SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF 4
RFP No. 14-15-146 Landscape Architectural Services

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Landscape Architectural Services Service Agreement (Agreement) dated August 14, 2015 between the City of Las Cruces (City) and Morrow Reardon Wilkinson Miller, Ltd (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin August 14, 2016 and terminate August 13, 2017. All other terms and conditions, including any amendments, of the Agreement remain the same.

AGREED:

MORROW REARDON
WILKINSON MILLER, LTD

Signature — Date: 8/13/16

BRIAN VERARDO / VICE-PRESIDENT
Printed Name/Title

CITY OF LAS CRUCES

Deb Smith — Date: 8/15/16
Deb Smith
Purchasing Manager

AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

AGREEMENT made as of the Fourteenth day of August in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

City of Las Cruces
P. O. Box 20000 (mail)
700 North Main
Las Cruces, New Mexico 88001
Telephone Number: (575) 541-2502
Fax Number: (575) 541-2904

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

Morrow Reardon Wilkinson Miller, Ltd.
210 La Veta NE
Albuquerque, NM 87108
Telephone Number: (505) 268-2266
Fax Number: (505) 265-9637

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

Term Contract for Landscape Architectural Services; RFP No. 14-15-146
Various City of Las Cruces facilities
One year term contract for landscape architectural services as outlined in RFP 14-15-146; renewable up to three times in succeeding one year increments.

The Owner and Landscape 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.

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ARTICLE 1 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Landscape Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

See Exhibit A (AIA Document B201-Exhibit A-2007); RFP 14-15- 146 Term Contract for Landscape Architectural Services

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

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

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

§ 1.5 The Landscape Architect shall maintain the following insurance for the duration of this Agreement.:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Professional Liability

(Paragraphs deleted)

Errors and Omissions Professional Liability insurance is required of the Landscape Architect in the amount of $1,000,000.00

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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

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from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 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 Landscape Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of consulting 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 Landscape Architect to furnish them as an Additional Service, when the Landscape 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.

§ 2.4 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.

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

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Landscape 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 Landscape 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.

§ 3.2 The Landscape Architect and the Landscape 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 Landscape Architect and the Landscape Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape 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 for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Landscape Architect and Landscape 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 Landscape 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 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, 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 Landscape Architect. Any unauthorized

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use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Landscape 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 Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Landscape 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, if applicable. The Owner or the Landscape 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.

§ 4.1.3 The Landscape 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 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to resolution in accordance with this Article. The aggrieved party shall notify the other party of the dispute within reasonable time after a potential dispute is identified by either party. Thereafter, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should the matter remain unresolved after direct negotiation, then the dispute shall be resolved by mediation in accordance with the New Mexico Public Works Mediation Act, regardless of this Agreement being an agreement for architect's services and not for a public works project. The parties shall agree on the mediator.

§ 4.2.2 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, 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.)

[X] Arbitration pursuant to Section 4.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

(Paragraphs deleted)

§ 4.3 ARBITRATION

§ 4.3.1 Either party shall pursue resolution of the dispute by arbitration in accordance with the New Mexico Uniform Arbitration Act; provided however in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

(Paragraphs deleted)

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 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

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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).

§ 4.3.4.2 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.

§ 4.3.4.3 The Owner and Landscape Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Landscape Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape 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 Landscape Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 5.4 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.

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

§ 5.6 In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

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

§ 5.8 The Owner's rights to use the Landscape Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Landscape Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

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Compensation shall be based on the Landscape Architect's fee proposal as itemized in Exhibit B consisting of Matrix One and Matrix Two; and as subsequently negotiated on an individual Project Order basis.

§ 6.2 Reimbursable Expenses are in addition to compensation for the Landscape Architect's professional services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence away from Las Cruces; excluding any Landscape Architect's consultants not residents of Las Cruces, when traveling to Las Cruces away from their respective locales;
- **.2** Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project, and fees paid for securing certifications from certifying agencies and organizations;
- **.4** Printing, reproductions, plots, standard form documents only when intended for distribution to the Owner for the Owner's review and or subsequent distribution to bidders on behalf of the Owner; or for delivery to authorities having jurisdiction over the Project;
- **.5** Postage, handling and delivery of documents only when intended for distribution to the Owner or on behalf of the Owner for delivery to authorities having jurisdiction over the Project;
- **.6** Not used.
- **.7** Renderings, models, and mock-ups not prepared by the Landscape Architect, professional photography, and presentation materials requested by the Owner;
- **.8** Landscape 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 Landscape 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 when approved in advance of the expenditure by the Owner.

§ 6.2.1
(Paragraphs deleted)
For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus an administrative fee of ten percent (10%) of the expenses incurred.

(Paragraph deleted)
§ 6.3 COMPENSATION FOR USE OF LANDSCAPE ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Landscape Architect for its convenience under Section 5.5, or the Landscape Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Landscape Architect's Instruments of Service solely for purposes of the Project as follows:

Compensation for use of Landscape Architect's Instruments of Service shall be negotiated upon such termination.

§ 6.4 PAYMENTS TO THE LANDSCAPE ARCHITECT
§ 6.4.1 An initial payment of zero ($ 0) 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.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate at the rate allowed by New Mexico statutes.
(Insert rate of monthly or annual interest agreed upon.)

N/A

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

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§ **6.4.4** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ **7.1** 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 4.3.

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

§ **7.3** The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Landscape 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.

§ **7.4** If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Landscape Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ **7.5** 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 Landscape Architect.

§ **7.6** Unless otherwise required in this Agreement, the Landscape 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.

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

§ **7.8** If the Landscape 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 8 SPECIAL TERMS AND CONDITIONS

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

As allowed by written amendment or modification subsequent to the signing of this Agreement.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ **9.1** This Agreement represents the entire and integrated agreement between the Owner and the Landscape 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 Landscape Architect.

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

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.1 AIA Document B102–2007, Standard Form Agreement Between Owner and Landscape Architect

.2 City of Las Cruces RFP No. 14-15-146 Term Contract for Landscape Architectural Services; including all addenda and schedules issued with it.

.3 Other documents:
(List other documents, including the Landscape Architect's scope of services document, hereby incorporated into the Agreement.)
-Proposal submitted in response to CLC RFP 14-15-146 by Morrow Reardon Wilkinson Miller, Ltd. of Albuquerque, NM, dated April 15, 2015, by reference.
- Cost Matrix 1 and 2 prepared by Morrow Reardon Wilkinson Miller, Ltd. of Albuquerque, NM "Cost Proposal" included with proposal submitted in response CLC RFP 14-15-146, dated April 15, 2015, by reference. ; attached to this agreement as Exhibit B.

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

OWNER : City of Las Cruces

Deb Smith 8-31-15
(Signature)

Purchasing Manager City of Las Cruces
(Printed name and title)

LANDSCAPE ARCHITECT – Morrow Reardon Wilkinson Miller, Ltd

9/24/15
(Signature)

BRIAN VERARDO, PRINCIPAL
(Printed name and title)

Approved as to form:

City Attorney

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Additions and Deletions Report for

AIA® Document B102™ – 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.

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PAGE 1

AGREEMENT made as of the Fourteenth day of August in the year Two Thousand Fifteen

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City of Las Cruces
P. O. Box 20000 (mail)
700 North Main
Las Cruces, New Mexico 88001
Telephone Number: (575) 541-2502
Fax Number: (575) 541-2904

and the Landscape Architect:

...

Morrow Reardon Wilkinson Miller, Ltd.
210 La Veta NE
Albuquerque, NM 87108
Telephone Number: (505) 268-2266
Fax Number: (505) 265-9637

...

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Various City of Las Cruces facilities
One year term contract for landscape architectural services as outlined in
RFP 14-15-146; renewable up to three times in succeeding one year increments.
The Owner and Landscape Architect agree as follows.

PAGE 2

1 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

...

~~**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**~~
ARTICLE 1 LANDSCAPE ARCHITECT'S RESPONSIBILITIES
§ 1.1 The Landscape Architect shall provide the following professional services:

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See Exhibit A (AIA Document B201-Exhibit A-2007); RFP 14-15- 146 Term Contract for Landscape Architectural Services

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

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

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

§ 1.5 The Landscape 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:~~Agreement.:

...

.1 ~~General~~ Professional Liability

~~.2 Automobile Liability~~

~~.3 Workers' Compensation~~

~~.4 Professional Liability~~

Errors and Omissions Professional Liability insurance is required of the Landscape Architect in the amount of $1,000,000.00

...

§ 2.1 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 Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 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 Landscape Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of consulting 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 Landscape Architect to furnish them as an Additional Service, when the Landscape Architect requests such services and demonstrates that they are

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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.

PAGE 3

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

...

§ 3.1 The Landscape 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 Landscape 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.

§ 3.2 The Landscape Architect and the Landscape 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 Landscape Architect and the Landscape Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape 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 for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Landscape Architect and Landscape 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 Landscape 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 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, 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 Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

PAGE 4

§ 4.1.1 The Owner and Landscape 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 Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

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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, if applicable. The Owner or the Landscape 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.

§ 4.1.3 The Landscape 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 5.7.

...

§ 4.2.1 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.~~resolution in accordance with this Article. The aggrieved party shall notify the other party of the dispute within reasonable time after a potential dispute is identified by either party. Thereafter, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should the matter remain unresolved after direct negotiation, then the dispute shall be resolved by mediation in accordance with the New Mexico Public Works Mediation Act, regardless of this Agreement being an agreement for architect's services and not for a public works project. The parties shall agree on the mediator.

§ 4.2.2 ~~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 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.~~If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, 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.)

[X] Arbitration pursuant to Section 4.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

~~**§ 4.2.3** 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.~~

~~**§ 4.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, 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 4.3 of this Agreement~~

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~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

§ 4.3.1 ~~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.~~ Either party shall pursue resolution of the dispute by arbitration in accordance with the New Mexico Uniform Arbitration Act; provided however in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

~~**§ 4.3.1.1** 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.~~

~~**§ 4.3.2** 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.~~

~~**§ 4.3.3** 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.~~

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§ 4.3.4.3 The Owner and Landscape Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Landscape Architect under this Agreement.

...

§ 5.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape 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 Landscape Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

...

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

§ **5.6** In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

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

§ **5.8** The Owner's rights to use the Landscape Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

...

§ **6.1** The Owner shall compensate the Landscape Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

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Compensation shall be based on the Landscape Architect's fee proposal as itemized in Exhibit B consisting of Matrix One and Matrix Two; and as subsequently negotiated on an individual Project Order basis.

§ **6.2** ~~COMPENSATION FOR REIMBURSABLE EXPENSES~~Reimbursable Expenses are in addition to compensation for the Landscape Architect's professional services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence away from Las Cruces; excluding any Landscape Architect's consultants not residents of Las Cruces, when traveling to Las Cruces away from their respective locales;
- **.2** Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project, and fees paid for securing certifications from certifying agencies and organizations;
- **.4** Printing, reproductions, plots, standard form documents only when intended for distribution to the Owner for the Owner's review and or subsequent distribution to bidders on behalf of the Owner; or for delivery to authorities having jurisdiction over the Project;
- **.5** Postage, handling and delivery of documents only when intended for distribution to the Owner or on behalf of the Owner for delivery to authorities having jurisdiction over the Project;
- **.6** Not used.
- **.7** Renderings, models, and mock-ups not prepared by the Landscape Architect, professional photography, and presentation materials requested by the Owner;
- **.8** Landscape 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 Landscape 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 when approved in advance of the expenditure by the Owner.

§ **6.2.1** ~~Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

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~~.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.~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus an administrative fee of ten percent (10%) of the expenses incurred.

~~§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of percent (%) of the expenses incurred.~~

§ 6.3
~~COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~COMPENSATION FOR USE OF LANDSCAPE ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Landscape Architect for its convenience under Section 5.5, or the Landscape Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Landscape Architect's Instruments of Service solely for purposes of the Project as follows:

Compensation for use of Landscape Architect's Instruments of Service shall be negotiated upon such termination.

§ 6.4 ~~PAYMENTS TO THE ARCHITECT~~PAYMENTS TO THE LANDSCAPE ARCHITECT
§ 6.4.1 An initial payment of zero ($ 0) 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.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid thirty (30) 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.~~at the rate allowed by New Mexico statutes.

...

~~%~~ N/A

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

PAGE 7

§ 7.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Landscape 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.

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§ 7.4 If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Landscape Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 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 Landscape Architect.

§ 7.6 Unless otherwise required in this Agreement, the Landscape 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.

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

§ 7.8 If the Landscape 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.

...

As allowed by written amendment or modification subsequent to the signing of this Agreement.

...

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape 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 Landscape Architect.

PAGE 8

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and Landscape Architect
.2 ~~AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

City of Las Cruces RFP No. 14-15-146 Term Contract for Landscape Architectural Services; including all addenda and schedules issued with it.

...

(List other documents, including the Landscape Architect's scope of services document, hereby incorporated into the Agreement.)
-Proposal submitted in response to CLC RFP 14-15-146 by Morrow Reardon Wilkinson Miller, Ltd. of Albuquerque, NM, dated April 15, 2015, by reference.
- Cost Matrix 1 and 2 prepared by Morrow Reardon Wilkinson Miller, Ltd. of Albuquerque, NM "Cost Proposal" included with proposal submitted in response CLC RFP 14-15-146, dated April 15, 2015, by reference. ; attached to this agreement as Exhibit B.

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...

OWNER : City of Las Cruces

LANDSCAPE ARCHITECT – Morrow Reardon Wilkinson Miller, Ltd

...

Purchasing Manager City of Las Cruces

...

Approved as to form:

City Attorney

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Soo Gyu Lee, 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 15:06:23 on 08/05/2015 under Order No. 5277398258_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 B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

DCS Manager

(Title)

08/06/15

(Dated)

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EXHIBIT A

City of Las Cruces

REQUEST FOR PROPOSAL

RFP TITLE:	**Term Contract for Landscape Architectural Services**
RFP NO.:	**14-15-146**
DUE DATE/TIME:	**Thursday, May 7, 2015 / 4:00 p.m. (local time)**

1. GENERAL SOLICITATION INFORMATION:

1.1 The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering into an agreement for professional design services as described herein.

1.2 Responses to this solicitation must be received by the **DUE DATE/TIME** at the City Purchasing Section subject to requirements and conditions of the attached Schedule A (General Conditions for Responses). The conduct of this procurement is subject to Chapter 24 of the City's Municipal Code incorporated herein by reference.

1.3 Contact with the City of Las Cruces regarding this RFP:

1.3.1 Any direct or indirect contact with City elected officials or City staff, other than City Purchasing Section staff, relating to this solicitation is strictly prohibited during this solicitation process until contract award; except for

.1 Communications during any pre-proposal conference conducted by the City for this solicitation,

.2 Any related interviews initiated by the City,

.3 Any related negotiations initiated by the City, and,

.4 to ensure information is consistent to all prospective respondents.

1.3.2 Contact other than that identified in paragraph 1.3.1 will cause the violating party to be deemed non-compliant and a proposal from such party will not be considered for evaluation.

1.4 A pre-proposal conference will be held on **Wednesday, April 15, 2015, at 1:30 p.m.**, at the Purchasing Section Bid Room, Room 3138, in City Hall, 700 North Main, Las Cruces, N.M. Attendees will have the opportunity to review the RFP with City staff as part of the pre-proposal conference. It is not mandatory to attend the pre-proposal conference in order to submit a proposal; however, all prospective proposers are encouraged to attend to obtain additional details or to inquire for more details regarding this solicitation. Inquiries will be addressed at this meeting followed by written addendum(a) as deemed appropriate by the City.

2.0 PROJECT BACKGROUND AND PURPOSE OF RFP

2.1 The City requires landscape architectural services for design and construction contract administration for landscape projects with varying scopes of work. The focus of this Request for Proposal (RFP) is twofold: First, contracting with a landscape architectural firm (landscape

architect and sub-consultants team) to provide the needed services in a timely manner will lessen the City's costs and time spent in advertising and developing multiple RFP's; and second, the City's efficiency in obtaining professional design services will be increased.

2.2 The intent of this RFP is to solicit proposals for a Term Contract for professional landscape architectural services to be provided on an "as-needed" basis pursuant to Project Orders issued during the term of the Contract. The term of the Contract shall be one year. The Contract may be renewed annually, at the City's option, for up to three more years, in one-year increments, for a total term period not to exceed four years.

2.3 The scope of work of an individual term contract Project Order undertaken by a landscape architect team will generate fees that will not exceed $75,000.00 with no minimum amount. The fees per Project Order will vary depending on the scope of work of the individual Project Order.

3.0 SCOPE OF WORK

3.1 The contracted Landscape Architecture firm (team) shall furnish all expertise, labor and resources, in accordance with the terms and conditions of the Contract; to provide complete services necessary for carrying out the work as detailed in Project Order(s) issued during the term of the Contract. The following generally summarizes the services that the Landscape Architecture team may be required to deliver, depending on the scope of an individual Project Order:

3.1.1 Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies.

3.1.2 Schematic Design Services*

3.1.3 Design Development Services*

3.1.4 Construction Documents Services*

3.1.5 Design Services include civil, structural, mechanical and electrical engineering, and architectural services.

3.1.6 Construction Contract Procurement (Bidding or Negotiation) Services*

3.1.7 Construction Contract Administration Services*

3.1.8 Other types of professional services of a nature consistent with the intent of the RFP

*As described in AIA© Document B201-2007, Standard Form of Architect's Services: Design and Construction Contract Administration; available for review in the City of Las Cruces Purchasing Section, City Hall, Suite 2300, 700 North Main St., Las Cruces, New Mexico.

3.2 The term contract will include general landscape-related projects; for example the scopes of work for Project Orders issued during the recently concluded term contract for landscape

architectural services included site work, planting and irrigation plans, accessibility improvements, electrical engineering design, and master planning studies. During the term of this contract consultants may asked to attend or participate in public hearings.

3.3 Any Project Order issued pursuant to the Term Contract for a feasibility study, project evaluation study, schematic design, master planning, or similar preliminary work; shall not include the right to extend the Landscape Architecture team's scope of services to include full design and construction contract administration services. However, the contracted Landscape Architecture firm shall not be prohibited from participating in "a competitive sealed proposal" procurement for full design and construction contract administration services. The use by the City of such preliminary work in the preparation of specifications, qualifications or evaluation criteria on which a specific competitive bid or proposal is based may compromise the City's ability to accept the respective Landscape Architect's proposal submitted in response to the specific competitive bid or proposal for the subsequent work.

3.4 Documents required to be prepared by the landscape architect will vary depending on the scope of work of the individual Project Order; generally they will consist of the following:

3.4.1 Programming and Site Analysis Documentation shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements and construction cost estimates.

3.4.2 Preliminary and Schematic Design documentation shall consist of conceptual site plans and elevations, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.

3.4.3 Documentation for Design Development and Construction Documents shall consist of specifications, drawings and bid documents.

3.4.4 Construction Contract Administration documentation shall consist of, but not be limited to, copies of field reports, shop drawings, progress photographs and drawings of record.

3.5 Documents prepared by the Landscape Architecture team for use by the City shall be delivered in electronic format in an application acceptable to the City; typically MSWord, MSExcel and Autocad. Documents specifically for use in bidding the work of a Project Order shall be delivered to the City in a PDF format.

3.6 The contracted Landscape Architecture firm (team) shall also be able to provide the services of specific sub-consultants; including but not limited to the following:

3.6.1 Architect

3.6.2 Irrigation Designer

3.6.3 Professional Engineers (Geotechnical, Civil, Structural, Electrical, Mechanical)

3.6.4 Professional Land Surveyor

3.6.5 Specialized consultants (e.g. Landscape Architectural Programming, Irrigation; Environmental Assessments, LEED or Sustainable Sites certification, Commissioning)

3.7 Exhibit B, attached hereto, is a draft of the agreement to be entered into for the proposed services (AIA© Document B201-2007, Standard Form of Architect's Services: Design and Construction Contract Administration). The term of the agreement will be for the time period established in the professional services agreement between the City and the Landscape Architect as required to complete the delivery of the contracted services.

4.0 PROPOSAL CONTENTS

4.1 Each copy of the proposal must include a completed and signed RFP COMPLIANCE DECLARATION page that is included within this solicitation document. Failure to submit the RFP COMPLIANCE DECLARATION page will subject the response to rejection.

4.2 The Technical Proposal shall include, at a minimum, the following information:

4.2.1 To address Evaluation Criteria No. 1 **(refer to paragraph 5.2 below)**, provide description of the proposed technical approach of all professional, technical and customary work to be performed.

4.2.2 To address Evaluation Criteria Number 2 **(refer to paragraph 5.2 below)**, provide the names of key personnel who will be assigned to work on the term contract Project Orders. Provide, for each person listed, a description of experience, areas of competence, and the estimated percentage of time that will be assigned to the Term Contract. List all Sub-Consultants including addresses, qualifications and areas of responsibility.

4.2.3 To address Evaluation Criteria No. 3. **(refer to paragraph 5.2 below)**, provide the following:

.1 Description of past contracts similar to the scope herein that have been completed by the firm.

.2 If applicable, list of sub-consultants, including addresses, qualifications and areas of responsibility.

.3 Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

.4 Errors and Omissions Professional Liability insurance is required of the Landscape Architect in the amount of $1,000,000.00. A copy of the Landscape Architect's Certificate of Insurance shall be included in the proposal; indicating that the coverage is in force beyond the date of the proposal submittal.

4.2.4 To address Evaluation Criteria No. 4. **(refer to paragraph 5.2 below)**, provide the following:

.1 Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract.

.2 Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

.3 An operational/management approach and a detailed statement of services to be provided under each service component listed in paragraph 3.1 above.

4.2.5 To address Evaluation Criteria No. 5, **(refer to paragraph 5.2 below),** provide a description and name of a minimum of five past contracts similar to the scope herein that include a broad range of landscape design work. Provide the names, addresses and telephone numbers of a contact for each contract; to be used as points of contact for references. The use of the City as a previous client/reference is limited to one of the five.

4.2.6 To address Evaluation Criteria No. 6, **(refer to paragraph 5.2 below)**, respond to relevant Schedule A requirements herein and organize the proposal response according to the order listed in this Section 4. Note that the RFP COMPLIANCE DECLARATION page incorporated herein must be completed, signed and included within the contents of the technical proposal and not with the contents of the cost proposal.

4.3 The Cost Proposal shall consist of, at a minimum, Cost Matrices One and Two, with consideration of the following information:

4.3.1 The cost of the services is **not** included in the evaluation process. However a Cost Proposal inclusive of all costs must be submitted in a sealed envelope separate from the Technical Proposal. The Cost Proposal shall exclude New Mexico Gross Receipts Tax.

4.3.2 Submit "not to exceed" fee rates based on a percentage of the construction cost(s). These rates will be the basis for individual Project Order fee proposals and as such will be used as a "not to exceed" rate for negotiating fees for individual Project Orders, should negotiating be required. The fee rates may vary depending on the type of services listed under "Delivered Services" in Cost Matrix One. Complete Cost Matrix One with this information. A blank form is included in Section 7 (Exhibit A) of this RFP.

4.3.3 Submit hourly rates for each type of project assignment as itemized in Cost Matrix Two. The hourly rates may also be used to establish a fee for each individual project order. Indicate any project assignments to which an hourly rate is not applicable; complete Cost Matrix Two with the rates. A blank form is included in Section 7 (Exhibit A) of this RFP.

5.0 PROPOSAL EVALUATION AND SELECTION

5.1 An Evaluation Committee will evaluate all proposals

5.2 The criteria for evaluation of the Technical Proposal and their respective scoring percentages (weights) shall be as follows:

5.2.1	Technical approach to the contract including a description of Project Team's direct participation in the design and implementation of similar contracts or contracts containing one or more projects as having been undertaken with a recently completed A/E term contract.	20%
5.2.2	Qualifications and competence of project team necessary to perform the services required by the contract.	25%
5.2.3	Capacity and capability of the firm to deliver the services of the contract, and to do so in a timely manner.	25%
5.2.4	Management structure and approach to the contract.	10%
5.2.5	Performance of the firm with previous clients based upon quality of the work, control of costs, ability to meet schedules and responsiveness to the client.	10%
5.2.6	Clarity of the proposal.	10%
	(Total	100%)

5.3 Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the Evaluation Committee to the City Landscape Architect for review and authorization. Contract(s) will be negotiated subsequent to the Panel's recommendation and prior to the City Purchasing Manager's authorization; and may follow the format of the contract enclosed herein.

5.4 The City will award contracts to the top three rated Landscape Architecture firms.

6.0 EXHIBITS

6.1 Exhibit A - Cost Proposal Form

6.2 Exhibit B - Sample Agreement Between Owner and Landscape Architect

7.0 CITY OF LAS CRUCES PURCHASING SECTION ATTACHMENTS

7.1 Schedule A

7.2 Preferences

7.3 Resident Veterans Preference Business Volume Declaration

7.4 RFP Compliance Declaration

Exhibit A - COST PROPOSAL FORM

Cost Matrix One

Delivered Services	Fee
Services up to and including the completion of Design Development; including the delivery of design development documents.	Not to exceed _____% of the estimated cost of construction
Services from the completion of design development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed _____% of the estimated cost of construction
Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed _____% of the actual cost of construction

Cost Matrix Two

Project Assignment	Hourly Rate ($/Hr)
Principal-In-Charge	/Hr
Project Landscape Architect	/Hr
Landscape Architect In Training	/Hr
Engineer (Structural, Mechanical, Electrical, Civil)	/Hr
Architect	/Hr
Irrigation Designer	/Hr
Cost Estimator	/Hr
Drafter	/Hr
Specification Writer	/Hr
Administration / Clerical	/Hr
Other (list)	/Hr
	/Hr
	/Hr

AIA Document B141 – 2007 Draft
For reference use only
(by CLC Design and Construction Services)

DRAFT AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect
without a Predefined Scope of Architect's Services

AGREEMENT made as of the [redacted] day of [redacted] in the year «Two Thousand Fifteen»
(In words, indicate day, month and year.)

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

«City of Las Cruces »
«P. O. Box 20000 (mail)
700 North Main
Las Cruces, New Mexico 88001»
«Project Management Telephone Number: 505-541-2502»
«Project Management Fax Number: 505-541-2904»

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

«Landscape Architect »« »
«»
«Telephone Number: »
«Fax Number »

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

«Term Contract for Landscape Architectural Services; RFP No. 14-15-tbd»
«Various City of Las Cruces facilities and installations»
«One year term contract for landscape architectural services as outlined in RFP 14-15-tbd; renewable up to three times in succeeding one year increments. »

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.

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

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TABLE OF ARTICLES

1 ARCHITECT'S RESPONSIBILITIES

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9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

« See Exhibit A (AIA Document B201-Exhibit A-2007); Landscape Architect Term Contract 14-15-tbd »

§ 1.2 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.

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

§ 1.4 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.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement.:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Professional Liability

Errors and Omissions Professional Liability insurance is required of the Architect in the amount of $1,000,000.00

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

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§ 2.2 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.

§ 2.3 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 consulting 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.

§ 2.4 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.

§ 2.5 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.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 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 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 for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, 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 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 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

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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 4.1.1.

§ 4.1.2 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, if applicable. 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.

§ 4.1.3 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 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to resolution in accordance with this Article. The aggrieved party shall notify the other party of the dispute within reasonable time after a potential dispute is identified by either party. Thereafter, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should the matter remain unresolved after direct negotiation, then the dispute shall be resolved by mediation in accordance with the New Mexico Public Works Mediation Act, regardless of this Agreement being an agreement for architect's services and not for a public works project. The parties shall agree on the mediator.

§ 4.2.2 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, 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.)

[« X »] Arbitration pursuant to Section 4.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

§ 4.3 ARBITRATION

§ 4.3.1 Either party shall pursue resolution of the dispute by arbitration in accordance with the New Mexico Uniform Arbitration Act; provided however in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 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).

§ 4.3.4.2 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

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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.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 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 5.7.

§ 5.7 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.

§ 5.8 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 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

« Compensation shall be based on the Architect's fee proposal as itemized in Exhibit [tbd] consisting of Matrix One and Matrix Two; and as subsequently negotiated on an individual work order basis. »

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional 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 away from Las Cruces; excluding any Architect's consultants not residents of Las Cruces, when traveling to Las Cruces away from their respective locales;

.2 teleconferences, Project Web sites, and extranets;

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.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents; when prepared for delivery to the Owner for use and / or review by the Owner;
.5 Postage, handling and delivery of documents prepared for delivery to the Owner for use and / or review by the Owner;
.6
.7 Renderings, models, and mock-ups not prepared by the Architect, 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.

§ 6.2.1 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of «ten percent » («10% ») of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

« Compensation for use of Landscape Architect's Instruments of Service shall be negotiated upon such termination. »

§ 6.4 PAYMENTS TO THE ARCHITECT
§ 6.4.1 An initial payment of «zero » ($ «0 ») 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.

§ 6.4.2 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 «thirty » («30 ») days after the invoice date shall bear interest at the rate at the rate allowed by New Mexico statutes.
(Insert rate of monthly or annual interest agreed upon.)

«N/A »« »

§ 6.4.3 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.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS
§ 7.1 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 4.3.

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

§ 7.3 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.

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User Notes: (1264675683)

§ 7.4 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 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 8 SPECIAL TERMS AND CONDITIONS

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

« As allowed by written amendment or modification subsequent to the signing of this Agreement. »

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect

.2

«City of Las Cruces Request For Proposal No. 14-15-tbd
Term Contract for Landscape Architectural Services »

.3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

«AIA Document B201-Exhibit A-2007, Standard Form of Architect's Services:
Design and Construction Contract Administration

Landscape Architect proposal entitled:
CITY OF LAS CRUCES Request for Proposal Term Contract Landscape Architectural Services
RFP No: 14-15-tbd
Date:

Landscape Architect's fee proposal consisting of Cost Matrix 1 and Cost Matrix 2; attached to this agreement as Exhibit [tbd]. »

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User Notes: (1264675683)

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

OWNER

(Signature)
«Purchasing Manager»« City of Las Cruces »
(Printed name and title)

Approved as to form:

City Attorney

ARCHITECT

(Signature)
«Landscape Architect »
(Printed name and title)

DRAFT

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User Notes: (1264675683)

City of Las Cruces
PEOPLE HELPING PEOPLE

SCHEDULE A

GENERAL CONDITIONS FOR RESPONSES

1. Proponents are advised that this solicitation is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.

2. **Inquiries and Related Addenda:**
Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.
   a. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the due date/time unless otherwise specified in the solicitation documents. Inquiries received after the deadline may not be considered.
   b. Inquiries may be mailed or hand delivered to the address stated on Section 4 below, emailed to bidclerk@las-cruces.org, or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:
      1. All transmissions should include a cover sheet.
      2. Cover sheet shall contain:
         a. The RFP number.
         b. Opening Date and Time of the RFP.
         c. Proponent name, contact person, phone number, and return fax number.
   c. Telephone inquiries will not be responded to, including the results of this solicitation.
   d. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
   e. In the event addendum is received by a proponent after its response is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.
   f. In the event addendum is received by a proponent after its response is submitted and forces a change to its response, the proponent must submit a revised response, clearly marked as a revised response.
   g. Failure to acknowledge receipt of addenda may render response as non-compliant.

3. **Response Format Requirements:**
   a. Responses include following two (2) components:
      1. A technical proposal of the submittal requirements called out in solicitation documents.
      2. A cost proposal in a separate sealed envelope consisting of itemized cost elements expected to be incurred by the City in obtaining the proposed services from the respondent.
   b. Responses are limited to a maximum of 15 pages (excluding index; transmittal letter; title page) and printed on one side only. Any and all forms incorporated in the RFP solicitation documents and submitted with response also do not count towards the specified page limit.
   c. Pages incorporated within the specified page limit must be numbered and typed in no less than 12 points per inch on one side only.
   d. All pages must be bound on left hand margin, not single stapled on top left corner.
   e. Responses must include the **RFP COMPLIANCE DECLARATION** page that is included within the solicitation documents. This requirement cannot be waived as the page confirms the respondent's understanding and compliance with the RFP submittal requirements, any required federal certification and conduct of this solicitation. This declaration must be completed and signed with each copy of response. **FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO NON-COMPLIANCE WITH RFP SUBMITTAL REQUIREMENTS.**
      1. If applicable, respondents should provide business, tax, registration numbers etc. on the RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.
   f. Response shall include six (6) copies of the proposal (one unbound), unless otherwise specified in the solicitation documents, and be marked clearly showing the RFP number and proponent name.
   g. In separate, sealed envelopes, include six (6) copies of the cost proposal (one unbound), unless otherwise specified in the RFP; marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross

receipts tax.

h. Enclose the Proposals in one shipping container to be mailed or delivered to the City Purchasing Section. Cover envelope and/or shipping container shall be marked **with the RFP number, due date and time**, plus have the respondent's return address prominently marked for identification.
i. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.
j. No other materials are to be submitted, unless specifically requested in proposal.

4. Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):	If Hand Delivered (FedEx; UPS, etc):
City of Las Cruces	City of Las Cruces
ATTN: Purchasing Section/Bid Clerk	ATTN: Purchasing Section/Bid Clerk
P.O. Box 20000	700 N. Main Street, 3rd Floor Room 3134
Las Cruces, NM 88004	Las Cruces, NM 88001

a. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days, and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.
b. Proposals delivered after the closing date and time will not be accepted and will be returned unopened.
c. Faxed proposals will not be accepted.

5. The City of Las Cruces reserves the sole right to:

a. Determine responsible respondents and responsive proposals.
b. Determine and waive minor technicalities in the responses from requirements not affecting price, quality, quantity of items, or services sought.
c. Delete, decrease or increase quantities of proposed items or service within effective price dates.
d. Reject any or all responses/proposals and terminate this solicitation process.

6. Law Application:

Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

7. Award:

a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
b. After the evaluation is complete, the award will be posted on the NMEPS website: http://www.govbids.com/scripts/nm1/Public/home1.asp
c. All proponents will receive a summary of the results via email.
d. Successful proponent will receive notice of award via email and will be contacted to negotiate a contract.
e. For negotiated contracts exceeding $50,000, a recommendation for award shall be forwarded to the City Council or review and approval.

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

LOCAL PREFERENCE NOTICE

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the NM Tax & Revenue Department and the Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower that the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

The combination of preferences is limited to 10%

RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION

_____ (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1 million but less than $5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____
(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business

City of Las Cruces
PEOPLE HELPING PEOPLE

RFP COMPLIANCE DECLARATION

RFP TITLE	:	**Term Contract for Landscape Architectural Services**
RFP NO.	:	**14-15-146**
DUE DATE/TIME	:	**Thursday, May 7, 2015 / 4:00 p.m. (local time)**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: _____ is hereby acknowledged.
(Where none received, place the figure (0) zero in this space.)

Company Name and Address

_____

_____

_____

_____

_____
Authorized signature

_____
Typed or Printed Name

_____
Title of Authorized Person

Telephone number_____

Fax Number_____

E-Mail Address_____

Las Cruces Business License _____
(If applicable)

State of Incorporation _____

NM In-State Bidder's Number_____
(If applicable)

Federal I.D. number_____

New Mexico CRS number _____
(If applicable)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

City of Las Cruces®
PEOPLE HELPING PEOPLE

ADDENDUM ONE
April 8, 2015

RFP NUMBER: **14-15-146**

RFP TITLE: **Term Contract for Landscape Architectural Services**

DUE DATE/TIME: **May 7, 2015 / 4:00 p.m.**

The following clarifications/modifications/requirements are made part of the above referenced RFP and shall be adhered to in responding to this solicitation.

Q1: When a vendor is asked to "provide a description and name of a minimum of five past contracts", can the vendor describe projects that were managed while at other companies? If yes, do these include contracts as sub-consultants or only those in which the vendor is the prime?

A1: Yes, projects that were managed while with other companies/firms are acceptable. When you provide this information, please indicate which projects were managed by your firm and which were as sub-contractors and/or as employees for other firms.

END OF ADDENDUM ONE

City of Las Cruces®
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ADDENDUM TWO
April 16, 2015

RFP NUMBER: **14-15-146**

RFP TITLE: **Landscape Architectural Services**

DUE DATE/TIME: **May 7, 2015 / 4:00 p.m.**

The following clarifications/modifications/requirements are made part of the above referenced RFP and shall be adhered to in responding to this solicitation.

Q1: Will more than one firm be awarded this contract?
A2: Yes, the City intends to award 2 to 3 firms.

Q2: Is the cap of $75,000 per year or per project?
A2: Per project.

Q3: Evaluation criteria 3 and 5 seem to be requiring the same information. Can you clarify?
A3: Criteria 5 covers references, therefore the name and **brief** description of the project along with the contact info will suffice. Criteria 3 entails a more detailed description of relevant projects.

END OF ADDENDUM TWO

Phone: 575-541-2525 Fax: 575-541-2515 Email: bidclerk@las-cruces.org

EXHIBIT B

MRWM

LANDSCAPE ARCHITECTS

Morrow Reardon Wilkinson Miller, Ltd

COST PROPOSAL

City of Las Cruces

PEOPLE HELPING PEOPLE

RFP NO.
14-15-146

DUE DATE:
MAY 7, 2015 AT 4:00 P.M.

RFP TITLE:
TERM CONTRACT FOR
LANDSCAPE ARCHITECTURAL SERVICES

PROPONENT
MORROW REARDON WILKINSON MILLER, LTD
LANDSCAPE ARCHITECTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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

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

PRODUCER
Western Assurance Corp.
3701 Paseo Del Norte NE
PO Box 94600
Albuquerque NM 87199-4600

CONTACT NAME: Kerry Buehler
PHONE (A/C, No, Ext): (505) 265-8481 FAX (A/C, No): (505) 266-3500
E-MAIL ADDRESS: kbuehler@westernassurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance	11000
INSURER B: Hartford Accident & Indemnity	22357
INSURER C: Navigators Specialty Ins. Co.	36056
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Morrow Reardon Wilkinson Miller, Ltd.
210 La Veta NE
Albuquerque NM 87108

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		34SBAZN9018	2/4/2015	2/4/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			34UECJJ6516	2/4/2015	2/4/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			34SBAZN9018	2/4/2015	2/4/2016	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34WECPX9376	3/1/2015	3/1/2016	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			CM15DPL035357IV	5/20/2015	5/20/2016	Aggregate/Each Claim	$2,000,000
A	Valuable Papers			34SBAZN9018	2/4/2015	2/4/2016	Per Occurrence	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project #1401501460 - Landscape Architectural Design Services

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kerry Buehler/KERRY

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

*1500234ZN90180101 00724