

# Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year (Paragraph deleted)
BETWEEN the Design Professional's client identified as the Owner:

City of Santa Fe 200 Lincoln Ave. Santa Fe, New Mexico 87501

and the Design Professional:

Atkin Olshin Schade Architects, Inc. 1807 Second Street, Suite 34 Santa Fe, New Mexico 87505

for the following Project:

Capital Improvement Project #333, New Fire Station #2 State of New Mexico Parcel 99306204, Address To Be Determined Santa Fe, New Mexico

The Owner and Design Professional agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

### **TABLE OF ARTICLES**

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

### **TABLE OF EXHIBITS**

- .1 EXHIBIT 1,A: Scope of Services, Project Scoping Document & Special Conditions
- .2 EXHIBIT 1,B: Design Professional Proposal Design Cost Summary
- .3 EXHIBIT 1,C: Project Work Schedule
- .4 EXHIBIT 1,D: List of Sub-Consultants of Record with Contact Information
- .5 EXHIBIT 1,E: Certificate of Liability Insurance as set forth under Article 2

### **ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

This agreement encompasses professional design services engaged to develop comprehensive plans and construction documents and all other associated design services for the CIP# 333, New Fire Station #2. The terms of this agreement are established upon the Request for Proposals (RFP) '18/29/P and the proposal from Atkin Olshin Schade Architects, Inc. (AOS Architects) dated April 3, 2018 (Proposal). The design services shall follow in accordance with these ancillary documents except as they are materially succeeded by the terms of this Agreement and its Exhibits.

See Section 12 for listing of all contract documents related to this procurement.

In event of a conflict between or among the Contract Documents, the following order of priority shall be:

- (1) This Agreement (Exhibit 1)
- (2) Exhibit 1,A: RFP Scope of Services, Project Scoping Document & Special Conditions
- (3) Exhibit 1,B: Design Professional Proposal Design Cost Summary

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

.1 Commencement of construction date:

The construction commencement date is yet to be determined.

Init.

### .2 Substantial Completion date:

Not Available; See 1.2.1 above.

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

### ARTICLE 2 DESIGN PROFESSIONAL'S RESPONSIBILITIES

- § 2.1 The Design Professional shall provide the professional services as set forth in this Agreement and its Exhibits.
- § 2.2 The Design Professional shall perform its services consistent with the professional skill and care ordinarily provided by Design Professionals practicing in the same or similar locality under the same or similar circumstances. The Design Professional shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Design Professional shall identify a representative authorized to act on behalf of the Design Professional with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Design Professional shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Design Professional's professional judgment with respect to this Project.
- § 2.5 The Design Professional shall maintain the following insurance for the duration of this Agreement. If these requirements exceed the requirements set forth below in Section 10.16 and 10.23, the insurance requirements in this Section shall take precedence.
  - .1 General Liability

Each Occurrence \$1,000,000.00, damage to Rented Premises (Each Occurrence) \$1,000,000.00, Medical Expenses (Any one person) \$10,000.00, Personal & Advertising Injury \$1,000,000.00, General Aggregate \$2,000,000.00, Products/Completed Operations Aggregate \$2,000,000.00, Employee Benefits Liability \$1,000,000.00

.2 Automobile Liability

Combined single Limit (Each accident) \$1,000,000.00

.3 Workers' Compensation

E.L. Each Accident \$100,000.00, E.L. Disease (Each Employee) \$100,000.00, E.L. Disease (Policy Limit) \$50,000.00

.4 Professional Liability

Each Claim \$1,000,000.00, Aggregate \$1,000,000.00

### ARTICLE 3 SCOPE OF DESIGN PROFESSIONAL'S BASIC SERVICES

§ 3.1 The Design Professional's Basic Services consist of those described in Article 3, and in the Exhibits, and shall include as required, all usual and customary architectural, landscape architectural, civil, structural, mechanical, electrical and special systems engineering services. The obligation to provide for and complete all required regulatory submittals for permits and approval tasks. Services related to field topographical survey(s) and geotechnical investigations are Supplemental Services. Services not set forth herein or in the Exhibits are considered Additional Services.

- § 3.1.1 The Design Professional shall manage the Design Professional's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- § 3.1.2 The Design Professional shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Design Professional shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Design Professional shall provide prompt written notice to the Owner if the Design Professional becomes aware of any error, omission or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Design Professional's services. This schedule shall be included as an Exhibit in this Agreement. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Design Professional or Owner. With the Owner's approval, the Design Professional shall adjust the schedule, if necessary, as the Project proceeds until the completion of the bid documents.
- § 3.1.4 The Design Professional shall not be responsible for an Owner's directive or substitution made without the Design Professional's approval.
- § 3.1.5 The Design Professional shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Design Professional shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- § 3.1.6 The Design Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- § 3.1.7 The Design Professional shall establish and periodically update the estimated construction cost, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the maximum allowable construction cost at any time after the Programming Phase is complete, the Owner shall notify the Design Professional. The Owner and the Design Professional shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 3.1.8 The Design Professional shall furnish, as required, surveys to describe physical characteristics, legal limitations (as currently recorded) and utility locations (in conjunction with applicable utility authorities) for the site of the Project, and a written legal description (as currently recorded) of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark referencing a known geodetic/coordinate system and completed in accordance with the requirements indicated in the RFP.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

- § 3.2.3 The Design Professional shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Design Professional shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Design Professional shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Design Professional shall prepare comprehensive Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Design Professional shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.
- § 3.2.5.2 The Design Professional shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.
- § 3.2.6 The Design Professional shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Design Professional shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Professional shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, landscape architectural, civil, structural, mechanical and electrical systems, and such other elements as may be appropriate. Grading and drainage plans with significant detail shall be included. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- § 3.3.2 The Design Professional shall update the estimate of the Cost of the Work.
- § 3.3.3 The Design Professional shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

*c*∵?\_

- § 3.4.2 The Design Professional shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project including reasonable professional efforts to comply with applicable current code and regulations in effect as of the date of building permit application.
- § 3.4.3 During the development of the 100% Final Construction Documents, the Design Professional shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Design Professional shall also assist the Owner in compiling a project manual that includes the Conditions of the Contract for Construction and Specifications provided by the Design Professional and may include bidding requirements and sample forms.
- § 3.4.4 The Design Professional shall update the estimate for the Cost of the Work.
- § 3.4.5 The Design Professional shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

# § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES § 3.5.1 GENERAL

The Design Professional shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the 100% Final Construction Documents, the Design Professional shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Design Professional shall assist the Owner in bidding the Project by
  - .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
  - .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
  - .3 organizing and conducting a pre-bid conference for prospective bidders;
  - .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of Draft addenda for finalization, approval and distribution by the Owner.
- § 3.5.2.3 The Design Professional shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare Draft addenda for finalization, approval and distribution by the Owner, identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Design Professional shall assist the Owner in obtaining proposals by
  - procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
  - .2 organizing and participating in selection interviews with prospective contractors; and
  - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 The Design Professional shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES § 3.6.1 GENERAL

§ 3.6.1.1 The Design Professional shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201<sup>TM</sup>-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Design Professional's services under this Agreement unless the Owner and the Design Professional amend this Agreement.

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

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

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Design Professional shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.6, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Design Professional shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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

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

### § 3.6.3 APPROVAL OF PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Design Professional shall review and certify the amounts due the Contractor by signing the request for payment. The Design Professional's signature on the request for payment shall constitute a representation to the

lnit.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. User Notes:

Owner, based on the Design Professional's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Design Professional's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Design Professional.

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

§ 3.6.3.3 The Design Professional shall maintain a record of the signed Applications for Payment.

### § 3.6.4 SUBMITTALS

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

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

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

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Design Professional shall review and respond to requests for information about the Contract Documents. The Design Professional shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Design Professional's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Design Professional shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

### § 3.6.5 CHANGES IN THE WORK

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

Init.

AlA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AlA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. User Notes:

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

### § 3.6.6 PROJECT COMPLETION

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

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Design Professional shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor for final completion or after correction of the Work.

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

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

### § 3.7 EXPANDED DESCRIPTION OF SERVICES

§ 3.7.1 All services related to this Article shall be undertaken in accordance with Article 1.

### ARTICLE 4 ADDITIONAL SERVICES

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

Additiona	al Services	Responsibility	Location of Service Description
(Rows de	eleted)		
§ 4.1.1 schemati	Multiple preliminary designs (comprehensive c plans)	Design Professional	Section 4.2
§ 4.1.2	Site Evaluation and Planning	Design Professional	Included in Basic Scope of Services.
§ 4.1.3	Civil engineering	Design Professional	Included in Basic Scope of Services.
§ 4.1.4	Landscape design	Design Professional	Included in Basic Scope of Services.
§ 4.1.5	Architectural Interior Design (B252 <sup>™</sup> –2007)	Design Professional	Section 4.2
§ 4.1.6	Detailed cost estimating	Design Professional	Included in Basic Scope of Services.
§ 4.1.7	As-Designed Record drawings	Design Professional	Included in Basic Scope of Services.
§ 4.1.8	Coordination of Owner's consultants	Design	Section 4.2

Init.

AlA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AlA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. User Notes:

9

		Professional	
§ 4.1.9	Telecommunications/data/special	Design	Included in Basic Scope of
systems/c	ontrols/security/building automation design	Professional	Services.
		Design	Section 4.2
§ 4.1.10	Fast-track Utility & Roadway design services	Professional	
§ 4.1.11	Furniture, Furnishings, and Equipment Design	Design	Section 4.2
	(B253 <sup>TM</sup> –2007)	Professional	

- § 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Design Professional's responsibility, if not further described in an exhibit attached to this document.
- 4.1.1 Multiple Preliminary Designs (Comprehensive Schematic Plans) in addition to basic services indicated in this Agreement and/or as indicated in Exhibit 1,A
- 4.1.5 Architectural Interior Design and specification of nonessential aesthetic features in addition to basic services indicated in this Agreement and/or as indicated in Exhibit 1,A
- 4.1.8 Coordination of Owner's consultants and City Staff in addition to basic services indicated in this Agreement and/or as indicated in Exhibit 1,A
- 4.1.10 Fast-track Utility & Roadway design services in addition to basic services indicated in this Agreement and/or as indicated in Exhibit 1,A
- 4.1.11 Design and specification of non-fixed furniture, furnishings and nonessential appliances and equipment in addition to basic services indicated in this Agreement and/or as indicated in Exhibit 1,A
- § 4.3 Additional Services may only be provided after execution of this Agreement, without invalidating the Agreement, by written amendment signed by the City and the Design Professional. Except for services required due to the fault of the Design Professional, any Additional Services provided in accordance with this Section shall entitle the Design Professional to compensation pursuant to Section 11.3 and an appropriate adjustment in the Design Professional's schedule.
- § 4.3.1 Upon recognizing the need to perform the following Additional Services, the Design Professional shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design Professional shall not proceed to provide the following services until the Design Professional receives the Owner's written authorization:
  - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method:
  - Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
  - .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4

(Paragraphs deleted)

Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- Preparation for, attendance at, and presentation at more than five (5) public presentations, meetings or hearings;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the

Design Professional is party thereto;

(Paragraph deleted)

- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .8 Assistance to the Initial Decision Maker, if other than the Design Professional.
- .9 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors
- § 4.3.2 To avoid delay in the Construction Phase, the Design Professional shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give

lnit.

prompt written notice to the Design Professional, and the Owner shall have no further obligation to compensate the Design Professional for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Design Professional;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Reviewing and Approving Change Orders that require unusually intensive evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner during bidding and construction or evaluating an inordinate quantity of nonessential substitutions proposed by the Contractor and, if accepted, making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Design Professional's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- § 4.3.3 The Design Professional shall provide Programming, Site Evaluation and Planning Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Professional shall notify the Owner:
  - .1 two (2) meetings to determine Owner and end user values and goals
  - .2 three (3) site visits for the purpose of data gathering
  - .3 three (3) interviews for the purpose of data gathering
  - .4 two (2) meetings to review findings and coordinate with City Staff in development of working plan scope
  - .5 one (1) presentations to Governing Body, stakeholders and City Staff
- § 4.3.4 The Design Professional shall provide Utility Infrastructure and Roadway Development design and construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Professional shall notify the Owner:
  - .1 twelve (12) review and coordination meetings with regulatory and permitting authorities and utility companies
  - .2 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
  - .3 twelve (12) visits to the site by the Design Professional over the duration of the Project during construction not including visits enumerated under Section 4.3.4.4
  - .4 six (6) inspections of individual portions of the Work and of the entire project scope to determine whether such portions of the Work and the entire project are substantially complete in accordance with the requirements of the Contract Documents
  - .5 six (6) inspections of individual portions of the Work and of the entire project scope to determine final completion
- § 4.3.5 The Design Professional shall provide Site and Building Design Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Professional shall notify the Owner:
  - .1 fifteen (15) review and coordination meetings with City Staff, regulatory and permitting authorities, outside consultants and the like
- § 4.3.6 The Design Professional shall provide Bidding and Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Professional shall notify the Owner:
  - .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
  - .2 thirty (30) visits to the site by the Design Professional over the duration of the Project during construction not including visits enumerated under Section 4.3.6.3
  - .3 four (4) inspections of individual portions of the Work and of the entire project scope to determine whether such portions of the Work and the entire project are substantially complete in accordance with the requirements of the Contract Documents

Init.

- 4 two (2) inspections of individual portions of the Work and of the entire project scope to determine final completion
- § 4.3.7 If the services covered by this Agreement have not been completed within forty eight (48) months of the date of this Agreement, through no fault of the Design Professional, extension of the Design Professional's services beyond that time shall be compensated as Additional Services and/or as negotiated with the Owner.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.
- § 5.2 The Owner shall provide to the Design Professional data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the project. The Owner's Representative will participate in the information gathering process, facilitate the programming process, and provide, in a timely manner, decisions made by the Owner. The Owner shall render decisions and approve the Design Professional's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.
- § 5.4 The Owner shall provide to the Design Professional master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.
- § 5.5 The Owner shall make the Owner's personnel available to the Design Professional, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.
- § 5.6 The Owner shall approve a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.
- § 5.7 The Owner shall provide the Design Professional with any available previous studies, data, reports, or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.
- § 5.8 The Owner shall provide access to the property, buildings, and personnel necessary for the Design Professional to complete the scope of services. The Owner shall conduct tours and explain the property's original, current and anticipated future use.
- § 5.9 The Owner shall furnish any readily available existing surveys and data to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The survey, legal information and data shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.10 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 Design Professional, the Owner shall furnish the requested information as necessary and relevant for the Design Professional to evaluate, give notice of or enforce lien rights.
- § 5.11 The Owner shall coordinate the services of its own consultants with those services provided by the Design Professional, unless provided for by the Design Professional as Additional Services or as otherwise provided for under

Init.

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

- § 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the Owner's needs and interests.
- § 5.13 The Owner shall provide prompt written notice to the Design Professional if the Owner becomes aware of any fault or defect in the project, including errors, omissions or inconsistencies in the Design Professional's Instruments of Service.
- § 5.14 Except as otherwise provided in this agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Design Professional's consultants through the Design Professional about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Design Professional of any direct communications that may affect the Design Professional's services.
- § 5.15 The Owner shall provide the Design Professional access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Design Professional access to the Work wherever it is in preparation or progress.
- § 5.16 Before executing the Contract for Construction, the Owner shall coordinate the Design Professional's duties and responsibilities set forth in the Contract for Construction with the Design Professional's services set forth in this Agreement. The Owner shall provide the Design Professional a copy of the executed agreement between Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.17 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Design Professional. The Owner and the Design Professional shall thereafter agree to a corresponding change in the Project's scope and quality.

### ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Design Professional and shall include all standard and customary construction costs as applicable, inclusive of New Mexico Gross Receipts Tax. The Cost of the Work does not include the compensation of the Design Professional, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Design Professional, represent the Design Professional's judgment as a design professional. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Design Professional.
- § 6.3 In preparing estimates of the Cost of Work, the Design Professional shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Design Professional's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests

lnit.

detailed cost estimating services, the Design Professional shall provide such services as an Additional Service under Article 4.

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

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

(Paragraphs deleted)

### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Design Professional 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 Design Professional intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Design Professional and the Design Professional'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 Design Professional and the Design Professional's consultants.

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

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

(Paragraph deleted)

### ARTICLE 8 CLAIMS AND DISPUTES § 8.1 GENERAL

§ 8.1.1 The Owner and Design Professional 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..

(Paragraphs deleted)

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation in accordance with the New Mexico Public Works Mediation Act. If such matter relates to or is the subject of a lien arising out of the Design Professional's services, the Design Professional may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. **User Notes:** (911626595)

- § 8.2.2 If the parties agree to mediate a dispute, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Santa Fe, New Mexico.
- § 8.2.3 The method of dispute resolution shall be in accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978.

(Paragraphs deleted)

### ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Design Professional in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design Professional's option, cause for suspension of performance of services under this Agreement. If the Design Professional elects to suspend services, the Design Professional shall give thirty days' written notice to the Owner before suspending services.
- § 9.2 If the Owner suspends the Project, the Design Professional shall be compensated for services performed prior to notice of such suspension. The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design Professional, the Design Professional may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Design Professional for the Owner's convenience and without cause.
- § 9.6 In the event of termination not the fault of the Design Professional, the Design Professional shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
- § 9.7 The Owner's rights to use the Design Professional's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

### ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Design Professional, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Design Professional shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- § 10.4 If the Owner requests the Design Professional to execute certificates, the proposed language of such certificates shall be submitted to the Design Professional for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design Professional to execute consents reasonably required to facilitate assignment to a lender, the Design Professional shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Professional for review at least 14 days prior to execution. The Design Professional shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

lnit.

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

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

§ 10.8 If the Design Professional 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, all subject to the requirements set forth in the New Mexico Inspection of Public Records Act and City ordinances.

### § 10.9 INDEMNIFICATION

§ 10.9.1 The Design Professional agrees at all times to indemnify, and hold harmless the City against all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand to the extent caused by the Design Professional's negligent acts, errors or omissions in the performance of the professional services under this Agreement as well as those of the Design Professional's employees, agents, representatives and subcontractors, or anyone for whom the Design Professional is legally liable.

### § 10.10 APPROPRIATIONS

§ 10.10.1 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Design Professional, following Article 9. The City's decision as to whether sufficient appropriations are available shall be accepted by the Design Professional and shall be final.

### § 10.11 THIRD PARTY BENEFICIARIES

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

# § 10.12 STATUS OF DESIGN PROFESSIONAL; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUB-CONSULTANTS

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

§ 10.12.2 The Design Professional shall be solely responsible for payment of wages, salaries and benefits to any and all employees or sub-consultants retained by Design Professional in the performance of the services under this Agreement.

§ 10.12.3 The Design Professional shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement, and provide proof of compliance upon request by the Owner or Owner's Representative.

### § 10.13 CONFLICT OF INTEREST

§ 10.13.1 The Design Professional warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this

Agreement. The Design Professional further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

### § 10.14 ASSIGNMENT: SUBCONTRACTING

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

### § 10.15 RELEASE

§ 10.15.1 The Design Professional, upon acceptance of complete and final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement, except for those stipulated in Sections 7.3.1. The Design Professional agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Design Professional has express written authority to do so, and then only within the strict limits of that authority.

### § 10.16 INSURANCE

§ 10.16.1 Design Professional shall also obtain and maintain Workers' compensation insurance, required by law, to provide coverage for Design Professional's employees throughout the term of this Agreement. Design Professional shall provide the City with evidence of its compliance with such requirement.

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

### § 10.17 RECORDS AND AUDIT

§ 10.17.1 The Design Professional shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

### § 10.18 APPLICABLE LAW: CHOICE OF LAW: VENUE

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

### § 10.19 AMENDMENT

§ 10.19.1 This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

### § 10.20 NON-DISCRIMINATION

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

### § 10.21 SEVERABILITY

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

### § 10.22 NOTICES

Init.

§ 10.22.1 Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party.

OWNER: City of Santa Fe

PO Box 909

Santa Fe, New Mexico 87504-0909

OWNER'S REPRESENTATIVE: Public Works Department/Facilities Division: Jason M. Kluck or other

authorized Project Administrator or Director

Siringo Administrative Complex 2651 Siringo Road, Building E Santa Fe, New Mexico, 87505

(505)955-5937

DESIGN PROFESSIONAL (OWNER'S AGENT):

Shawn Evans, AIA, Principal Atkin Olshin Schade Architects, Inc. 1807 Second Street, Suite 34 Santa Fe, NM 87505 (505)982-2133

### § 10.23 NEW MEXICO TORT CLAIMS ACT

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

### § 10.24 TERM AND EFFECTIVE DATE

§ 10.24.1 This Agreement shall be effective when signed by the City and the Design Professional, whichever occurs last, and shall terminate on June 30, 2022.

### § 10.25 NON-DISPARAGEMENT

§ 10.25.1 In perpetuity, the Design Professional understands and agrees, that as a condition to the monetary consideration provided in connection with this Agreement, during the term of the Agreement and thereafter, the Design Professional, the Design Professional's Staff, designates, sub-consultants, associates, et al (subsequently indicated herein in toto as the "Design Professional") standing to gain monetarily from this Agreement, shall not for any reason make false, disparaging or derogatory statements, verbally, in writing or otherwise, in public or private to any person, group, committee, body or agency, media outlet, etc. regarding the Owner or any of its directors, officers, employees, agents, or representatives (subsequently indicated herein in toto as the "Owner"), or regarding the Owner's business affairs and financial condition.

§ 10.25.2 Additionally, the Design Professional shall not defame the Owner on any grounds, including but not limited to disgruntlement by the Design Professional and/or disagreement between the Design Professional and the Owner, resulting from action undertaken by the Owner to ensure that the language of this Agreement and its intent be carried out in good faith by the Design Professional. Nor shall the Design Professional harbor ill will or act in turpitude toward the Owner, in any fashion, especially, that may adversely affect the completion of the work in which the Design Professional has entered into agreement to complete in good faith.

§ 10.25.3 Regardless of causation, any violation of this clause is subject to the full force of ruling law, statute and/or regulation. Nothing in this Section shall prohibit the Design Professional from communicating or testifying truthfully (i) to the extent required or protected by law, (ii) to any federal, state, or local governmental agency, or (iii) in response to a subpoena to testify.

### § 10.26 FAST TRACK DESIGN AND CONSTRUCTION

§ 10.26.1 In consideration of the benefits to the Owner of employing the fast track process (in which some of the Design Professional's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to the Design Professional, the Owner agrees to waive all claims against the Design Professional for design changes and modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process.

### **ARTICLE 11 COMPENSATION**

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

Four hundred thirty two thousand, nine hundred seventeen dollars and seventy four cents (\$432,917.74) inclusive of New Mexico Gross Receipts Tax for Professional Design Services as indicated in the terms of this agreement and in the Exhibits and ancillary documents (See Article 12.2). Should New Mexico Gross Receipts Tax rates increase during the contract period, the contract amount will be modified accordingly.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Design Professional as follows:

All fees listed below are not-to-exceed

- 4.1.1 Multiple Preliminary Designs (Comprehensive Schematic Plans) in addition to basic services indicated in this Agreement and as indicated in Exhibit 1,A: 2.5% of Total Basic Compensation (each design)
- 4.1.5 Architectural Interior Design and specification of nonessential aesthetic features in addition to basic services indicated in this Agreement and as indicated in Exhibit 1,A: up to 10% of associated approved construction estimate 4.1.8 Coordination of Owner's consultants and City Staff in addition to basic services indicated in this Agreement and as indicated in Exhibit 1,A: up to 10% of associated approved construction estimate
- 4.1.10 Fast-track Utility & Roadway design services in addition to basic services indicated in this Agreement and/or as indicated in Exhibit 1,A: as indicated under Section 11.5
- 4.1.11 Design and specification of non-fixed furniture, furnishings and nonessential appliances and equipment in addition to basic services indicated in this Agreement and as indicated in Exhibit 1,A: up to 10% of associated approved construction estimate
- § 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Design Professional as follows: (Paragraph deleted)

not to exceed 10% of associated construction cost increase or 1% of Total Basic Compensation, if not construction related, with accompanying written justification and approval process.

§ 11.4 Compensation for Additional Services of the Design Professional's consultants, when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Design Professional as stated below:

The amount approved by the City after review and any negotiation of the proposal for said services

§ 11.5 Compensation for Basic Services is based on a stipulated sum. Compensation for each phase of services shall be as follows:

Programming, Site evaluation and Planning Phase	\$20,038.25	(6.05%)
Utilities and Utility Infrastructure Development Phase	<b>:</b>	
Planning	\$5,740.18	(1.73%)
Construction Documents	\$9,000.00	(2.72%)
Bidding and Negotiation	\$672.14	(0.20%)
Construction Administration	\$2854.38	(0.86 %)
Roadway Development Phase		
Planning	\$3,686,58	(1.11%)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. User Notes:

Construction Documents	\$8,000.00	(2.42%)
Bidding and Negotiation	\$672.14	(0.20%)
Construction Administration	\$2,854.38	(0.86%)
Fire Station Building and Building Site Design Phase		
Schematic Design	\$33,886.42	(10.24%)
Design Development	\$53,096.30	(16.04%)
Construction Documents	\$100,638.81	(30.40%)
Bidding and Negotiation	\$10,122.15	(3.06%)
Construction Administration	\$79,813.26	(24.11%)
(Table deleted)		
Basic Services Sub-Total	\$331,074.99	(100%)
NMGRT on Basic Services (8.4375%)	\$27,934.45	
Supplemental Services		
Environmental Services	\$21,675.84	
Geotechnical Services	\$5,000.00	
Cost Estimating Services	\$14,745.00	
Archeological Services	\$2,509.00	
Surveying & Mapping Services	\$5,000.00	
Supplemental Services Sub-Total	\$48,929.84	
NMGRT on Supplemental Services (8.4375%)	\$4,128.46	
Reimbursable Expenses (inclusive of NMGRT)	\$20,850.00	
Total Basic Compensation (inclusive of NMGRT)	\$432,917.74	

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

Not Applicable.

(Table deleted)

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and the Design Professional's consultants directly related to the Project with 0% mark-up, as follows:

.1

(Paragraphs deleted)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. User Notes:

Mileage at current published IRS rate per mile for travel to and from in-state offices outside of Santa Fe County and to the project site from those offices.

- .2 Printing, reproductions, plots, standard form documents;
- .3 Public meeting recording and transcript;
- .4 All taxes levied on reimbursable expenses;
- .5 Travel + per diem as indicated in the Design Professional proposal dated April 3, 2018 under the Cost Summary
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner.
- .7 Renderings, models,

(Paragraphs deleted)

mock ups, professional photography and presentation materials requested by the included in the Basic Services.

Owner not

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Design Professional and the Design Professional's consultants not to exceed twenty thousand, eight hundred fifty dollars and zero cents (\$20,850.00) as indicated under Section 11.5.

### § 11.9 COMPENSATION FOR USE OF DESIGN PROFESSIONAL'S INSTRUMENTS OF SERVICE

If the Owner terminates the Design Professional for its convenience under Section 9.5, or the Design Professional terminates this Agreement under Section 9.3, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, surveys, drawings (both PDF files and AutoCAD files), maps, models, photographs, reports, and such other information and data accumulated in the performance of services under this Agreement, whether complete or in progress, prepared by the Design Professional under this Agreement shall become the Owner's property, and the Design Professional shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including Reimbursable Expenses authorized by Owner which are then due.

### § 11.10 PAYMENTS TO THE DESIGN PROFESSIONAL

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

### § 11.10.2

(Paragraphs deleted)

The Owner may, for legitimate reason and with documented justification, withhold amounts from the Design Professional's compensation to impose a penalty or liquidated damages or to offset sums requested by or paid to contractors for the cost of changes in the Work if the Design Professional agrees or has been presented by the Contractor and/or Owner with substantive evidence of a design deficiency requiring a change in work or has been found liable for the amounts in a binding dispute resolution proceeding.

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

(Paragraphs deleted)

### ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Design Professional 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 Design Professional.

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

- .1 AIA Document B101<sup>TM</sup>\_2007, Standard Form of Agreement Between Owner and Architect (aka Design Professional)
- .2 Exhibits

EXHIBIT 1,A: RFP - Scope of Services, Project Scoping Document & Special Conditions EXHIBIT 1,B: Design Professional Proposal - Design Cost Summary

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:49:53 on 05/15/2018 under Order No.1397868140 which expires on 04/05/2019, and is not for resale. User Notes:

2

**EXHIBIT 1,C:** Project Work Schedule

EXHIBIT 1,D: List of Sub-Consultants of Record with Contact Information

EXHIBIT 1,E: Certificate of Liability Insurance as set forth under Article 2

### .3 Ancillary Documents

City of Santa Fe Request for Proposals '18/29/P AOS Architects Proposal dated April 3, 2018 in response to RFP '18/29/P

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

date: 7/30/18

ATTEST:

DESIGN PROFESSIONAL:

SHAWN EVANS, PRINCIPAL

AOS ARCHITECTS, INC.
NM Taxation and Revenue CRS No.: 03-043

NM Taxation and Revenue CRS No.: 03-043320-00-7 City of Santa Fe Business Registration No.: 18-00004251

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

**Business Unit/Line Item** 

12089.572960

(Table deleted)(Paragraphs deleted)

Init.

1



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

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

1		NAL CONTRACT		or CONTRA	ACT AMENDMENT		FINAL LOF	NCE DEPT
3		ormation request			= H			Plus GRT
	Origina	al Contract Amou	ınt:		\$432,917.74	100	V	Inclusive of G
	Termir	nation Date: <u>four</u>	years after o	riginal recor	ding			
	₽	Approved by C	Council	Date:	pending			
	٣	or by City Man	ager	Date:				
Contra	ct is for:				es - CIP #333, New		-	
	Amend	dment#						J
	Increa	se/(Decrease) Ar	mount \$	entito				
	Extend	d Termination Da	te to:			_		
	Г	Approved by C	ouncil	Date:				
	Γ	or by City Man	ager	Date:	-			
Amend	ment is for:							
4	History of C	ontract & Amen			preadsheet if multip		<b></b> .	Plus GRT
	Amount \$		of original Co	ontract#		Termination Date:	Г	Inclusive of G
		Reason:						
	Amount \$ _		amendment #	#		Termination Date:		
	Amount \$	Reason:		#		Termination Date:		
		Reason:						
	Amount \$ _							
	Total of Ori							



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

Ü	Trocarement method of Original Contrac	c. (complete one of the lines)	
	RFP# 18/29/P	Date:	April 3, 2018
	RFQ F		
	Sole Source	Date:	
	Other		
6	Procurement History: New Contract		
	Durley Rodriguer Purchasing Officer Review	J	
	Comments or Exceptions:		
7	Funding Source: Exp-Emergency Service		32.325 <del>12089</del> .572960
	Budget Officer Approval	***	
	Comments or Exceptions:		
8	Any out-of-the ordinary or unusual issue	es or concerns:	
	(Memo may be attached to explain detail.	)	
9	Staff Contact who completed this form:	Jason M. Kluck	
	Phone # 955-5937		
10	Certificate of Insurance attached. (if original	nal Contract)	
For Retu	mit to City Attorney for review/signature vard to Finance Director for review/signat urn to originating Department for Committ and approval (depending on dollar level).	ure ee(s) review or forward to City Manager fo	or review
To b	e recorded by City Clerk:		
Con	ract#		
Date	of contract Executed (i.e., signed by all parti	es):	
Note	: If further information needs to be included,	attach a separate memo.	
Con	iments:		



PRODUCER
Wortley/Poole Professional Ltd.

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/27/2018

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

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

CONTACT Paul Lucci

l1 P	enn Center				(A/C, N	<sub>o, Ext):</sub> 215-56	4-6971	FAX (A/C,	No): 215-	564-6975
161 Phi	7 JFK Boulevard, Suite 880 ladelphia, PA 19103				E-MAIL ADDRE	ss: plucci@	wortleypoo	e.com		
	neth R. Wortley				PRODU CUSTO	ICER MER ID#: ATK	IN-1			
						INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
INS	SURED Atkin Olshin Schade Architects 1807 Second Street				INSURF	R A : Travelers C	Casualty & Suret	у		31194
	1807 Second Street				INSURE	RB:				
	Suite 34 Santa Fe, NM 87501				INSURE	RC:				
	Santa Fe, Min 0/501				INSURE	RD:				
					INSURE	RE:				
					INSURE	R F :				
				E NUMBER:				REVISION NUMBER		
C	HIS IS TO CERTIFY THAT THE POLICIES NICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERTA	REMEI AIN	NT, TERM OR CONDITION THE INSURANCE AFFORD	I OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH RES	SPECT TO	WHICH THIS
INSR LTR		ADDL	SUBR	₹			POLICY EXP (MM/DD/YYYY)		LIMITS	
	GENERAL LIABILITY	INSR	WY D	FOLIO I NUMBER		(MM/DD/TTTT)	(MM/DD/TTT)	EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY				I			DAMAGE TO RENTED PREMISES (Ea occurrence		
	CLAIMS-MADE OCCUR		Í '		ı			MED EXP (Any one person)	) \$	
			[ [		ı			PERSONAL & ADV INJURY	Y \$	
			1		†			GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:		ĺ		1			PRODUCTS - COMP/OP A		
$\vdash$	POLICY PRO- JECT LOC	+	<del></del>		!				\$	
	ANY AUTO				,			COMBINED SINGLE LIMIT (Ea accident)	\$	
	ALL OWNED AUTOS		1					BODILY INJURY (Per person	on) \$	
	SCHEDULED AUTOS		l '		ŀ			BODILY INJURY (Per accid	ient) \$	
	HIRED AUTOS				ŀ			PROPERTY DAMAGE (PER ACCIDENT)	\$	
	NON-OWNED AUTOS		1		ŀ		ŀ		\$	
匚		$\perp \perp \downarrow$	<u> </u>						\$	
	UMBRELLA LIAB OCCUR		i '		ŀ			EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	4	i '		ŀ			AGGREGATE	\$	
	DEDUCTIBLE		i '		ŀ				\$	
<u> </u>	RETENTION \$	1	<u> </u>						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		i '		P			WC STATU- TORY LIMITS	OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	i '		I			E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)		i '					E.L. DISEASE - EA EMPLO	YEE \$	
Ļ	If yes, describe under DESCRIPTION OF OPERATIONS below	$\perp$	<u> </u>	1				E.L. DISEASE - POLICY LI	MIT \$	
<b> </b>	Professional			106429740	ļ	12/26/2017	12/26/2018		_	2,000,000
	Liability				ļ			Ann Agg		2,000,000
RFI	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL professional liability coverage, the urance available for all covered cy lod. The limit will be reduced by p P # 18/29/P	LES (At he ag laims paym	greg pre ents	ACORD 101, Additional Remarks 5 gate limit is the total isented within the polis s of indemnity and exp			required)	tavoles	EXHIE 1, E	BIT
<u> </u>	RTIFICATE HOLDER			217/200	CANC	CELLATION			Page	25
	City of Santa Fe Purchasing Office 2651 Siringo Road Building "H"			CITYS02	ACC	EXPIRATION	N DATE THE	ESCRIBED POLICIES B EREOF, NOTICE WILL CY PROVISIONS.		
	Santa Fe, NM 87505				de	- rech	of Work	27		



# CERTIFICATE OF LIABILITY INSURANCE

KTR R001

DATE (MM/DD/YYYY) 5/4/2018

THIS CERTIFICATEIS 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 have ADDITIONAL INSURED provisions or 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 endors

PRODUCER	to to the continuate holder in hea or sac	CONTACT		<del> </del>
		NAME:		
PAYCHEX INSURANCE A	AGENCY INC	PHONE	FAX (OOO)	112 (112
			(A/C, No): (888)	443-6112
210705 P: F: (888)	443-6112	E-MAIL ADDRESS:		
·				
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	N.	AIC#
SAN ANTONIO TX 7826	55	INSURERA: Hartford Casualty Ins Co	2	9424
INSURED		INSURER B: Hartford Fire & Its P&C Affil	liates (	0091
		INSURER C:		
ATKIN OLSHIN SCHADE	E ARCHITECTS INC	INSURER D :		
125 S 9TH ST STE 90	00	INSURER E :		
PHILADELPHIA PA 191	107	INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMB	ER:	

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		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
		COMMERCIAL GENERAL LIABILITY	1					EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
A	Х	General Liab			76 SBW VM3663	10/01/2017	10/01/2018	MED EXP (Any one person)	\$10,000	
								PERSONAL & ADV INJURY	\$1,000,000	
	GEN	N'L AGGR <u>EGATE</u> LIMIT <u>APPL</u> IES PER:						GENERAL AGGREGATE	\$2,000,000	
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
		OTHER:							ş	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
		ANY AUTO						BODILY INJURY (Per person)	\$	
Α		OWNED SCHEDULED AUTOS ONLY AUTOS	AUTOS		76 SBW VM3663	10/01/2017	10/01/2018	BODILY INJURY (Per accident)	\$	
		AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$5,000,000	
A		EXCESS LIAB CLAIMS-MADE			76 SBW VM3663	10/01/2017	10/01/2018	AGGREGATE	\$5,000,000	
		DED X RETENTION \$ 10,000							s	
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
		PROPRIETOR/PARTNER/EXECUTIVE Y/N CER/MEMBER EXCLUDED?	l					E.L. EACH ACCIDENT	\$1,000,000	
		ndatory in NH)	N/A		76 WEG TU8132	10/01/2017	10/01/2018	E.L. DISEASE- EA EMPLOYEE	\$1,000,000	
		yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
				$oxed{\square}$						
				$\square$						
						I		L		

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

Those usual to the Insured's Operations. Re: RFP #18/29/P Policy Includes

Location: 1807 2ND STREET SUITE 34

SANTA FE, NM 87505

CITY OF SANTA FE PURCHASING OFFICE 2651 SIRINGO RD BLDG "H" SANTA FE, NM 87505

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

Sugar S. Castareda



# CERTIFICATE OF LIABILITY INSURANCE

KTR R001

DATE (MM/DD/YYYY) 5/4/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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

	r rights to the certificate holder i	n lieu of such endorsem	ent(s).		
PRODUCER		CONTACT NAME:			
PAYCHEX INSURANC	E AGENCY INC	PHONE (A/C, No, Ext):		FAX (A/C, No): (888)	443-6112
210705 P: F:(88	8) 443-6112	E-MAIL ADDRESS:			
PO BOX 33015			INSURER(S) AFFORDING COVERAGE		NAIC#
SAN ANTONIO TX 7	8265	INSURER A : Ha	artford Casualty Ins Co		29424
INSURED		INSURER B : Ha	artford Fire & Its P&C Aff	iliates	0091
		INSURER C :		-	
ATKIN OLSHIN SCH	ADE ARCHITECTS INC	INSURER D :			
125 S 9TH ST STE	900	INSURER E :			
PHILADELPHIA PA	19107	INSURER F :			
COVERAGES	CERTIFICATE NUMBE	₹:	REVISION NUM	MBER:	

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		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs
		COMMERCIAL GENERAL LIABILITY		li				EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
Α	Х	General Liab			76 SBW VM3663	10/01/2017	10/01/2018	MED EXP (Any one person)	\$10 <b>,</b> 000
								PERSONAL & ADV INJURY	\$1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT LOC	1	l				PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:	ļ						\$
	AUI	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Ш	ANY AUTO						BODILY INJURY (Per person)	ş
Α	Ш	OWNED SCHEDULED AUTOS			76 SBW VM3663	10/01/2017	10/01/2018	BODILY INJURY (Per accident)	ş
	Х	AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	ş
	_		ļ						\$
_	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$5,000,000
A		EXCESS LIAB CLAIMS-MADE			76 SBW VM3663	10/01/2017	10/01/2018	AGGREGATE	\$5,000,000
		DED X RETENTION\$ 10,000							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-	
	ANY OFFI	PROPRIETOR/PARTNER/EXECUTIVE Y/N CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
В	(Mar	edatory in NH)	N/ A		76 WEG TU8132	10/01/2017	10/01/2018	E.L. DISEASE- EA EMPLOYEE	\$1,000,000
		es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
			_				-		

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

Those usual to the Insured's Operations. Re: RFP #18/29/P Policy Includes Location: 1807 2ND STREET SUITE 34

SANTA FE, NM 87505

SANTA FE, NM 87505

CERTIFICATE HOLDER	١

CITY OF SANTA FE PURCHASING OFFICE 2651 SIRINGO RD BLDG "H" 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** 

Sugar S. Castareda



# City of Santa Fe, New Mexico BUSINESS LICENSE

(RANCISCO

Fe'de &

REASEN 30

Santa Fe NM, 87504 City Of Santa Fe PO BOX 909

Official Document Please Post

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Business Name: ATKIN OLSHIN SCHADE ARCHITECTS

Location: 1807 SECOND ST 34

Class: BUSINESS REGISTRATION - STANDARD

Comment: ARCHITECTURE

Control Number: 0048155

License Number: 18-00004251

Issue Date January 24, 2018

Expiration Date December 31, 2018

ATKIN OLSHIN SCHADE ARCHITECTS **1807 SECOND ST SUITE 34** 

SANTA FE NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

# City of Samta He New Mexico

# **Public Works Dept. - Facilities Division MEMO**

DATE:

May 29, 2018

TO:

Public Works, CIP & Land Use Committee/ Finance Committee/

City Council

VIA:

Kent D. DeYoung, Interim Finance Department Director

John Romero, Acting Department Director, Public Works

Jan Snyder, Assistant Chief, Fire Department 🔏

Bobbi Huseman, Acting Division Director, Facilities 84

FROM:

Jason M. Kluck, Project Administrator, Facilities Division JMK

ISSUE:

City of Santa Fe CIP #333, New Fire Station #2:

Professional Design Services Agreement (Exhibit 1)

Request award of design services scope under RFP '18/29/P to Atkin

Olshin Schade Architects, Inc. (AOS Architects) together with the

associated AIA Agreement between Owner and Design Professional in the amount of \$432,917.74 inclusive of NMGRT, Supplemental Services and

Reimbursable Expenses.

### SUMMARY:

The City of Santa Fe is planning the development of a new fire station to meet the needs of current and future City annexation zones. The amount of \$4,100,000.00 has been requested by the Fire Department (and proposed for funding under City GRT Revenue Bond) for the construction of a new access roadway, utility infrastructure and fire station building on an approximately 7 acre tract of land on Parcel 99306204 leased from the State of New Mexico, immediately west of the Veteran's Memorial Highway 599 service road dead end, west of the South Meadows Road intersection in Santa Fe, New Mexico.

The amount of \$535,000.00 was approved under the FY '17-'18 budget and is currently allocated to design the required site and infrastructure improvements and new fire station building.

On March 6, 2018, RFP '18/29/P was advertised, requesting proposals from Design Professionals for the anticipated design work.

On April 3, 2018, the Purchasing Division accepted proposals from eight qualified design firms to provide the required professional design services including program analysis, site evaluation and planning, probable cost estimates, design and construction documents, bidding, permitting and construction administration related to this project.

On April 10, 2018, the proposal evaluation team conducted evaluations of the eight proposing firms and subsequently, Purchasing Division required interviews of the top three high scoring proponents.

MEMO City of Santa Fe CIP #333, New Fire Station #2 Professional Design Services Agreement Page 2

On April 17, 2018, the proposal evaluation team conducted interviews and recommended AOS Architects as the apparent successful proponent.

The City issued a Notice of Intent to award this project scope to AOS Architects on April 18, 2018. Contract negotiations were finalized on May 2, 2018. The negotiated fee of \$432,917.74 is inclusive of NMGRT including direct reimbursable expenses not to exceed \$20,850.00.

### BUDGET:

Funding is available in Exp-Emergency Services Div, WIP Design: Business Unit #12089.572960 the amount of \$534,802.82. A design contingency reserve of \$101,885.08 will remain available in the budget after approval of the ABOC.

### SCHEDULE:

See the attached proposed work schedule Exhibit (1,C).

Public Works Committee: 05/29/2018 Finance Committee: 06/04/2018

City Council: 06/13/2018

### **REQUESTED ACTION:**

Please approve the scope of design services of this project to AOS Architects together with the associated AIA Agreement between Owner and Architect in the amount of \$432,917.74.

### **ATTACHMENTS:**

Professional Design Services Agreement between Owner and Architect (Exhibit 1)

RFP - Scope of Services, Project Scoping Document & Special Conditions (Exhibit 1,A)

Design Professional Proposal - Design Cost Summary (Exhibit 1,B)

Project Work Schedule (Exhibit 1,C)

List of Sub-Consultants of Record with Contact Information (Exhibit 1,D)

Certificate of Liability Insurance as set forth under Article 2 (Exhibit 1,E)

Design Professional fee summary spreadsheet (Exhibit 2)

Design Professional estimated work hours (Exhibit 3)

Design Professional City of Santa Fe Business License (Exhibit 4)

RFP Evaluation and Interview scores (Exhibit 5)

Shirley Rodriguez, Purchasing Division Project File

XC:

# **CITY OF SANTA FE RFP PROCUREMENT CHECKLIST**

Contractor Name: AOS Architects, Inc.

Solicitation RFP#: '18/29/P

Procurement Title: CIP #333, New Fire Station #2, Professional Design Services

Department Requesting/Staff Member Public Works/Facilities, Jason M. Kluck
Procurement Requirements:  A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*  YES N/A  Approved Procurement Checklist (by Purchasing) Departments Recommendation of Award Memo addressed to Finance Tabulation Evaluation score sheet BAR FIR Contract, Agreement or Amendment Current Business Registration and CRS numbers on contract or agreement Summary of Contracts and Agreements form Certificate of Insurance Other:  Jason M. Kluck, Project Administrator Department Rep Printed Name and Title
Department Rep Signature attesting that all information included
Durchasing Officer attesting that all information is reviewed  O5/16/18
REQUIRED DOCUMENTS FOR BID FILE*  YES N/A    Final RFP Document   Copy of legal solicitation published in the newspaper, website, etc.   All addendums   Plan holders list   Copies of all RFP submittals   Complete evaluation score sheets   Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications   Oral presentations (sign-in sheets, presentation materials, etc.)

		Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.  Reference Reviews/Reference Check Questionnaires  Pricing evaluation  Final overall evaluation matrix or summary of evaluator scores  Other:
AWAF	RD*	
YES	N/A	
		Fully executed Memo to Committees from the Department with recommendation of award Winning proposal (this is a copy that has all confidential/proprietary information excluded) Contract Award Notice  Email or notification sent to all Proponent(s)/Offerors that award was made  Waiver or "No Action Taken" from Procurement Office  If IFB and not awarded to lowest responsive, responsible bidder; written explanation  Other:
DISCL YES	OSURES N/A	*
$\boxtimes$		Contractor Disclosures & Conflicts of Interest Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) Contractor –Conflicts of Interest
	$\boxtimes$	Purchasing Office Letter or e-mail to designated individual regarding potential conflict Conflict of Interest Form signed by all parties Letter from Procurement Office regarding the potential conflict
	$\boxtimes$	Subcontractor Disclosures Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest Purchasing Officer Letter or email to designated individual regarding potential conflict Conflict of Interest form signed by all parties Letter from Legal Office regarding the potential conflict Other:
CONT	RACT*	
YES	<b>N/A</b>	Copy of Executed Contract Copy of all documentation presented to the Committees Finalized Council Committee Minutes Other:
		OUS FILE*
YES	<b>N/A</b>	Local Preference Form  New Mexico Residence Form  Veterans Exemption  Other:

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

2

PROT	EST (If a	pplicable)*
YES	N/A ⊠ ⊠ □	Documentation from protester filed with the Purchasing Office  Letter from Department to Purchasing Office Providing response to protest  Letter from Purchasing Officer to protester and Department on final outcome  Other:
		arate file folder which may contain any documents with trade secrets or other competitively fidential or proprietary information.
YES	N/A	Original proposal (s) with no redactions
<u>Jason I</u>	M. Kluck	, Project Administrator
Depart	ment Re	ep Printed Name and Title
	lar	
Depart	ment Re	ep Signature attesting that all information included