

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 13 Ordinance/Resolution# 10-11-316A Council District: 3

For Meeting of August 16, 2010
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF LAS CRUCES AND STEVE NEWBY ARCHITECTS & ASSOCIATES, INC., FOR THE LA CASA DOMESTIC VIOLENCE SHELTER REROOFING AND HVAC/INTERIOR REMODELING PROJECT AS APPROVED BY CITY COUNCIL UNDER RESOLUTION NO., 10-11-316; AUTHORIZING AN INCREASE IN THE AMOUNT OF \$46,380.45; PLUS NEW MEXICO GROSS RECEIPTS TAX OF \$3,507.52; AND PROJECT CONTINGENCY OF \$2,320.00; FOR A TOTAL CHANGE ORDER AUTHORIZATION OF \$52,207.97.

PURPOSE(S) OF ACTION:

Execution of a change order.

Drafter and Staff Contact: Miguel Samaniego <i>Miguel Samaniego</i>		Department: Facilities/Project Mgmt. <i>[Signature]</i>		Phone: 541-2538	
Department	Signature	Phone	Department	Signature	Phone
Facilities Department	<i>LM for BD</i>	541-2651	Budget	<i>[Signature]</i>	541-2107
Other			Assistant City Manager	<i>[Signature]</i>	541-2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

City staff has engaged Steve Newby Architects & Associates, Inc., to perform reroofing and HVAC/interior remodeling design services for renovations at La Casa, Inc., with the available funds from 2007-2008 legislative appropriations, City of Las Cruces Capital Improvement Funds and La Casa, Inc. Additional funding has recently been released by the State of New Mexico Children, Youth and Family Department (CYFD), and was previously approved by City Council under Resolution No. 09-282, for the renovation of the HVAC system and replacement of necessary ducting.

The services for this project were procured under the Architectural and Engineering Services (A&E) Pricing Agreement, as approved by City Council via Resolution No. 09-277 and reauthorized under Resolution No. 10-11-316. Steve Newby Architects & Associates, Inc., of Las Cruces, NM is one of the vendors under the pricing agreement. Since the firm

(Continue on additional sheets as required)

was already under contract for the initial reroofing and HVAC/interior remodeling design, staff believes it to be in the best interest of the City and the most cost effective and efficient approach to allocate these additional services to the current vendor. The primary work to be performed under this change order will be heating, ventilation, air conditioning and electrical design; also, associated design modifications to the building walls, ceilings and roof to receive the new mechanical equipment.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A"- Purchasing Manager's Request to Contract
3. Attachment "1" - Proposed Change Order No. 1

SOURCE OF FUNDING:

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

FUND SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Facilities State Grants	40803130-852100-60912	\$52,208.00	\$635,384.00	\$583,176.00	Procure Construction Services - HVAC

OPTIONS / ALTERNATIVES:

(Continue on additional sheets as required)

1. Vote "Yes"; this will approve the Resolution, authorizing City staff to execute Change Order No. 1. This will allow the project to proceed in a timely manner, assuming funding becomes available.
2. Vote "No"; this will not approve the Resolution, denying authorizing City staff to execute Change Order No. 1. This will delay the project and potentially result in missed funding opportunities.
3. Vote to "Postpone"; direct staff to review other options. This will delay the project and potentially result in missed funding opportunities.

REFERENCE INFORMATION

The Resolution(s) and/or Ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution 09-277
2. Resolution 09-282
3. Resolution 10-11-316

RESOLUTION NO. 10-11-316A

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF LAS CRUCES AND STEVE NEWBY ARCHITECTS & ASSOCIATES, INC., FOR THE LA CASA DOMESTIC VIOLENCE SHELTER REROOFING AND HVAC/INTERIOR REMODELING PROJECT AS APPROVED BY CITY COUNCIL UNDER RESOLUTION NO., 10-11-316; AUTHORIZING AN INCREASE IN THE AMOUNT OF \$46,380.45; PLUS NEW MEXICO GROSS RECEIPTS TAX OF \$3,507.52; AND PROJECT CONTINGENCY OF \$2,320.00; FOR A TOTAL CHANGE ORDER AUTHORIZATION OF \$52,207.97.

The City Council of the City of Las Cruces is informed that:

WHEREAS, City staff engaged Steve Newby Architects & Associates, Inc., to perform design services for reroofing and HVAC/interior remodeling at the La Casa Domestic Violence Shelter; and

WHEREAS, the services for this project were procured under the Architectural and Engineering Services (A&E) Pricing Agreement; and

WHEREAS, additional funding has recently been released by the State of New Mexico Children, Youth and Family Department (CYFD), which was approved by City Council under Resolution No. 09-282, for the renovation of the HVAC system and replacement of necessary ducting; and

WHEREAS, the fee quoted in the change order includes design and construction documents, bidding, and construction contract administration; and

WHEREAS, the total change order authorization is \$52,207.97, including \$3,507.52 for NMGRT and \$2,320.00 for project contingency.

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

(I)

THAT, City staff is authorized to execute Change Order No. 1 to Steve Newby Architects & Associates Inc., for the La Casa Domestic Violence Shelter Reroofing and HVAC/Interior Remodeling Project.

(II)

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

DONE and APPROVED this _____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk
(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

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

APPROVED AS TO FORM:



City Attorney

CITY OF LAS CRUCES**PURCHASING MANAGER'S REQUEST FOR CHANGE ORDER**

For Meeting of: August 16, 2010

Resolution No.: 10-11-316A

**Change Order to Existing Contract For
La Casa Domestic Violence Shelter Reroofing And HVAC/Interior Remodeling**

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

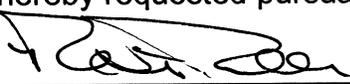
BID/RFP SOLICITATION INFORMATION:

1. Original Bid/RFP & Due Date: **RFP #06-07-197/May 10, 2007**
2. Description of Bid/RFP: **Architectural and Engineering Services**
3. Contract Award: **Resolution No. 06-07-197/May 24, 2010**
4. Contract Revision:

Previous Contract Award Amount:	\$24,416.07
Change Order Amount:	<u>\$52,207.97</u>
New Amount: (Includes Contract, Contingency, and Taxes)	\$76,624.04
5. Contractor: **Steve Newby Architects & Associates, Inc., of Las Cruces, NM**
6. Using Department: **Facilities/Project Management**
7. Contract Duration: **Until Completed**

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to change the above contract is hereby requested pursuant to **Section 24-228.**


 Purchasing Manager

 1/7/30/2010
 Date
CONFIRMATION OF FUND ENCUMBRANCE:

PURCHASE ORDER NUMBER:	11200199
------------------------	-----------------

PROJECT MANAGEMENT PARTNERS, INC.

575.525.2000 v
575.525.3278 f

snaa@zianet.com

City of Las Cruces
Term Contract for Architectural and Engineering Services
Contract Number 06-07-197 / PO# _____

May 24, 2010

PROJECT: La Casa HVAC Renovations – Refrigerated Air

SCOPE OF WORK:

I) Design, Construction Documents, Bidding & Construction Administration for:

A. HVAC Renovations: The general scope of work for the HVAC Renovations includes the items below. These items may be revised or modified to accommodate budget or design considerations.

1. Perform energy study to compare 14 SEER Rooftop units with an air source roof top Heat Pump system. Compare installation and utility costs
2. Analyze roof structure for weight of roof top units
3. Design new refrigerated air HVAC system, as directed by the City that is easy to maintain, reduces energy consumption, and provides the best life cycle cost.
4. Revise ceilings in limited areas to accommodate new ductwork
5. Develop energy control system for ease of use with maximum amount of control
6. Create Phased installation schedule, in concert with CLC and La Casa, to provide the least disturbance and relocation of clients during construction.
7. Remove current evaporative cooling units and hot water heating system and install new packaged rooftop gas heating and electric cooling rooftop units and modifications to duct work as necessary.
8. Delete boiler and baseboard radiator units; remove radiators/registers, after package units are in place and operational. Patch walls as required.

B. Electronic files of “as-built” existing conditions have been provided by CLC.

II) Time Schedule:

- A.** Out to Bid by the September 2010 (Assuming CLC approval by June 15, 2010)
- B.** Construction Complete no later than the beginning of July 2011.

III) Preliminary Budget:

- A.** \$635,384 allocated by the Children, Youth & Families Department for HVAC

IV) Architect/Engineer Proposal:

To accomplish the above specified Scope of Work we propose the following:

A. Primary Design Personnel and Consultants:

- | | |
|-------------------------------------|----------------------------|
| 1. Principal-in-Charge: | Richard Haas, A.I.A. |
| 2. Project Architect: | Ronald H. Campbell, A.I.A. |
| 3. Project Manager: | Waheed Oroyinyin |
| 4. Mechanical & Plumbing Engineers: | RBM Engineering |
| 5. Electrical Engineer: | Brian Engineering |
| 6. Structural Engineer: | Smith Engineering |

May 24, 2010

City of Las Cruces – La Casa HVAC Renovations – Refrigerated Air

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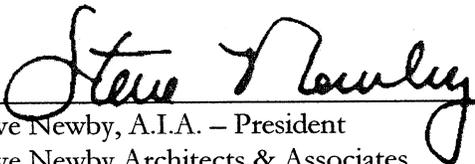
B. Schedule: The number of calendar days required to provide basic architectural services through the completion of bid documents: **90 calendar days.**

C. Compensation: The A/E Fee, reimbursable expenses, and gross receipts tax for the completion of design and construction documents, bidding, and construction contract administration shall be as follows:

1. Architect/Engineer Fees at 7.75%:	\$45,380.45	
2. Reimbursable Expenses (Estimated):	\$1,000.00	
	Subtotal:	\$46,380.45
3. NM Gross Receipts Tax @ 7.4375%:		\$3,449.55
Total Proposed Compensation:		\$49,830.00*

*The A/E Fee is based on an all inclusive budget of \$635,384 and the Scope of Work defined above. This budget results in a MACC (Maximum Allowable Construction Cost) including GRT and 10% Contingency of \$585,554.01.

D. Any adjustments to the project MACC or Scope of Work may result in adjustments to the A/E fee and time schedule. NMGRT at 7.4375% and up to \$1,000 worth of reimbursable expenses are *included* in the above stated fees. Any additional tax or reimbursable expenses will be in addition to this fee per the Cost Matrix attachment, and Sections 10.2.1 & 11.4 of the A.I.A. Document B141-1997, between City of Las Cruces and Steve Newby Architects & Associates, Inc.



 Steve Newby, A.I.A. – President
 Steve Newby Architects & Associates

 May 24, 2010
 Date

 City of Las Cruces Approval

 Date

RESOLUTION NO. 09-277

A RESOLUTION AUTHORIZING A FINAL ONE-YEAR EXTENSION TO THE TERM CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES, RFP NUMBER 06-07-197, TO STEVE NEWBY ARCHITECTS & ASSOCIATES, INC., STUDIO D ARCHITECTS P.A.; BOTH OF LAS CRUCES NEW MEXICO, AND HUITT-ZOLLARS INC., OF ALBUQUERQUE, NEW MEXICO; FOR A CONTRACT AMOUNT NOT TO EXCEED ESTABLISHED BUDGET.

The City of Las Cruces is informed that:

WHEREAS, the City of Las Cruces solicited proposals for Architectural and Engineering Services, in support of completing various building projects, including the Facilities and Parks Maintenance Plan, and

WHEREAS, the contracts provide Architectural and Engineering Design Services including; programming, building design, landscape design, construction documents preparation, construction contract administration and assistance with bidding and negotiating construction contracts, and

WHEREAS, the term contracts were authorized on July 16, 2007, and

WHEREAS, all firms submitted their letter of intent to extend the term of the current agreement, and

WHEREAS, funding comes from state legislative grants, City budget, etc., and

WHEREAS, other funds are utilized as the projects and their respective funding sources are identified, and

WHEREAS, this is the final renewal of the term contracts.

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

(I)

THAT, final one-year extensions to the term contracts for Architectural and Engineering Services are hereby awarded to Steve Newby Architects & Associates, Inc., and Studio D. Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for contract amounts not to exceed City Council approved budgets.

(II)

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

DONE and APPROVED this 18 day of May, 2009.

APPROVED:



Mayor

ATTEST:


Deputy City Clerk

(SEAL)

Moved by: Archuleta

Seconded by: Connor

APPROVED AS TO FORM:


Deputy City Attorney

VOTE:

Mayor Miyagishima:	<u> Aye </u>
Councillor Silva	<u> Aye </u>
Councillor Connor:	<u> Aye </u>
Councillor Archuleta:	<u> Aye </u>
Councillor Small:	<u> Aye </u>
Councillor Jones:	<u> Absent </u>
Councillor Thomas:	<u> Aye </u>



City of Las Cruces
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 17 Ordinance/Resolution# 09-277 Council District: _____

For Meeting of May 18, 2009
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING A FINAL ONE-YEAR EXTENSION TO THE TERM CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES, RFP NUMBER 06-07-197, TO STEVE NEWBY ARCHITECTS & ASSOCIATES, INC., STUDIO D ARCHITECTS P.A.; BOTH OF LAS CRUCES NEW MEXICO, AND HUITT-ZOLLARS INC., OF ALBUQUERQUE, NEW MEXICO; FOR A CONTRACT AMOUNT NOT TO EXCEED ESTABLISHED BUDGET.

PURPOSE(S) OF ACTION:

To award contracts that provide City staff with General Architectural and Engineering Design Services, including; programming, and building design, landscape design, construction documents preparation, construction contract administration, and assistance with bidding and negotiating construction contracts.

Name of Drafter: Kyle Heltné <i>KHT</i>		Department: Facilities/Project Mgmt.		Phone: 541-2905	
Department	Signature	Phone	Department	Signature	Phone
Facilities Department	<i>RD</i>	541-2651	Budget	<i>[Signature]</i>	2300
			Assistant City Manager	<i>[Signature]</i>	2271
Legal	<i>[Signature]</i>	541-2122	City Manager	<i>[Signature]</i>	2674

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces solicited proposals for Architectural and Engineering Services in support of completing various building projects, including Facilities and Parks Maintenance Projects, resulting in the submittal of three proposals on May 10, 2007.

In issuing the proposals, the Selection Advisory Committee (SAC) established that contracts would be awarded to the top three rated firms; subsequently the SAC recommended award of term contracts for Architectural and Engineering Services to Steve Newby Architects & Associates, Inc., Studio D Architects, P.A., and Huitt – Zollars Inc., on June 7, 2007.

(Continue on additional sheets as required)

The contracts are funded in part with state legislative grants, City budget, etc. Other funds are available and utilized as the projects and their respective funding sources are identified.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Various		

1. Resolution
2. Letter of Intent from 3 firms

OPTIONS / ALTERNATIVES:

1. Vote "Yes" on the Resolution, thereby authorizing a final one-year extension to the term contracts (RFP #06-07-197) with Steve Newby Architects & Associates, Inc., and Studio D Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for Architectural and Engineering Services for contract amounts not to exceed City Council approved budgets.
2. Vote "No" on the Resolution, thereby not authorizing a final one-year extension to the term contracts (RFP #06-07-197) with Steve Newby Architects & Associates, Inc., and Studio D Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for Architectural and Engineering Services for contract amounts not to exceed City Council approved budgets.
3. Vote to "Table" the Resolution and direct staff to pursue other options in procuring professional Architectural and Engineering Services for the completion of various upcoming building renovations and maintenance.

(Continue on additional sheets as required)

From: Steve Newby, A.I.A. [snewby@zianet.com]
Sent: Monday, April 27, 2009 2:06 PM
To: Tomas Mendez
Cc: MS. ULI BLANN; MS. TAMMY L. GATES
Subject: Renewal of open end A/E contract

Mr. Mendez,

Steve Newby Architects and Associates definitely wants to renew our open end A/E contract with the City for the next term.

We have enjoyed our relationship with you and the Project Management Section, and look forward to another year of productive projects.

Thank you for your consideration.

Steve
Steve Newby, A.I.A.
President
Steve Newby Architects & Associates, P.C.
Project Management Partners, Inc.
1042 S. Main St.
Las Cruces, NM 88005-2919
Phone: (575) 525-2000
Fax: (575) 525-3278
Email: snaa@zianet.com; snewby@zianet.com

STUDIO



ARCHITECTS

RON C. NIMS, AIA
JASON CLARK, AIA

April 27, 2009

Mr. Tomas Mendez
City Architect
City of Las Cruces
PO Drawer 20000
Las Cruces, NM 88004

RE: Architectural Services Contract Extension

Dear Mr. Mendez:

Studio D Architects agree to an extension of our contract for architectural and engineering services as authorized by City Council.

We further agree that this extension will be bound by the terms and conditions set forth in the original contract.

Sincerely,

Jason B. Clark, AIA
Vice President

509 S. MAIN
STUDIO D
LAS CRUCES • NM
88001

PH 505.521.3757
FAX 505.521.3880

STUDIO-D.BIZ

From: Jarrard, John [jjarrard@Huitt-Zollars.com]

Sent: Monday, April 27, 2009 5:03 PM

To: Tomas Mendez

Subject: City of Las Cruces Term Contract

Tomas,

Per our conversation earlier today, Huitt-Zollars is most interested in continuing our Term Contract for Architectural Services (RFP # 0607-197) with the City of Las Cruces for an additional year. Please let me know if you need any additional information from me regarding this renewal.

Sincerely,

John Jarrard

Vice President

Huitt-Zollars Inc.

505-883-8114

505-228-6467 (Cell)

jjarrard@huitt-zollars.com

RESOLUTION NO. 09-282.

A RESOLUTION REQUESTING THE CITY OF LAS CRUCES ACCEPT GRANT FUNDING FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH AND FAMILIES DEPARTMENT (CYFD), REQUEST FOR CAPITAL FUNDING APPLICATION #7150, DOMESTIC VIOLENCE CAPITAL FUND, FY 2009 IN THE AMOUNT OF \$635,384 THROUGH THE CITY OF LAS CRUCES AS FISCAL AGENT ON BEHALF OF LA CASA, INC.

The City Council is informed that:

WHEREAS, the State of New Mexico, Children, Youth and Families Department (CYFD), announced the award of a Request for Capital Funding, Contract #09-690-9704-0, FY 2009 Domestic Violence Capital Fund issued August 25, 2008; and

WHEREAS, the La Casa, Inc., a 501(3)c non-profit organization has requested the City of Las Cruces to act as Fiscal Agent and was approved, Resolution 09-123; and

WHEREAS, the funding awarded, \$635,384.00 will provide for renovation of the HVAC system and replacement of necessary ducting. La Casa, Inc. will be responsible to provide the required match, minimum of \$220,000, of in-kind services for three (3) years of the grant duration terminating June 30, 2012; and

WHEREAS, these grant funds will be renovate and upgrade the existing La Casa, Inc. Transitional Housing facility.

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

(I)

THAT, the City of Las Cruces has been awarded the grant funds as specified by the CYFD contract, Exhibit A, with the City of Las Cruces on behalf of the La Casa, Inc. in the amount of \$635,384.00.

(II)

THAT, the City of Las Cruces will act as Fiscal Agent as approved by Resolution 09-123 for La Casa, Inc. for all matters regarding this capital funding allocation.

(III)

THAT, the grant application required match is to be provided by La Casa, Inc. through in-kind services as specified by the contract, Exhibit B, between La Casa, Inc. and the City of Las Cruces. The City of Las Cruces, acting as Fiscal Agent has no match responsibility for this funding.

(IV)

THAT, La Casa, Inc. will be subject to the Fiscal Agency Fee as approved by Resolution 09-158 in the amount of \$3,176.92 due in full upon execution of the contract between La Casa, Inc. and the City of Las Cruces.

(V)

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

DONE AND APPROVED this 1st day of June, 2009.

APPROVED:



Mayor

ATTEST:


City Clerk

(SEAL)

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Aye</u>
Councillor Connor:	<u>Aye</u>
Councillor Archuleta:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Jones:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>

Moved by: Connor

Seconded by: Archuleta

Approved as to Form:


City Attorney

DOMESTIC VIOLENCE CAPITAL IMPROVEMENTS PROJECTS**AN INTERGOVERNMENTAL AGREEMENT****COPY****BETWEEN****THE CHILDREN YOUTH AND FAMILIES DEPARTMENT****AND****CITY OF LAS CRUCES**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the **CHILDREN YOUTH AND FAMILIES DEPARTMENT**, hereafter called CYFD, acting through its cabinet secretary, and the **CITY OF LAS CRUCES**, a local government entity, hereinafter called the Contractor, acting through its duly elected officers.

RECITALS:

WHEREAS, CYFD contracts with Domestic Violence Providers for services; and

WHEREAS, the Human Services Department (HSD), a state department, has transferred Two Million Dollars (\$2,000,000.00) of Temporary Assistance for Needy Families (TANF) funds to CYFD for the purpose of funding capital improvement projects in the facilities of Domestic Violence Service Providers, and

WHEREAS, the Contractor, a local government entity, has inherent power to enter into formal agreements with Domestic Violence Service Providers within its jurisdiction; and

WHEREAS, CYFD and the Contractor desire to enter into this Intergovernmental Agreement to exercise their common powers to facilitate and promote the provision of Domestic Violence Services in accordance with the intent of the TANF regulations; and

WHEREAS, the Contractor has submitted an application for capital funding for a Domestic Violence Service program within its jurisdiction, which proposal has been reviewed by CYFD and has been determined to have met the criteria established by CYFD for the use of these funds, and

WHEREAS, the Contractor has entered into an agreement with the La Casa, Inc., hereafter called the Provider, to provide Six Hundred Thirty Five Thousand Three Hundred Eighty Four Dollars (\$635,384.00) to fund renovations to improve the HVAC systems at the Provider's domestic violence facility; and

WHEREAS, the Provider has agreed with the Contractor to provide in-kind services equal to or greater than the funding provided to the Contractor as a condition of receiving the funds; and

WHEREAS, CYFD and the Contractor will provide for strict accountability of all receipts and disbursements, will maintain an accurate accounting of expenditures, and will preserve such records for at least three (3) years following the final expenditure under this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. Purpose

CYFD agrees to reimburse the Contractor for approved expenditures for services and costs specified in Attachment 2.

II. Period of Agreement

This Agreement shall become effective when signed by both parties and shall terminate on June 30, 2012, unless terminated pursuant to Article VI, *infra*.

III. Funding and Payment

Funding for this Domestic Violence Facility Capital Improvement project shall not exceed \$635,384.00. The Contractor shall submit certified and documented invoices monthly for actual work performed and expenses incurred to the CYFD. The Contractor's failure to submit such invoices and supporting documentation within thirty (30) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by CYFD.

IV. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work that is attached hereto as "Attachment 1 – Statement of Work" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, *infra*.

V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the DFA.

VI. Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for**

performance or failure to perform prior to the date of termination.

THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide CYFD with a copy of the annual audit.

VIII. Maintenance of Records

CYFD shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

IX. Confidentiality

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

X. Amendments

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of CYFD.

XII. Applicable Law

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement.

XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XV. Execution of Documents

CYFD and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

XVI. Sub-Contracts

The Contractor shall be ultimately responsible for all items enumerated in Attachment 1 of this Agreement. The Contractor shall seek advance approval from CYFD of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

XVII. Equal Opportunity Compliance

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

XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by CYFD.

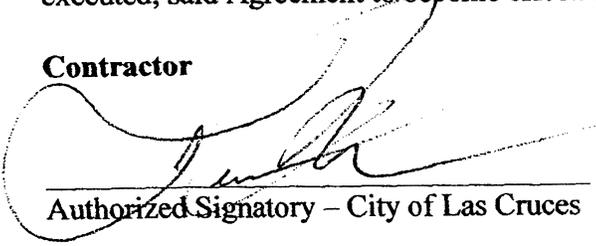
XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

IN WITNESS WHEREOF, CYFD and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor



Authorized Signatory – City of Las Cruces

Date: 5/5/09

Terrence Moore, City Manager
Printed Title of Authorized Signatory

Agency

Secretary or Designee, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

**Attachment 1 - Scope of Work
City of Las Cruces**

Performance Measures

Percent of adult victims receiving domestic violence services living in a safer, more stable environment

Goal:

Complete construction and or renovations to the shelter to improve the safety of the living situation

Objective:

Meet facility health and safety standards

Activities:

The Contractor Shall:

1. The Contractor shall enter into an agreement with the Provider that includes:
 - a. The City of Las Cruces will use the \$635,384.00 provided by CYFD to pay for renovations to the Provider's facility to upgrade the HVAC system.
 - b. The Provider will provide the City of Las Cruces with in-kind services in an amount equal to or greater than the funds provided
2. Construction funded by this award is for removing the current evaporative cooling units and hot water heating system, installing new packaged rooftop gas heating and electric cooling rooftop units and modifications to duct work as necessary.
3. All renovations must be completed by a licensed and bonded contractor and all construction must comply with all state and local building codes, rules and regulations. All required permits and inspections of the renovation are the responsibility of the City of Las Cruces.

**Attachment 2 - Budget
City of Las Cruces**

Renovation Costs -- La Casa

\$635,384.00

**AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LA CASA, INC.
FOR DOMESTIC VIOLENCE CAPITAL IMPROVEMENTS PROJECTS**

THIS AGREEMENT, effective May 15, 2009, is made by and between the City of Las Cruces, hereinafter referred to as the "City" and the La Casa, Inc., hereinafter referred to as the "Contractor."

In consideration of the mutual promises and covenants contained herein, the City and the Contractor agree as follows:

I. RECITALS

The La Casa, Inc. a non-profit organization providing comprehensive services to diminish domestic violence and abuse of all forms in Las Cruces and Doña Ana County, New Mexico.

A. Services include, but are not limited to:

- Emergency Shelter Program
- Non-Resident Programs: Children's Program & Men's Program
- Transitional Housing
- Satellite Outreach Program
- Parenting
- Education and Prevention
- Civil Legal Services

B. The City has obtained a \$635,384.00 grant award from the Children Youth and Families Department (CYFD), to fund renovations for improves to the HVAC systems at the Contractor's domestic violence facility.

C. The Contractor in order to expend the legislative appropriation has requested that the City becomes its fiscal agent for the purpose of distributing the grant funding to provide for victims of domestic abuse in the Las Cruces Metropolitan Statistical Area.

D. The contractor agrees to pay the City an amount of \$3,176.92 for Fiscal Agency services as provided by City Resolution 09-158. Fee is due when the contract is executed.

II. SCOPE OF SERVICES

In accordance with the terms of the CYFD contract with the City, the Contractor agrees to use the awarded funds for renovations to improve the HVAC systems at the Contractor's domestic violence facility.

A. The Contractor further agrees to:

1. Provide documentation of in-kind services equal to or greater than the funding provided by the City as a condition of receiving funds;
2. Provide for strict accountability of all receipts and disbursements, maintain an accurate accounting of expenditures, and will preserve such records for at least three (3) years following the final expenditure reimbursement request;
3. Have a designated representative attend a training session, presented jointly by the City of Las Cruces Finance and Legal Departments, if requested to do so by the City. The City of Las Cruces Finance Department will contact the Contractor if required with the training session date.
4. Use funding connected with this Agreement to pay only expenses directly related to removing the current evaporative cooling units and hot water heating system, installing new packaged rooftop gas heating and electric cooling rooftop units and modifications to duct work as necessary.
5. Ensure all renovations will be completed by a licensed and bonded contractor and all construction must comply with all state and local building codes, rules and regulations. All required permits and inspections of the renovation are the responsibility of the Contractor.
6. Provide the following documentation and reports:
 - (a) Quarterly Reports consisting of:
 1. Summary statistical data. Data shall indicate services provided under this agreement; and
 2. Receipts of expenditures. The Contractor will provide certified and documented invoices monthly for actual work performed and expenses incurred to the City. Contractor's failure to submit such invoices and supporting documentation within ten (10) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the City
 - (b) Final Report, containing all of the information called for in the Monthly Reports, combined to reflect data for the duration of the contract period. The Final Report must be submitted no more than ten (10) days after the completion date of the award: June 30, 2012.

(c) Monthly Reports and Final Reports shall be sent to:

City of Las Cruces
OMB/Grants
P.O. Box 20000
Las Cruces, NM 88004

7. Make available at the office of the Contractor at all reasonable times during the term of this Agreement, and for a period of three (3) years from the date of the Contract, all financial and program records for inspection, audit or reproduction by any authorized representative of the City.
8. Make available at the office of the Contractor at all reasonable times during the term of this Agreement, proof of New Mexico nonprofit corporate status, a copy of the organization's most recent IRS Form 990 Tax Return, as well as its IRS (501(c)(3) ruling letter.

III. PAYMENT

- A. The City will pay the Contractor for services as outlined in this document through June 30, 2012, up to the total amount of \$635,384.00.
- B. The City will pay the Contractor within sixty (60) days of receipt of invoice based upon information submitted by the Contractor.
- C. Payments will be made no more than monthly, and only after receipt of required reports as referenced in the foregoing Agreement.

IV. GENERAL

- A. This Contract contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing by the parties hereto. The Contractor, its employees, and its agents are not to be construed as employees of the City throughout the performance of services under this Contract. No benefits of employment by the City shall accrue to the Contractor, its employees, and agents as a result of this Contract.
- B. The Contractor shall secure and maintain during the term of this Agreement, at its own expense, comprehensive and general liability insurance and secure and maintain, at its own expense, workers' compensation insurance. The Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract.

C. This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The provision is not exclusive and does not waive other legal rights and remedies afforded the City in such circumstances as Contractor's default/breach of contract.

D. Americans with Disabilities Act

Contracts to Conduct Programming

The Contractor shall ensure that all programs, services and activities are accessible to and usable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to maintain, and provide to the city upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

Bid Specifications for Products, Design and/or Construction

The Contractor shall ensure all proposed products, services, or activities contained as a part of this contract comply with the requirements of the Americans with Disabilities Act (ADA), the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) requirements, the American National Standards Institute (ANSI) Accessibility Guidelines and the New Mexico Building Code (NMBC) Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

E. This agreement shall not become effective until the agreement for Grant No. 09-690-9704-0 is approved by the Local Government Division of the Department of Finance and Administration, State of New Mexico.

LA CASA, INC.
BY: *Dina Orona-Ruy*
TITLE: *Executive Director*
DATE: *5/5/09*

CITY OF LAS CRUCES
BY: *[Signature]*
TITLE: City Manager
DATE: *5/5/09*

APPROVED AS TO FORM:
[Signature]
City Attorney



City of Las Cruces

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # *1 Ordinance/Resolution# 09-282 Council District:

For Meeting of June 1, 2009
(Adoption Date)

TITLE: A RESOLUTION REQUESTING THE CITY OF LAS CRUCES ACCEPT GRANT FUNDING FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH AND FAMILIES DEPARTMENT (CYFD), REQUEST FOR CAPITAL FUNDING APPLICATION #7150, DOMESTIC VIOLENCE CAPITAL FUND, FY 2009 IN THE AMOUNT OF \$635,384 THROUGH THE CITY OF LAS CRUCES AS FISCAL AGENT ON BEHALF OF LA CASA, INC.

PURPOSE(S) OF ACTION: The purpose of this action is to allow La Casa Inc., a non-profit agency to accept funding through the City acting as fiscal agent for capital funding currently available to be utilized in the renovation of La Casa's domestic violence facility.

Name of Drafter: Auguie Henry III		Department: OMB/Grants		Phone: (575) 541-2281	
Department	Signature	Phone	Department	Signature	Phone
Finance Department		(575) 541-2050	Budget		(575) 541-2300
			Assistant City Manager		(575) 541-2271
Legal		(575) 541-2128	City Manager		(575) 541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

1. Funding under this RFP will require that funds be expended by FY 2012.
2. The application must be submitted by a local unit of government. The City of Las Cruces was approved as Fiscal Agent for La Casa, Inc. by Resolution #09-123.
3. The applying agency (La Casa, Inc.) is responsible for the 1:1 required match in in-kind services equivalent to the amount of capital outlay funding received. La Casa will provide an in-kind match minimum in the amount of \$220,000 each year for the duration of the grant.
4. Funding will provide for the site work, construction costs for renovation of the HVAC and ducting upgrade to the existing facility.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
40120100-552002-60912		
40803130-852100-60912	\$635,348	\$635,348

(Continue on additional sheets as required)

1. Resolution
2. Exhibit A – Contract between CYFD and the City of Las Cruces, #09-690-9704-0
3. Exhibit B – Contract between the City of Las Cruces and La Casa, Inc.

OPTIONS / ALTERNATIVES:

1. Approve accepting funds. Funding will provide for an upgraded HVAC system on the current housing/administrative facility. The City of Las Cruces will act as the Fiscal Agent for La Casa Inc. as approved by Resolution 09-123.

2. Disapprove accepting funds. The City of Las Cruces will inform CYFD that the City will not be signing the contract, no contract with La Casa will be signed, and the project will not be completed.

(Continue on additional sheets as required)

RESOLUTION NO. 10-11-316

A RESOLUTION AUTHORIZING A FINAL ONE-YEAR EXTENSION TO THE TERM CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES, RFP NUMBER 06-07-197, TO STEVE NEWBY ARCHITECTS & ASSOCIATES, INC., STUDIO D ARCHITECTS P.A.; BOTH OF LAS CRUCES, NEW MEXICO, AND HUITT-ZOLLARS INC., OF ALBUQUERQUE, NEW MEXICO; FOR A CONTRACT AMOUNT NOT TO EXCEED ESTABLISHED BUDGET(S).

The City of Las Cruces is informed that:

WHEREAS, the City of Las Cruces solicited proposals for Architectural and Engineering Services, in support of completing various building projects, including the Facilities and Parks Maintenance Plan, and

WHEREAS, the contracts provide Architectural and Engineering Design Services including: programming, building design, landscape design, construction document preparation, construction contract administration, and assistance with bidding and negotiating construction contracts, and

WHEREAS, the term contracts were initially authorized on July 16, 2007, with the provision for three one-year extensions, and

WHEREAS, all firms submitted their letter of intent to extend the term of the current agreement, and

WHEREAS, funding comes from state legislative grants and/or approved City of Las Cruces project budgets and are utilized as the projects and their respective funding sources are identified, and

WHEREAS, previous extensions to these contracts were authorized by the City Council on May 18, 2009, and

WHEREAS, the Resolution authorized on that date erroneously stated that the extensions granted on that date were the final one-year extensions, when in fact they were not, and

WHEREAS, this is the final renewal of the term contracts with Steve Newby Architects & Associates, Inc., and Studio D Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for Architectural and Engineering Services Authorizations.

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

(I)

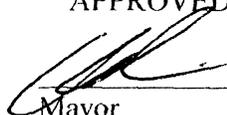
THAT, final one-year extensions to the term contracts for Architectural and Engineering Services are hereby awarded to Steve Newby Architects & Associates, Inc., and Studio D. Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for contract amounts not to exceed City Council approved budgets.

(II)

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

DONE and APPROVED this 6th day of July, 2010.

APPROVED:



Mayor

ATTEST:



City Clerk

VOTE:

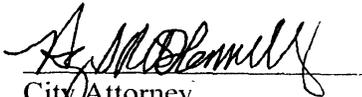
Mayor Miyagishima:	<u>Aye</u>
Councillor Silva	<u>Aye</u>
Councillor Connor:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>

(SEAL)

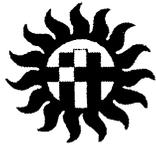
Moved by: Small

Seconded by: Sorg

APPROVED AS TO FORM:



City Attorney



City of Las Cruces

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11Ordinance/Resolution# 10-11-316Council District: VARFor Meeting of July 6, 2010

(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING A FINAL ONE-YEAR EXTENSION TO THE TERM CONTRACTS FOR ARCHITECTURAL AND ENGINEERING SERVICES, RFP NUMBER 06-07-197, TO STEVE NEWBY ARCHITECTS & ASSOCIATES, INC., STUDIO D ARCHITECTS P.A.; BOTH OF LAS CRUCES, NEW MEXICO, AND HUITT-ZOLLARS INC., OF ALBUQUERQUE, NEW MEXICO; FOR A CONTRACT AMOUNT NOT TO EXCEED ESTABLISHED BUDGET(S).

PURPOSE(S) OF ACTION:

To award contracts that provide City staff with General Architectural and Engineering Design Services, including: programming, building design, landscape design, construction document preparation, construction contract administration, and assistance with bidding and negotiating construction contracts.

Name of Drafter: Tomas Mendez, AIA		Department: Facilities/Project Mgmt.		Phone: 541-2583	
Department	Signature	Phone	Department	Signature	Phone
Facilities Department		541-2651	Budget		2300
			Assistant City Manager		2271
Legal		541-2128	City Manager		2074

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces solicited proposals for Architectural and Engineering Services in support of completing various building projects, including Facilities and Parks Maintenance Projects, resulting in the submittal of three proposals on May 10, 2007.

In issuing the proposals, the Selection Advisory Committee (SAC) established that contracts would be awarded to the top three rated firms; subsequently the SAC recommended award of term contracts for Architectural and Engineering Services to Steve Newby Architects & Associates, Inc., Studio D Architects, P.A., both of Las Cruces, NM and Huitt -- Zollars Inc., of Albuquerque, NM, on June 7, 2007.

The contracts and associated services are used for budgeted projects that have been approved by the City Council via the ICIP process as incorporated in the overall budget; and are funded in

(Continue on additional sheets as required)

part with state legislative grants and approved City of Las Cruces project budgets. Other funds are available and utilized as the projects and their respective funding sources are identified.

Previous extensions to these contracts were authorized by the City Council on May 18, 2009. The Resolution authorized at that time erroneously stated that the extensions granted on that date were the final one-year extensions, when in fact they were not. The Resolution for initial contract authorization was issued on July 16, 2007 with provisions that allowed for three one-year extensions. As a result, the contract extensions authorized by the accompanying Resolution are the final one-year extensions to the term contracts with Steve Newby Architects & Associates, Inc., and Studio D Architects, P.A., and Huitt-Zollars Inc., for Architectural and Engineering Services Authorizations.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Various		

1. Resolution
2. Resolution No. 06-07-197
3. Resolution No. 09-277
4. Purchasing Manager's Request to Contract, attached as Exhibit "A"
5. Letter of Intent from 3 firms

OPTIONS / ALTERNATIVES:

1. Vote "Yes" on the Resolution, thereby authorizing a final one-year extension to the term contracts (RFP #06-07-197) with Steve Newby Architects & Associates, Inc., and Studio D Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for Architectural and Engineering Services for contract amounts not to exceed City Council approved budgets.
2. Vote "No" on the Resolution, thereby not authorizing a final one-year extension to the term contracts (RFP #06-07-197) with Steve Newby Architects & Associates, Inc., and Studio D Architects, P.A., both of Las Cruces, New Mexico, and Huitt-Zollars Inc., of Albuquerque, New Mexico, for Architectural and Engineering Services for contract amounts not to exceed City Council approved budgets.
3. Vote to "Table" the Resolution and direct staff to pursue other options in procuring professional Architectural and Engineering Services for the completion of various upcoming building renovations and maintenance.

(Continue on additional sheets as required)

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: July 6, 2010

Resolution No.: 10-11-316

Existing Contract Purchase For (Final Extension) Architectural and Engineering Services

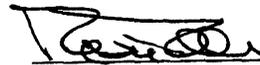
The Las Cruces City Council is provided the following information concerning this request:

BID/RFP SOLICITATION INFORMATION:

1. Original Bid/RFP & Due Date: **RFP #06-07-197/ May 10, 2007**
2. Description of Bid/RFP: **Architectural and Engineering Services**
3. Number of Original Responses Accepted: **Three (3)**
4. Existing Contract Expiration Date: **July 15, 2010**
5. Last Contract Renewal by Council: **Resolution No. 09-277/ May 18, 2009**
6. Using Department: **Facilities/Project Management**
7. Current Award Recommendation To: **Steve Newby Architects & Associates, Inc.,
Studio D Architects P.A.; Both of Las Cruces, NM and
Huitt-Zollars Inc., of Albuquerque, NM**
8. Total Award Amount: **Dependant Upon Approved Budgets**
9. Contract Duration: **One Year**

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316.**


Purchasing Manager

6/22/10
Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:

VARIOUS

PROJECT MANAGEMENT PARTNERS, INC.

575.525.2000 v
575.525.3278 f

June 16, 2010

snac@zlanet.com

Mr. Tomas Mendez
City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004-9002
tmendez@las-cruces.org

RE: Term Contract for Architectural and Engineering Services No. 06-07-197
Letter of Intent - Extension of Contract

Dear Tomas:

Steve Newby Architects & Associates, P.C. is interested in extending the above referenced contract with the City of Las Cruces for an additional year. We agree to all of the terms and conditions of the existing contract dated July 17, 2007.

For questions please call Steve Newby at (575) 525-2000.

Sincerely,


Steve Newby, A.I.A.
President

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 6501 Americas Pkwy. NE • Suite 550 • Albuquerque, NM 87110-5372 • 505.883.8114 phone • 505.883.5022 fax • huitt-zollars.com

June 18, 2010

Mr. Tomas Mendez
City Architect
Facilities Department
City of Las Cruces
700 North Main
Las Cruces, NM 88004

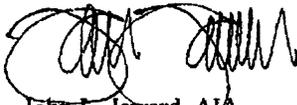
RE: Renewal of On Call A/E Contract with the City of Las Cruces

Dear Mr. Mendez:

Per your request, this letter is to confirm Huitt-Zollars, Inc. is interested in extending our on call contract with the City of Las Cruces for the final year ending June 2011. Also, we agree to the terms and conditions as stated in the original agreement.

We look forward to working with you and the City of Las Cruces for another year under this contract. Please call me if you have any questions or need any additional information.

Sincerely,
Huitt-Zollars, Inc.



John L. Jarrard, AIA
Vice President

STUDIO D ARCHITECTS

509 SOUTH MAIN LAS CRUCES NM 88001

TEL 505 325 5757 FAX 505 325 5757

WWW.STUDIO-D.COM

509 SOUTH MAIN LAS CRUCES NM 88001

TEL 505 325 5757 FAX 505 325 5757

June 18, 2010

Mr. Tomas Mendez
City Architect
City of Las Cruces
PO Drawer 20000
Las Cruces, NM 88004

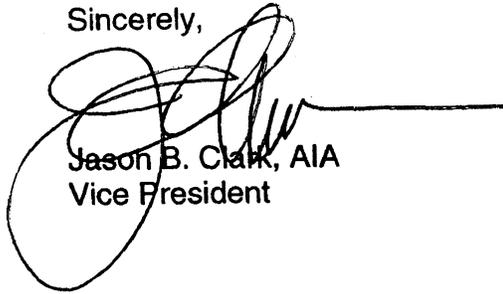
RE: Architectural Services Contract Extension

Dear Mr. Mendez:

Studio D Architects agree to an extension of our contract for architectural and engineering services as authorized by City Council.

We further agree that this extension will be bound by the terms and conditions set forth in the original contract.

Sincerely,



Jason B. Clark, AIA
Vice President