p.m., Commissioner Gandy so moved to adjourn Closed Session and reconvene in Regular Session stating that matters discussed were limited only to those specified in the motion and no action was taken. Commissioner Trujillo seconded and a roll call vote was taken: Commissioner Gandy – Yes; Commissioner Trujillo - Yes; Commissioner Butcher - Yes; Commissioner Sanchez – Yes; and Mayor Campos - Yes.

ADJOURNMENT: There being no further business, Mayor Campos adjourned the meeting at 6:24 p.m.

APPROVED: _____
PAUL CAMPOS, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: September 26, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Ordinance 548: Weed Ordinance Amendments
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: September 26, 2016

STAFF SUMMARY:

Ordinance 548 has been advertised as required and is ready for final Commission approval and adoption. This ordinance will amend the weed and grass control section of the LMC, to include the following:

- Require that sidewalks, curbs, and gutters be kept clear of all grass, weeds, dirt, or debris.
- Allow for citations to be immediately issued for weeds or grass that exceed 15 inches in height, without requiring a ten day written warning.
- All for repeat offenses to be issued an immediate citation, without requiring a ten day written warning

FISCAL IMPACT:

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Ordinance 548 - red line version

RECOMMENDATION:

Motion to adopt Ordinance 548

Department Head

James R. Williams

City Manager

ORDINANCE NO. 548

AN ORDINANCE OF THE CITY OF LOVINGTON, NEW MEXICO, AMENDING TITLE 8 HEALTH AND SAFETY, CHAPTER 8.16 GARBAGE, REFUSE, WEEDS AND LITTER, ARTICLE III WEEDS AND GRASS OF THE LOVINGTON MUNICIPAL CODE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO THAT TITLE 8, CHAPTER 8.16, ARTICLE III BE AND HEREBY IS AMENDED AS FOLLOWS:

8.16.130 Property owner responsible for weed and grass control.

Any owner, lessee or occupant or agent, servant, representative or employee of an owner, lessee or occupant having control of any lot within the city who shall allow or maintain on any such lot any growth of weeds or grass to a height of over ten inches shall be deemed maintaining a nuisance. This includes the area located between the property line and the middle of the alley adjacent to the property, and the area located between the property line and the curb, the area of any curbs or sidewalks located on the property, and the area located ten feet outside the property line where there is no curb. **Sidewalks, curbs, and gutters shall be kept clear of any grass or weeds regardless of height, dirt, or debris.**

8.16.130 Notice to owner, lessee or occupant

If the provisions of Section [8.16.130](#) are not complied with, the City Manager or his or her authorized representative, shall notify the owner, lessee or occupant, or person having charge or control of any occupied or unoccupied lot or tract of land, of the non-compliance with the provisions of this chapter by the issuance of a ten-day written warning. In the event such owner, lessee or occupant, or any person having charge or control of such lot or tract of land, cannot be determined or the owner shall be a nonresident of the city, such notice may be served by posting a copy of the written notice upon the premises, with a copy mailed by certified letter to the last known address of the owner. A citation ~~of~~ citations may be issued for violations remaining after the expiration of the warning of the period. **In the event that weeds or grass exceed fifteen (15) inches in height, a citation of the violation may be immediately issued. The same owner, lessee or occupant, or any person having charge or control of a lot or tract of land that repeats the same violation may be immediately issued a citation for the non-compliance with the provisions of this chapter.**

PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2016

CITY OF LOVINGTON

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: September 26, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-90: NMFA Planning Grant Application
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: September 14, 2016

STAFF SUMMARY:

Resolution 2016-90 will authorize the application to the New Mexico Finance Authority for a planning grant to develop the Industrial Park Master and Infrastructure Plan. This \$50,000 grant will be matched with \$50,000 in LEDA funding.

The plan will address site sizes, customer bases, street and road network, as well as water, sewer, and electrical needs. In addition, engineer estimates will be provided for the cost of installing the identified infrastructure.

FISCAL IMPACT:

\$50,000 from LEDA

REVIEWED BY: Gary Lee Chapman
Finance Director

ATTACHMENTS:

Resolution 2016-90
NMFA Grant Application

RECOMMENDATION:

Motion to approve Resolution 2016-90

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION NO. 2016-90

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR
FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the City of Lovington (the "Governmental Unit") is a duly organized municipality created and formed pursuant to NMSA 1978 and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the Mayor and City Commission of the Governmental Unit (the "Governing Body") desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop an industrial park infrastructure and master plan for the City of Lovington, New Mexico ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document [in whole/in part] with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2016.

City of Lovington

Paul Campos, Mayor

(Seal)

ATTEST:

Carol Ann Hogue, City Clerk

NMFA Use Only:	
App. #:	-PG
LO assigned:	

NEW MEXICO FINANCE AUTHORITY
LOCAL GOVERNMENT PLANNING FUND APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:	
--------------------------	--

Applicant/Entity:	City of Lovington		
Address:	214 S. Love St., Lovington, NM 88260		
County	Lea	Census Tract:	3502
Federal Employer Identification Number (EIN) as issued by the IRS:		85-6000604	
Legislative District: 2	Senate: 41, 42	House:	61, 62, 66
Phone: 575-396-2884	Fax: 575-396-6328	Email Address:	jwilliams@lovington.org
Individual Completing Application:	James R. Williams		
Address:	214 S. Love St., Lovington, NM 88260		
Phone: 575-396-2884	Fax: 575-396-6328	Email Address:	jwilliams@lovington.org

B. CONSULTING PROFESSIONALS (Legal Counsel, Architect, Engineer, Planner etc.), if available:

Firm:			
Contact:			
Address:			
Phone:	Fax:	Email Address:	

C. PRIMARY CONTACT PERSON:

Name:	James R. Williams		
Contact:	City Manager		
Address:	214 S. Love St., Lovington, NM 88260		
Phone: 575-396-2884	Fax: 575-396-6328	Email Address:	jwilliams@lovington.org

D. Organizational Readiness-to-proceed (Municipalities & Counties Skip to II)

1. Are you formally organized? Yes No

2. Do you have formally adopted by-laws? Yes No

If yes, please provide a copy.

3. Are you incorporated? Yes No

If yes, please provide a copy of your Articles of Incorporation.

4. Do you have regular board meetings? Yes No

If yes, please identify when and how often.

5. Do you keep formalized records of your Board meetings? Yes No

6. Do you have written Board rules and regulations? Yes No

If yes, please provide a copy.

II. PROJECT SUMMARY

A. Project Description. Complete the following information, use additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Type of Project

- Preliminary Engineering Report (PER)
- Environmental Information Document
- Local Economic Development Act plan & Comprehensive Economic Development plan
- Water Conservation Plan
- Comprehensive Plan
- Infrastructure Plan for project identified on the ICIP
- Economic Development Feasibility Study
- Asset Management Plan
- Water Master Plan
- Wastewater Master Plan
- Energy Audit

2. Please include a detailed description of the scope of the proposed plan to be funded. Attach additional pages as needed.

Please see attached

B. Sources of Funding

NMFA Planning Funds Requested \$50,000

Non-NMFA Funds (specify source & terms) \$50,000 local economic development funds

III. Water & Wastewater System Rates & Information (if applicable)

- A. 1. List the current residential water or wastewater;

	Wastewater Rate per 6000 Gallons	Water Rate per 6,000 Gallons	Last Adjusted
Residential			
I			

- . Is the water system metered? Yes No

If yes, what percentage? _____

3. Is the wastewater system metered? Yes No

If yes, what percentage? _____

4. How many connections? _____

5. How many certified operators? _____

IV. READINESS TO PROCEED ITEMS

- A. **The following items must accompany this application in order for this application to be considered complete:**

- Map of service area, including census tract information
- 3 years of most recently completed fiscal year audit reports or unaudited financials
- Current unaudited financials
- Current fiscal year budget
- NMFA Application Resolution
- By-laws (if applicable)

- Articles of incorporation (if applicable)
- Board rules and regulations (if applicable)
- Open Meetings Act Resolution
- Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- Joint Powers Agreement (if applicable)
- Administrative Order (if applicable)

Please Note: All water and wastewater planning documents must conform to Rural Utilities Services (RUS) Guidelines which is available from NMFA upon request. The scope and writer of any economic development feasibility study must be approved in advance by the Economic Development Department. A copy of any final report must be submitted to and accepted by the NMFA prior to disbursement of NMFA funds. NMFA may consult with the Departments of Environment, Economic Development or Finance & Administration in determining acceptability of any report.

V. CERTIFICATION

I certify that:

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

(highest elected official)

Title:

Mayor

Jurisdiction:

City of Lovington

Print Name:

Paul Campos

Date:

Signature:

Date:

Finance Officer/Director:

Gary Chapman

City of Lovington Industrial Park Infrastructure and Master Plan

The City of Lovington currently owns 640 acres of undeveloped land in the southern portion of the City limits and has for decades referred to it as its Industrial park. Over the past several years, the City leadership has demonstrated more progressive and proactive thinking in terms of economic development and industrial expansion. A significant portion of our communities moving forward with the Lovington Industrial Park is to conduct a master plan of the park and identify the infrastructure needed to support this area.

To assist staff with the development of the industrial park and its associated infrastructure, the City Commission desires to hire a consultant that specializes in industrial park and infrastructure master planning. The consultant will be responsible for the following elements of the plan:

- Identify and evaluate existing land use within the Industrial Park.
- Analysis of critical infrastructure needs to spur development of the Industrial Park.
- Provide a transportation plan to include roadway and railroad access.
- Provide cost estimates and phasing recommendations of infrastructure.
- Identify lot sizes that should be made available.
- Evaluation of existing land and potential site uses.

All plan elements will be supported with data and visual aids, such as tables, charts, and photographs.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: September 26, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-91: Fire Station Design Contract
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: September 15, 2016

STAFF SUMMARY:

Resolution 2016-91 will authorize the Mayor and the City Manager to execute the fire station planning and design contract and other required documents between the City and WDG Architects. As this portion of the project is utilizing Capital Outlay appropriations, the contract has been reviewed and approved by our fiscal agent and the NM DFA.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

Architect Basic Services - 6.75% of construction cost.

Initial budget estimate is at least \$2,000,000. These services will cost approximately \$135,000 plus NMGRT.

ATTACHMENTS:

Resolution 2016-91
WDG Agreement

RECOMMENDATION:

Motion to approve Resolution 2016-91

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION NO. 2016-91

**AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND
CONTRACTOR FOR FIRE STATION ENGINEERING**

WHEREAS, the City has identified the need for an additional fire station to decrease response time and increase the safety of the citizens it protects; and

WHEREAS, an additional fire station has been listed on the City ICIP; and

WHEREAS, an additional fire station will allow for an increase in annual grant funding that will allow for a decrease in operational expenses from the General Fund; and

WHEREAS, the City had budgeted funds for the planning and design of the new fire station from a combination of Capital Outlay appropriations and Capital Improvement Funds; and

WHEREAS, the 17th Street location has been approved by the State Fire Marshal and deemed to be in the best interests of the City of Lovington; and

WHEREAS, the design for the new facility was awarded to WDG Architects.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission authorizes the Mayor and City Manager to execute all contracts and required documents with WDG Architects to begin the planning and design of the 17th Street Fire Station.

DONE THIS 26TH DAY OF SEPTEMBER, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Sixth day of September in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lovington
214 S. Love Street
Lovington, NM 88260

and the Architect:
(Name, legal status, address and other information)

WDG Architects (Williams Design Group, Inc.)
1014 S. Main Street, Suite A
Las Cruces, NM 88005

for the following Project:
(Name, location and detailed description)

17th Street Fire Station Engineering & Design
North 17th Street, approximately 0.25 miles north of Polk Street, Lovington, New Mexico
Architectural and Engineering Design Professional services: programming, design, construction documents, bidding, construction administration, and project startup phase services for a new fire station configured to house at least 4 to 6 fire and EMS apparatus, training room, office, living quarters for at least 6 personnel, and all other associated infrastructure needed for a fully functioning staffed fire station.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined

.2 Substantial Completion date:

To Be Determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	\$1,000,000/\$2,000,000
.2	Automobile Liability	\$1,000,000
.3	Workers' Compensation	\$100,000/\$500,000
.4	Professional Liability	\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

Init.

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Init.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

Init.

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™-2009)	Architect	Section 4.2.1
§ 4.1.2 Multiple preliminary designs	Architect	Section 4.2.2
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	

§ 4.1.5	Site Evaluation and Planning	Architect	In Basic Services
§ 4.1.6	Building Information Modeling	Architect	In Basic Services
§ 4.1.7	Civil engineering	Architect	In Basic Services
§ 4.1.8	Landscape design	Architect	In Basic Services
§ 4.1.9	Architectural Interior Design	Architect	In Basic Services
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	In Basic Services
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	In Basic Services
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Owner	
§ 4.1.20	Telecommunications/data design	Architect	In Basic Services
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Architect	In Basic Services
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	
	Post Occupancy Project Startup Assistance	Architect	Section 4.2.4

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

4.2.1 Programming: Analyze the type, number and designated needs of each space both interior and exterior. Identify spatial and functional adjacencies—the priorities for which spaces and functions need to be near or connected to which other spaces or functions. Conduct a survey of each space to identify size, finish quality, equipment, furnishings, technology, data, light, power, and other space needs. Compile the information gathered into a comprehensive document for the Owner’s review and the Architect’s use in design.

4.2.2 Multiple Preliminary Designs

4.2.3 Post-Occupancy Project Startup Assistance

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

Init.

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Biweekly () visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

Init.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

Init.

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Init.

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

6.75% of estimated construction cost. Initial budget estimate is at least \$2,000,000. After the Schematic Design is approved by the Owner, the Architect's Basic Services Fee shall be adjusted according to the Architect's opinion of probable cost at that time and fixed. $6.75\% \times \$2,000,000 = \$135,000.00$ plus tax (currently 8.3125%).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

11.2.1 Programming @ 1% of estimated construction cost = \$20,000.00

11.2.2 Multiple Preliminary Designs @ \$8,000.00

11.2.3 Post-Occupancy Project Startup Assistance @ \$7,500.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At the Architect's hourly rates listed in 11.7 or as negotiated between the Architect and the Owner. Changes in the project scope requested by the Owner after Schematic Design approval that affect the construction cost estimate shall result in additional compensation to the Architect at the rate of 6.75% of the additional construction cost determined at each construction cost estimate following the Schematic Design estimate and be fixed at the final construction cost estimate.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve percent (12 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	thirty-five	percent (	35	%)
Construction Documents Phase	thirty	percent (	30	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	fifteen	percent (	15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal Architect	\$195.00 per hour
Project Architect	\$125.00 per hour
Project Manager	\$110.00 per hour
Interior Designer	\$75.00 per hour
Intern/Drafter/Clerical	\$60.00 per hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twelve percent (12 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

Init.

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

2% of final construction cost.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of five thousand dollars (\$ 5,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % of the unpaid monthly balance

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT


(Signature)
David W. Clarke President

(Printed name and title)

Additions and Deletions Report for **AIA[®] Document B101[™] – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:53:31 on 09/15/2016.

PAGE 1

AGREEMENT made as of the Twenty Sixth day of September in the year Two Thousand Sixteen

...

City of Lovington
214 S. Love Street
Lovington, NM 88260

...

WDG Architects (Williams Design Group, Inc.)
1014 S. Main Street, Suite A
Las Cruces, NM 88005

...

17th Street Fire Station Engineering & Design
North 17th Street, approximately 0.25 miles north of Polk Street, Lovington, New Mexico
Architectural and Engineering Design Professional services: programming, design, construction documents, bidding, construction administration, and project startup phase services for a new fire station configured to house at least 4 to 6 fire and EMS apparatus, training room, office, living quarters for at least 6 personnel, and all other associated infrastructure needed for a fully functioning staffed fire station.

PAGE 2

To Be Determined

...

To Be Determined

PAGE 3

\$1,000,000/\$2,000,000

...

\$1,000,000

...

\$100,000/\$500,000

...

\$1,000,000

PAGE 8

§ 4.1.1	Programming (B202™-2009)	Architect	Section 4.2.1
§ 4.1.2	Multiple preliminary designs	Architect	Section 4.2.2
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Architect	In Basic Services
§ 4.1.6	Building Information Modeling (E202™-2008)	Architect	In Basic Services
§ 4.1.7	Civil engineering	Architect	In Basic Services
§ 4.1.8	Landscape design	Architect	In Basic Services
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	In Basic Services
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	In Basic Services
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	In Basic Services
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Architect	In Basic Services
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Architect	In Basic Services
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	
	Post Occupancy Project Startup Assistance	Architect	Section 4.2.4

PAGE 9

4.2.1 Programming: Analyze the type, number and designated needs of each space both interior and exterior. Identify spatial and functional adjacencies—the priorities for which spaces and functions need to be near or connected to which other spaces or functions. Conduct a survey of each space to identify size, finish quality, equipment, furnishings, technology, data, light, power, and other space needs. Compile the information gathered into a comprehensive document for the Owner's review and the Architect's use in design.

4.2.2 Multiple Preliminary Designs

4.2.3 Post-Occupancy Project Startup Assistance

PAGE 10

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Biweekly () visits to the site by the Architect over the duration of the Project during construction

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 16

6.75% of estimated construction cost. Initial budget estimate is at least \$2,000,000. After the Schematic Design is approved by the Owner, the Architect's Basic Services Fee shall be adjusted according to the Architect's opinion of probable cost at that time and fixed. 6.75% x \$2,000,000 = \$135,000.00 plus tax (currently 8.3125%).

...

- 11.2.1 Programming @ 1% of estimated construction cost = \$20,000.00
- 11.2.2 Multiple Preliminary Designs @ \$8,000.00
- 11.2.3 Post-Occupancy Project Startup Assistance @ \$7,500.00

...

At the Architect's hourly rates listed in 11.7 or as negotiated between the Architect and the Owner. Changes in the project scope requested by the Owner after Schematic Design approval that affect the construction cost estimate shall result in additional compensation to the Architect at the rate of 6.75% of the additional construction cost determined at each construction cost estimate following the Schematic Design estimate and be fixed at the final construction cost estimate.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve percent (12 %), or as otherwise stated below:

PAGE 17

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>)	%)
Design Development Phase	<u>thirty-five</u>	percent (	<u>35</u>)	%)
Construction Documents Phase	<u>thirty</u>	percent (	<u>30</u>)	%)
Bidding or Negotiation Phase	<u>five</u>	percent (	<u>5</u>)	%)
Construction Phase	<u>fifteen</u>	percent (	<u>15</u>)	%)

...

<u>Principal Architect</u>	<u>\$195.00 per hour</u>
<u>Project Architect</u>	<u>\$125.00 per hour</u>
<u>Project Manager</u>	<u>\$110.00 per hour</u>
<u>Interior Designer</u>	<u>\$75.00 per hour</u>
<u>Intern/Drafter/Clerical</u>	<u>\$60.00 per hour</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twelve percent (12 %) of the expenses incurred.

PAGE 18

2% of final construction cost.

...

§ 11.10.1 An initial payment of five thousand dollars (\$ 5,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % of the unpaid monthly balance

...



David W. Clarke President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, David W. Clarke, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:53:31 on 09/15/2016 under Order No. 6049134158_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

9/26/2016

(Dated)

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: September 26, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-92: Ambulance Tariff
DEPARTMENT: Fire Department
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: September 15, 2016

STAFF SUMMARY:

Resolution 2016-92 will authorize the implementation of new ambulance tariff rates effective October 1, 2016. The last rate increase was approximately 7 years ago.

Adoption of this tariff is necessary to ensure that the maximum insurance reimbursement is received for ambulance care and transport. The rates will become effective statewide on October 1, 2016.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

22% increase in billing rates.

ATTACHMENTS:

Resolution 2016-92
Exhibit A
Comparison of rates

RECOMMENDATION:

Motion to approve Resolution 2016-92

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION NO. 2016-92

**A RESOLUTION ADOPTING THE NEW MEXICO PUBLIC REGULATION COMMISSION
STATEWIDE AMBULANCE TARIFF RATES EFFECTIVE OCTOBER 1, 2016**

WHEREAS, the staff of the Transportation Division petitioned the Public Regulation Commission for an increase to the Statewide Ambulance Tariff on March 24, 2016; and

WHEREAS, the last increase in the statewide ambulance tariff was approximately seven years ago and since that time the costs of operating an ambulance service have increased; and

WHEREAS, a public hearing was conducted in Santa Fe on August 24, 2016 at which time individuals testified in support of an increase and no testimony was provided being against an increase; and

WHEREAS, the Public Regulation Commission found that the proposed new Statewide Ambulance Tariff rates are just, reasonable, and non-predatory and in the interest of the public should be adopted effective October 1, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission adopts the Statewide Ambulance Tariff (Exhibit A), attached hereto for reference, effective October 1, 2016.

DONE THIS 26TH DAY OF SEPTEMBER, 2016 at

City of Lovington
New Mexico

Paul Campos, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

**Exhibit A - New Mexico Public Regulation
Transportation Division
Statewide Ambulance Tariff
Rates effective October 1, 2016**

BASIC LIFE SUPPORT (BLS) NON-EMERGENCY	NEW
Applies when non-emergency BLS transportation, assessment or intervention is provided by licensed Emergency Medical Technicians.	
Assessment or intervention, with transport	\$355.00
Per patient mile	\$12.75
BASIC LIFE SUPPORT (BLS) EMERGENCY	
Applies when emergency (immediate response made to 911 or equivalent call) BLS transportation, intervention, or assessment is provided by licensed Emergency Medical Technician.	
Assessment or intervention, with transport	\$512.00
Per patient mile	\$12.75
ADVANCED LIFE SUPPORT LEVEL 1 (ALS1) NON- EMERGENCY	
Applies when non-emergency ALS assessment or at least one ALS intervention is provided by licensed Emergency Medical Technician/ Intermediate or an Emergency Medical Technician/Paramedic	
Assessment or intervention, with transport	\$385.00
Per patient mile	\$12.75
ADVANCED LIFE SUPPORT LEVEL 1 (ALS1) EMERGENCY	
Applies when emergency (immediate response to a 911 or equivalent call) ALS assessment or at least one ALS intervention is provided by a licensed Emergency Medical Technician/ Intermediate or a licensed Emergency Medical Technician/Paramedic.	
Assessment or intervention, with transport	\$607.00
Per patient mile	\$12.75
ADVANCED LIFE SUPPORT LEVEL 2	
Applies when as a result of emergency ⁵ at least three different ALS medications by intravenous push/bolus or by continuous infusion ⁶ are administered or; when the same ALS medication is administered three times or; when one or more of the following ALS procedures are provided: manual defibrillation/cardioversion, endotracheal intubation, central venous line, pacing, chest decompression, surgical airway, advanced invasive airway, or intraosseous access.	
Medication administration or provision of procedure, with transport	\$878.00
Per patient mile	\$12.75

⁵ (immediate response made to a 911 or equivalent call)

⁶ (excluding crystalloid, hypotonic, isotonic hypertonic solutions, oxygen and aspirin)

SPECIALTY CARE TRANSPORT (SCT)

Applies when a level of inter-facility transportation of a critically injured or ill patient at a level of service beyond the scope of practice for Emergency Medical Technician - Intermediates or Emergency Medical Technician - Paramedics, is provided.

Transport **\$975.00**
Per patient mile **\$12.75**

**PATIENT EVALUATION (EMERGENCY RESPONSE
NO TRANSPORT)**

Applies when emergency services (immediate response made to a 911 or equivalent call) are provided by certified Emergency Medical First Responder.

Charge **\$136.00**

**DEDICATED STAND-BY CHARGES (PER AMBULANCE AND
TWO PERSONNEL)**

Applies when emergency medical service is provided for an event such as a football game or county fair where the potential for illness or injury exists.

First Hour or any portion thereof **\$145.00**

Second Whole Hour and any whole hour thereafter **\$108.00**

Fifteen (15) minute increments after first hour **\$22.00**

Ambulance Tariff Comparison

	Current Tariff	New Tariff	Percent Change
Basic Life Support - Non-Emergency	\$ 289.00	\$ 355.00	22.84%
Per patient mile	\$ 10.40	\$ 12.75	22.60%
Basic Life Support - Emergency	\$ 417.00	\$ 512.00	22.78%
Per patient mile	\$ 10.40	\$ 12.75	22.60%
Advanced Life Support - Level 1	\$ 313.00	\$ 385.00	23.00%
Per patient mile	\$ 10.40	\$ 12.75	22.60%
Advanced Life Support - Level 2	\$ 494.00	\$ 607.00	22.87%
Per patient mile	\$ 10.40	\$ 12.75	22.60%
Specialty Care Transport	\$ 715.00	\$ 975.00	36.36%
Per patient mile	\$ 10.40	\$ 12.75	22.60%
Patient Evaluation - No transport	\$ 111.00	\$ 136.00	22.52%
Dedicated Stand-by			
1st hour or any portion thereof	\$ 118.00	\$ 145.00	22.88%
2nd whole hour and any whole hour thereafter	\$ 88.00	\$ 108.00	22.73%
15 minute increments after 1st hour	\$ 22.00	\$ 22.00	0.00%

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: September 26, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2016-93: LGRF Project
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: September 19, 2016

STAFF SUMMARY:

Resolution 2016-93 will authorize a new termination date for the LGRF 17th Street Phase I agreement. After consultation with NMDOT, they suggest that we request an extension to the agreement in the event delays are experienced in regards to the proposed drainage plan. If approved, this Resolution will accompany a letter to the District II Engineer.

FISCAL IMPACT:

REVIEWED BY: Gary Lee Chapman
Finance Director

\$46,875 in grant funding will be made available for this project.

ATTACHMENTS:

Resolution 2016-93

RECOMMENDATION:

Motion to approve Resolution 2016-93

Department Head

James R. Williams
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON
LEA COUNTY, NEW MEXICO**

RESOLUTION NO. 2016-93

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Lovington and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$62,500.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$46,875.00

and

b. (ENTITY NAME)'s proportional matching share shall be 25% or \$15,625.00

TOTAL PROJECT COST IS \$62,500

City of Lovington shall pay all costs, which exceed the total amount of \$62,500.00

NOW, THEREFORE, BE IT RESOLVED in official session that City of Lovington determines, resolves, and orders as follows:

1. That the project for this Cooperative agreement is adopted and has a priority standing.
2. The agreement terminates on December 31, 2017 and the City of Lovington 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 the written agreement.

FURTHERMORE, BE IT RESOLVED by the City of Lovington to enter into Cooperative Agreement Project Number SP-2-16(919), Control Number L200280 with the New Mexico Department of Transportation for LGRF Project for year 2015 - 2016 to plan, design, construct, provide for pavement rehabilitation/improvements, blading & shaping, and drainage improvements for North 17th St beginning at the intersection of 17th Street and West Avenue D and ending at 17th Street and West Jefferson within the control of the City of Lovington in Lea County, New Mexico.

DONE THIS 26TH DAY OF SEPTEMBER, 2016 at

City of Lovington
New Mexico

ATTEST:

Paul Campos, Mayor

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: September 26, 2016

RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Gary Lee Chapman, Finance Director
DATE SUBMITTED: September 21, 2016

STAFF SUMMARY:

The Finance Department has prepared the Accounts Payable for Commission review and approval.

FISCAL IMPACT:

See Accounts Payable detail

REVIEWED BY: _____
Finance Director

ATTACHMENTS:

Accounts Payable detail

RECOMMENDATION:

Motion to approve Accounts Payable

Department Head

James R. Williams

City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 9/1/2016 Through 9/30/2016

Vendor Name	Dept Code	Current Balance
Albuquerque Publishing Co.		336.00
AlSCO		466.27
America Supply, LLC		409.30
American Library Sales		836.83
American Transmission		600.00
Artesia Fire Equipment		3,854.79
Atco International		2,835.00
Benchmark		89.42
Blaine Industrial Supply		374.52
Bob's Thriftway		1,102.77
Bound Tree Medical, LLC		986.93
Bruce's Pest Control		484.00
C & S Motor Parts Co.		64.80
C E S		2,125.65
California Cont. Supplies, Inc		689.87
Cardinal Laboratories		117.49
Casco Industries		178.00
Center Point Large Print		41.34
Certified Laboratories		1,439.54
Copies, Inc.		458.99
Cowboys Corner		31.95
Culligan Water Conditioning		24.50
Dana Kepner Co.		7.98
Diamond Lake Book Co.		85.75
Ditch Witch Sales & Service		178.43
DPC Industries Inc.		180.00
Elaine Vigil		149.47
Farmer Brothers Company		126.01
Forrest Tire Co.		397.12
Gale/Cengage Learning		196.41
Galls/Quartermaster		53.06

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 9/1/2016 Through 9/30/2016

Gebo Credit Corporation	19.99
General Welding Supply	317.50
Haarmeyer Electric	1,087.54
Hennighausen & Olsen, L.L.P.	516.00
Higginbotham-Bartlett Co.	1,870.00
Hobbs News-Sun	518.67
Hospital Services Corporation	83.70
Jones & Bartlett Learning LLC	386.50
Larry Mahan's Paint & Body	760.49
Lea County Treasurer	2,947.50
Lovington Auto Supply	3,994.47
Lovington Leader	85.80
Lovington Tire Service, Inc.	31.66
Marker Services, LLC	564.27
Michael's Prescription Corner	1,675.08
Mid-American Research Chemical	979.60
New Mexico Municipal League	750.00
New Mexico Self Insurers Fund	157,539.00
NM Compilation Commission	350.75
Odessa Pumps & Equipment	279.00
Overhead Door Co.	504.26
Ovivo Usa, LLC	1,871.51
Pavement Sealants & Supply Inc	1,392.64
Polydyne Inc.	504.00
Premier Electric	660.66
R & M Sign Design	400.00
Recorded Books LLC	134.97
Reid Insurance Group, Inc.	70.00
Roberts Oil & Lube	595.00
Sadler & Son Monument	275.00
Sage Publications Inc.	226.16
SHOPKO Hometown	255.30

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 9/1/2016 Through 9/30/2016

Solid Waste Authority	1,654.69
Southwest Polygraph	267.03
Staples Advantage	617.86
Star Welding Service	258.27
Stericycle, Inc.	3,159.16
Strong Electric	1,429.18
Sunbird Home Resort Products	217.77
SWAT, LLC	408.57
Symbol Arts	245.00
SYSCO West Texas, Inc.	1,435.23
TDS	6.71
Tom's Plumbing	1,233.38
Tyler Technologies	6,931.55
U S Food Service	408.37
Unifirst Corp.	478.52
Valentine Auto Service	442.62
Report Balance	<u>219,763.12</u>