

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/10/14
ITEM FROM FINANCE COMMITTEE MEETING OF 09/02/14**

ISSUE:

7. Request for Approval of Agreement between Owner and Architect – Compressed Natural Gas (CNG) Facility Upgrade and Expansion (RFP #14/48/P); Huitt-Zollars, Inc. (Ken Smithson and Lawrence Garcia)
- A. Request for Approval of Budget Adjustment – Environmental Services Fund

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of agreement between owner and architect for compressed natural gas (CNG) facility upgrade and expansion (RFP #14/48/P) with Huitt-Zollars, Inc. in the total amount of \$191,765.40 inclusive of gross receipts tax.

FUNDING SOURCE: 52251.572960

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: August 27, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer 
Purchasing Office

VIA: Teresita Garcia, Assistant Director 
Finance Department

ISSUE: Award of Request for Proposal # '14/48/P
Engineering Design Services Compressed Natural Gas Facility – Upgrade
and Expansion

SUMMARY:

On July 10, 2014, four proposals were received for the above referenced service as follows:

	Evaluation Score	Interview
	Written	Score
Huitt – Zollars, Albuquerque	4265	3560
Bath Engineering, Albuquerque	4145	3270
Hunt, Guillot & Associates, LA	4140	3120
Bridgers & Paxton, Albuquerque	3520	

The evaluation criteria consisted of project approach/schedule (20%); qualifications (20%); expertise/past performance (20%); quality assurance (5%); resource availability (10%); quality of proposal (15%); and fee estimate (10%). The proposal was reviewed and evaluated by Kenneth Smithson, Transit, Nick Schiavo, Water, Lawrence Garcia, Environmental Services and Colin Messer, NM Energy, Minerals and Natural Resources Dept.

The using department has reviewed the proposals and recommends award to Huitt – Zollars, Albuquerque, in the amount of \$191,765.40 including reimbursable and NMGRT.

Budget is available as outlined in memo of recommendation from using department.

ACTION:

It is requested that this recommendation of award to Huitt – Zollars, Albuquerque, in the amount of \$191,765.40 be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.

EVALUATION SCORES

ENGINEERING DESIGN SERVICES
COMPRESSED NATURAL GAS FACILITY – UPGRADE AND EXPANSION

'14/48/P

Written Evaluation

RFP Submittals	Huitt-Zollars	Bath Engineering	Hunt, Guillot & Associates	Bridgers & Paxton
Jon Bulthuis	885	835	830	660
Ken Smithson	940	775	685	690
Nick Schiavo	850	840	875	750
Lawrence Garcia	840	820	825	760
Colin Messer	750	875	925	660
Total	4265	4145	4140	3520

RFP Submittals	Huitt-Zollars	Hunt, Guillot & Associates	Bath Engineering
Jon Bulthuis	925	795	785
Ken Smithson	900	735	790
Nick Schiavo	915	865	825
Colin Messer	820	875	720
Total	3560	3270	3120

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, AUGUST 25, 2014**

ITEM 12

REQUEST FOR APPROVAL OF CONTRACT AWARD FOR ENGINEERING/DESIGN SERVICES FOR COMPRESSED NATURAL GAS FACILITY UPGRADE AND EXPANSION, WITH HUITT-ZOLLARS, INC. IN THE AMOUNT OF \$191,765.40

- REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (KENNETH SMITHSON)

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

FUNDING SOURCE: 52251.572960

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Not present		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: August 18, 2014

TO: Public Works Committee

THRU: Jon Bulthuis, Transit Division Director ~~X~~

FROM: Ken Smithson, Director of Operations and Maintenance *KS*

SUBJECT: Request for Approval of Contract Award for Engineering/Design Services for Compressed Natural Gas (CNG) Facility Upgrade and Expansion, Huitt-Zollars, Inc.

ITEM

The Transit and Environmental Services Divisions are seeking the services of a qualified engineering and design firm to provide the construction drawings, equipment specifications and contract documents to upgrade and expand the City's compressed natural gas (CNG) facility located at the Transit yard at 2931 Rufina St.

The fuel compressors, storage tank equipment, distribution lines and electrical specifications – first purchased and installed in 1991 when transit services were initiated – have exceeded their useful life. The capacity of the original system is also undersized, given the increase in CNG-fueled vehicles being operated by the City of Santa Fe. In addition to Santa Fe Trails buses, 100 percent of which are fueled by CNG, the number of transit CNG vehicles has steadily increased over the years to include demand response vehicles as well as support vehicles.

The Environmental Services Division (ESD) is also in the process of replacing aging solid waste trucks and purchasing new equipment powered by CNG. Currently, ESD trucks are fueling at the fast-fill public dispenser, but this is proving to be inadequate for the 17 CNG-fueled vehicles. Thus, as part of this project, up to 40 new fueling bays will be constructed on ESD property immediately north of the CNG facility. Although not all of the fueling bays will be used immediately, the capacity of compressors and storage equipment included in the upgrade/expansion will provide for their use once ESD's conversion to CNG vehicles is complete.

BACKGROUND

Request for Proposals (RFP) # '14/48/P was issued on June 10, 2014. It was published in the Santa Fe New Mexican, the Albuquerque Journal, and e-mailed directly to at least a dozen engineering/design firms with experience in CNG facilities. A pre-proposal meeting was held at the Transit facility on June 23, 2014, with one firm in attendance. Requests for interpretations were received through July 2, 2014

(five business days before the proposal due date), and Addendum #1 was issued in response to several questions on July 7, 2014 (three business days before the proposal due date). A total of four proposals were received by the due date – July 10, 2014.

The evaluation committee unanimously selected three firms for follow-up interviews; which were held on August 7, 2014. Two of the firms (from Albuquerque) presented in person, while the third firm (from Ruston, LA) presented via GoToMeeting. A standardized set of questions was developed by the committee and sent to the three firms to establish the interview format and enable them to outline their strategies for accomplishing the scope of work.

Following the interviews, the evaluation committee ranked Huitt-Zollars, Inc. the highest, as the firm was superior in presenting its qualifications, demonstrated the best understanding of the project scope and proposed some innovative strategies for accomplishing the work. Also, Huitt-Zollars had the second-lowest base fee estimate, at \$146,020, exclusive of gross receipts tax (the base fee estimates of the two other proposers ranged from \$139,174 to \$271,384). With reimbursable expenses and gross receipts tax included, the total contract amount for Huitt Zollars is as follows:

Basic Fee:	\$146,020.00
Reimbursable:	<u>\$33,200.00</u>
Subtotal:	\$179,220.00
NMGRT (0.0700):	<u>\$12,545.40</u>
Total Contract Amount:	\$191,765.40

There are no Federal grant funds available for this project. However, since it is a shared-use project between Transit and Environmental Services, ESD has agreed to use available cash in its budget and has initiated a Budget Adjustment Request to move \$191,765.40 into BU/LI 52251.572960 for this expense.

ACTION REQUESTED

Recommend to the Finance Committee to approve a contract award for engineering/design services for the compressed natural gas (CNG) facility upgrade and expansion, in the amount of \$191,765.40, to Huitt-Zollars, Inc. A Budget Adjustment Request has been initiated to move this amount into BU/LI 52251.572960 for this expense.

ATTACHMENTS

- Exhibit A – Huitt-Zollars fee estimate
- Exhibit B – Huitt-Zollars proposal
- Exhibit C – Addendum #1, issued July 7, 2014
- Exhibit D – RFP # '14/48/P, issued June 10, 2014
- Exhibit E – Budget Adjustment Request
- Exhibit F – Summary of Contracts, Agreements and Amendments
- Exhibit G – AIA Document B101 – 2007, Standard Form of Agreement Between Owner and Architect

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

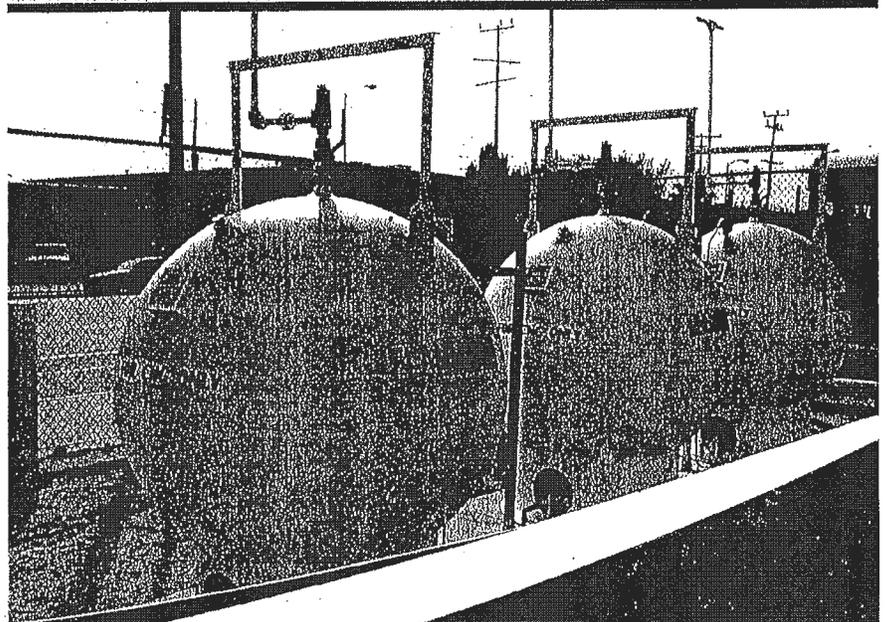
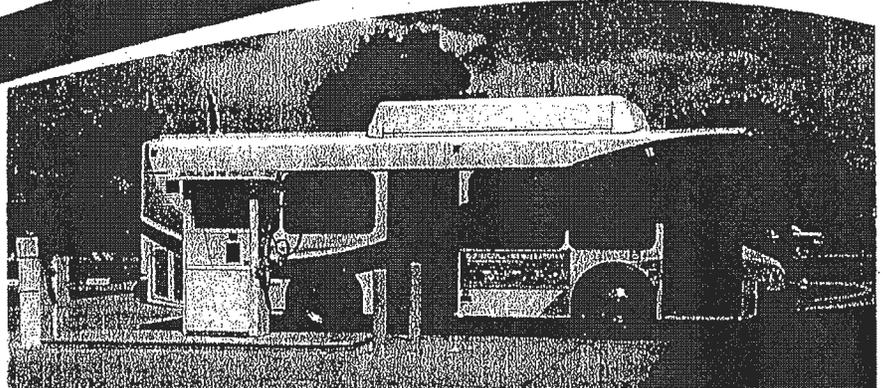
FEE ESTIMATE				
PROFESSIONAL SERVICES				
1. NAME OF PROJECT: ENGINEERING DESIGN COMPRESSED NATURAL GAS FACILITY – UPGRADE AND EXPANSION			2. RFP #: '14/48/P	
3. NAME OF APPLICANT: HUITT-ZOLLARS INC.			4. DATE OF PROPOSAL: JULY 10, 2014	
5. ADDRESS OF APPLICANT 6501 AMERICAS PARKWAY NE, ABQ, NM 87110		6. TYPE OF SERVICE TO BE FURNISHED: ENGINEERING		
PART 2 – COST SUMMARY BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Civil Engineering	114	\$38	\$ 4,332	
Architectural/PM	306	\$41	\$12,546	
Landscape Architect	182	\$32	\$ 5,824	
Structural Engineering	85	\$40	\$ 3,400	
DIRECT LABOR TOTAL:				\$26,102
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
Civil Engineering	1.8645	\$4,332	\$ 8,077	
Architectural/PM	1.8645	\$12,546	\$23,392	
Landscape Architect	1.8645	\$ 5,824	\$10,859	
Structural Engineering	1.8645	\$ 3,400	\$ 6,339	
OVERHEAD TOTAL:				\$48,667
9. FEE OR PROFIT (show rate and base)		\$74,769 x 1.1 (10%)		\$ 7,477
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Fuel Solutions, Inc. – CNG Consultant			\$38,819	
AC Engineering – Electrical Engineering			\$24,955	
SUBCONTRACTOR TOTAL:				\$63,774
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:				
12. OTHER (specify)			ESTIMATED COST	
Surveying (Reimbursable if required)			\$ 6,400	
Geotechnical Report (Reimbursable if required)			\$ 4,800	
Environmental Assessment (Reimbursable if required)			\$15,500	
Printing (Reimbursable if required)			\$ 6,500	
13. OTHER (specify)				ESTIMATED COST
SUBTOTAL ITEMS 7-11:				\$146,020
14. GROSS RECEIPTS @7%				\$ 10,221
15. TOTAL PRICE (includes Reimbursable Expenses)				\$156,241
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		FACILITIES DIVISION

EXHIBIT B



Engineering
Design Services
Compressed
Natural Gas
Facility
Upgrade and
Expansion

RFP #14/48/P
July 10, 2014



HUIT-ZOLIA

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. | 6501 Americas Pkwy. NE | Suite 550 | Albuquerque, NM 87110-8154 | 505.883.8114 phone | 505.883.5022 fax | huilt-zollars.com

July 10, 2014

City of Santa Fe
Purchasing Office
2651 Siringo Road
Building H
Santa Fe, NM 87505
Attn: Purchasing Officer

RE: Engineering Design Services for CNG Facility Upgrade and Expansion
RFP Number: 14/48/P

Dear Selection Committee Member:

The City of Santa Fe is seeking qualified design professionals to assist the City in the design and construction of upgrades to the existing CNG Fueling Facility for Santa Fe Trails (SFT) and for the City's Environmental Services Division (ESD). The existing facility currently serves the transit facility as well as a public fueling station. The existing system was installed in 1991 and is in need of updates to provide additional fueling capacity for the SFT's paratransit vehicles and for the soon to be operating solid waste collection vehicles. Santa Fe Trails anticipates a need for 18 additional slow fill fueling stations and ESD is anticipating 40 fueling dispenser for their vehicles. Additionally, the existing fast fill station will be evaluated to determine if additional dispensers and equipment are required at this location.

Huitt-Zollars is eager to demonstrate our design approach and commitment to making this project a success. Our qualifications are presented in the following proposal and summarized below:

Fueling Facility Design Experience

Huitt-Zollars has recently provided design and construction phase services for upgrades to two City of Albuquerque fueling facilities. The main fueling station at Pino Yards serves a wide variety of vehicle types and fueling needs, from fire apparatus to passenger vehicles. CNG fueling requirements was included in the project at the other fueling station at Eastside. Additionally, our firm has designed numerous transit and public works maintenance facilities that have included CNG fuel requirements. However, to strengthen our team we have added Fuel Solutions (FS) to our design team to further strengthen our design capability. FS is a design firm that specializes in fueling facilities with an emphasis on CNG. They have designed over twenty CNG fueling facilities for both transit and other public agencies including solid waste collection vehicles. They have established a proven method of programming and design techniques to ensure the CNG system is designed to meet both the current and future operational needs as well as the budgetary requirements of the project. Together, our team will provide an efficient and functional facility for the City of Santa Fe.

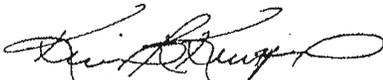
Commitment

Huitt-Zollars is committed to the City of Santa Fe and you can be assured that the individuals on our design team will be on the project from start to finish.

Huitt-Zollars acknowledges that one addendum was issued for this RFP. If you have any questions or need any additional information please feel free to call me or our Project Manager, John Jarrard at 505- 883-8114.

We appreciate your time in reviewing this proposal and look forward to our continued working relationship with the City of Santa Fe.

Sincerely,
Huitt-Zollars, Inc.



Kim R. Kemper, PE
Senior Vice President



Section A.

Table of Contents

HUITT-ZOLIARS



TABLE OF CONTENTS

	Page
General Work Plan.....	1
Project Schedule.....	5
Project Team Description and Qualifications	6
Experience/Past Performance.....	9
Quality Assurance.....	15
Resource Availability/Workload.....	18
Resumes.....	20
Insurance Certificates.....	
Resident Preference Certificate.....	



Section B.

General Work Plan Based on Scope of Work

HUNT-ZOLLARS



GENERAL WORK PLAN

The project RFP includes a very thorough Scope of Services section. The Huitt-Zollars team has reviewed this information and takes no exception to the indicated scope. Accordingly, our approach will be to follow the prescribed scope. As such, we have elected to only describe work elements that we believe are either particularly important, or that we will modify or further enhance. Otherwise, HZ will provide and comply with all of the work elements called for in the RFP.

PHASE A – PROGRAMMING

As the cornerstone of the project, significant focus will be placed on this part of the project. In order to ensure a comprehensive and objective fact-gathering process, subconsultant Fuel Solutions has developed a 'CNG facility programming questionnaire' that addresses over 70 specific issues that drive the design of the work. These issues range from geotech to fuel management to dispenser pressures (3000 PSI vs. 3600 PSI) to the type of lube oil used in the existing CNG system, as needed to ensure that the new oil is compatible. A sample questionnaire is provided below.

Another early and critical work element within the programming phase will be to coordinate the increased gas flow with New Mexico Gas Company. This will include maximizing the supply pressure to the replacement facility, since increased supply pressure will allow higher flows from a given compressor. For example, a compressor flow of about 400 std. cubic ft. per minute (SCFM) can be generated from a compressor-inlet pressure of 20 PSI, and will have a running motor load of about 180 HP. However, if the utility can provide 38 PSI to the skid inlet, the same compressor will produce about 500 SCFM and will have a running motor load of about 200 HP. As the performance benefits are even greater at higher supply pressures, maximum attention will be applied to this issue with NMGC.

Partial document –
Example work product

PROPRIETARY Document -
Do Not Release

Item	Question or Issue	Comments	Status
9	What environmental protections are required or desired for the equipment, including from temperature and precipitation?		
10	What paving surface is desired within the equipment compound?		
Authorities Having Jurisdiction			
11	Will the CNG facility design be subject to local (municipal or county) plan check and building permit? If so, what is the jurisdiction?		
12	What fire department has jurisdiction over the project?		
13	Has UTA contacted the FD about this project? If so, who at FD was contacted, and is there any preliminary guidance from FD?		
14	When should P10 or other local jurisdiction be contacted about this project?		
Facility siting & location			
15	Is there a specific location or area targeted for the CNG equipment compound on the project site, including involutions (such as avoid P10 that face residential areas)?		
16	Are there any specific noise limits for the project area? Where are the most noise sensitive neighbors located?		
17	What is the proximity and capacity of the nearest 4-20 CNG hauling facilities that UTA could use if the planned facility goes down?		
18	Is CNG compressor redundancy needed? If so, according to design capacity of 2000 SCFM, should the system include 2 x 1000 SCFM compressors, or 3 x 1000 SCFM compressors, or will requirements for CNG contractor govern?		
Parameters for Vehicles, and First- and Then-Fill Fueling			
19	How many vehicles filling the tank? If so, how many first-fill vehicles will need to be fueled simultaneously?		

Page 2 of 6
Fuel Solutions, Inc. • PNL • NCG



UTA - Fuel-CNG Questionnaire - 051313.xlsx

The data-collection work will also include a thorough examination of the existing CNG system. While the majority of it is likely not suitable for use in the replacement system, we will identify any elements – large or small – that may be useful going forward. This will include consideration of the increased capacity and 20+ year life expectancy needed for the new CNG system. A key aspect of this is the possible re-use of the existing CNG-distribution lines downstream of the existing compressor discharge. Considerations here will include rated pressure, diameter (gas velocity and pressure drop at the increased flow rates) and route of the lines.

The approach for gathering the data will be to distribute the questionnaire to City stakeholders several days in advance of the design-kickoff meeting, allowing staff to consider the questions and begin formulating responses. Then, during the kickoff meeting, the HZ team will review all questions and answers with the stakeholders, in order to develop consensus responses for the entire document. The completed questionnaire will then be used as the basis to develop all of the detailed items listed as items a.-h. under part A.1 of the RFP's scope of services section.

One additional scope item that is likely to be included as part of the programming phase is to conduct a civil survey of the project area. Though survey work is listed in the Phase B 'Design Development' portion of the



project RFP, we recommend it be done as early as possible. This will provide the design team with an accurate basis to develop the conceptual plan as required in Phase A, and further ensure that setbacks from property lines, buildings, and utilities – both underground and overhead – are accounted for at the start of the project.

While not an instigation consideration, an additional aspect that must be resolved during Phase A – as part of the concept design – is whether the replacement facility will be built alongside the existing system, or whether it will be a 'replacement in place' approach, where the new system would use the existing equipment shelter. Accordingly, this issue will need to be studied and resolved early, in order to set a basis of where and how the replacement CNG system will be built.

PHASE B – DESIGN DEVELOPMENT

The more significant work elements that the HZ team will execute during the design-development phase include the following aspects and design considerations:

- Develop drawing list. Though not final, a tentative drawing list is provided below. Titles, numbering and final content will be coordinated with the City, and will be reflective of the actual design requirements.
 - G-001 – Cover Sheet and Drawing Index
 - G-002 – General Project Notes & Codes
 - G-101 – Project Site Plan & Demolition Plan
 - M-001 – Mechanical Notes & Legend
 - M-101 – CNG Equipment Plan
 - M-102 – CNG Piping Plan
 - M-103 – Safety Sign Plan
 - M-501 – Equipment Schedule
 - M-511 – CNG Equipment Details 1
 - M-512 – CNG Equipment Details 2
 - M-513 – Safety Sign Details
 - M-514 – Cathodic Protection Details
 - M-601 – CNG Process Flow Schematic
 - M-602 – CNG Controls & Low-Voltage Schematic
 - E-001 – Electrical Notes & Legend
 - E-101 – Electrical Equipment Plan
 - E-102 – Electrical Conduit & Conductor Plan
 - E-103 – Hazardous Area & Grounding Plan
 - E-511 – Electrical Details 1
 - E-512 – Electrical Details 2
 - E-601 – Electrical Single-Line Diagram
 - S-001 – Structural Notes & Specifications
 - S-101 – Structural Plan
 - S-511 – Structural Details 1
 - S-512 – Structural Details 2
- Consideration of control (priority) and capacity (SCFM) strategies as needed to accommodate both the time-fill fueling of the refuse trucks and the fast-fill fueling of the bus fleet. This is particularly critical, since there will likely be significant overlap when both fleets will need to be receiving CNG fuel.
- Strategy for maintaining CNG output and service from the existing system while the replacement CNG system is constructed. For example, this may include strategies such as temporarily using the existing CNG lines as supplied by the new compressors, while the new lines are being constructed, then cutting over to the new lines once they are pressure tested and completed.
- Developing a strategy and schedule for any possible service reductions or interruptions.
- Possible re-use of portions of the existing system. However, as mentioned above, performance and durability will be critical considerations.
- Plan for and allow at least one phase or round of future expansion to the CNG system. This would likely include the ability to add at least one compressor, as well as expansion of the time-fill and fast-fill dispensing systems. By sizing the gas supply, electrical-power supply, gas dryer and equipment compound appropriately, the added cost would be minimal now, and would save the City significant cost in future years, at the time such expansion is needed.
- Assessing the need and strategy for backup electrical power for the CNG system, including fuel type (natural gas or diesel), and transfer-switch type (manual or automatic), and number of compressors to be supported.
- Outlining of the equipment-specification manual, including general, mechanical and electrical requirements.
- Further refining the opinion of probable cost that was first developed in the programming phase, including consideration of additive and deduct alternates. These could include



- Storage vessels
- Compression capacity
- Equipment shelter (if the replacement system doesn't use the existing shelter)
- Generator capacity
- Dispensing configuration (both fast- and time-fill subsystems)

PHASE C – CONSTRUCTION DOCUMENTS

For the construction-document phase, the HZ team will closely follow the guidance indicated in the scope of services section of the RFP. This will include the following key aspects:

- Completion of the design drawing package.
- Completion of the specification manual.
- Updating of the cost opinion.
- Assistance to prepare a suitable bid form.
 - Submittal of the drawing package to the City for plan-check approval, including implementing corrections as required to obtain approval.

PHASE D – BIDDING

If elected for implementation by the City, the HZ team will assist the City throughout the bidding process. This will include at least the following work elements:

- Assist to identify suitably qualified contractors, including providing contact information.
- Attend the pre-bid conference.
- Respond to technical RFI's submitted by contractors during bidding.
- Review and comment on bids and/or qualifications of contractors as appropriate.

PHASE E – CONSTRUCTION ADMINISTRATION AND WARRANTY

The HZ team will assist the City throughout the construction process, as well as support the project for the 11 months following completion of construction. This work will include at least the following work elements:

- Attend the pre-construction meeting.
- Respond to technical RFI's submitted by contractors during construction.
- Review submittals for materials and equipment.
- Conduct site visits as prescribed, including:
 - Determining required testing
 - Photo documenting progress
 - Supervise specialized inspections, such as pressure tests of field-fabricated piping and tubing, and observing the setting of main equipment
 - Prepare field reports
 - Inspection of the work to determine substantial completion, including for:
 - General compliance with the drawings and specifications
 - Functional aspects, such as proper operating pressures and temperatures
 - Performance, including conducting timed-throughput performance testing
 - Safety, including verifying relief-valve settings, function of emergency-shutdown systems, fire extinguishers, and safety signage
 - Determination of substantial completion
 - Completion of as-built drawings in CAD, based on the contractor's red-lined field drawings.

Note that it is our experience that the full-time on-site construction-supervision scope suggested in the RFP is not typically warranted for a project of this type. However, limited periods of activity may warrant such added supervision.



Section C.

Project Schedule

HUITT-ZOLLARS



PROJECT SCHEDULE

Microsoft Project will be used to set up and monitor the progress of each task for all phases of the project. Schedules and critical path items will be established during the early stages of the project. A project baseline schedule will be prepared to compare the actual progress with the planned progress. Monthly updates will be provided to the City's Project Manager as the project progresses to track the status of critical path items as they relate to the proposed completion date. If activities lag behind schedule or lose momentum, John Jarrard, Project Manager will work with team members to develop an action plan to restore schedule performance. Monthly progress reports will include an issue resolution matrix, defining issues that need clarification, their status, and the responsible party.

A sample project schedule is shown below. A detailed schedule specific to the project will be developed prior to starting the design phase to ensure the submittal deadlines are consistent with the design deliverables and construction completion requirements.

Project Schedule

City Council Award

Kick Off Meeting

PROGRAMMING PHASE

4 WEEKS

FIELD INVESTIGATION

- o SITE SURVEY
- o UTILITY MAPPING
- o GEOTECHNICAL INVESTIGATION

DEVELOP AND DISTRIBUTE QUESTIONNAIRE

MEET WITH CITY TO REVIEW QUESTIONNAIRE RESPONSES

PREPARE PROGRAM DOCUMENT

- o UTILITY / EQUIPMENT REQUIREMENTS
- o ANALYSIS AND RECOMMENDATIONS
- o PRELIMINARY COST ANALYSIS

City Review

2 WEEKS

DESIGN DEVELOPMENT PHASE

8 WEEKS

PREPARE 50% DESIGN DOCUMENTS

- o DRAWINGS
 - * SITE PLANS
 - * UTILITY PLANS
 - * EQUIPMENT PLANS
 - * STRUCTURAL PLANS
 - * ELECTRICAL PLANS
- o SPECIFICATIONS

UPDATE PRELIMINARY COST ESTIMATE

City Review

2 WEEKS

CONSTRUCTION DOCUMENT PHASE

PREPARE 100% DOCUMENTS

- o DRAWINGS
 - * SITE PLANS
 - * UTILITY PLANS
 - * EQUIPMENT PLANS
 - * STRUCTURAL PLANS
 - * ELECTRICAL PLANS
- o SPECIFICATIONS

UPDATE PRELIMINARY COST ESTIMATE

City Review

2 WEEKS

BIDDING AND CONSTRUCTION

24 WEEKS



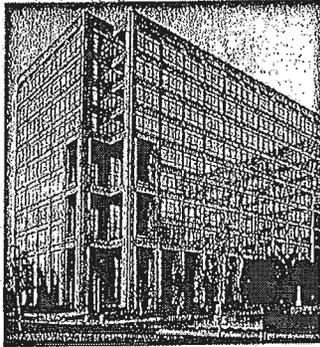
Section D.

Project Team Description and Qualifications

HUITT-ZOLLARS



PROJECT TEAM DESCRIPTION AND QUALIFICATIONS



Huitt-Zollars, Inc.
6501 Americas Parkway NE, Suite 550
Albuquerque, New Mexico 87110
Phone: 505.883.8114
Fax: 505.883.5022
www.huitt-zollars.com

HUITT-ZOLLARS

Huitt-Zollars was founded in 1975 by Larry Huitt and Robert Zollars to provide professional design services. The company was incorporated in Texas on January 15, 1976.

Huitt-Zollars is a full-service engineering and architectural firm with offices in Dallas, Fort Worth, Austin, Houston and El Paso, Texas; Orlando, Florida; Denver, Colorado; Phoenix, Arizona; Irvine, Los Angeles, Ontario and Thousand Oaks, California; Albuquerque and Rio Rancho, New Mexico; Oklahoma City, Oklahoma; and Seattle and Tacoma, Washington. The firm has a staff of professional, technical, and support personnel with diversified skills, capable of handling highly complex multidiscipline and concurrent assignments. We have provided outstanding professional consulting services to transit and other public agencies throughout the United States.

In 1997, Huitt-Zollars, Inc. founded the Albuquerque office to provide design services in the Albuquerque area. In 1999, Huitt-Zollars strengthened itself through the acquisition of CINFRAN Engineering, adding an office in Rio Rancho. Today, the New Mexico offices include 26 professionals who provide architectural design, civil design, surveying, and construction management services to a variety of clients around the state.

Huitt-Zollars has a rock-solid reputation for excellence in New Mexico, as witnessed by its New Mexico Quality Award. The Pinon Level Award was awarded to the company's New Mexico offices because of their commitment to using quality concepts and principles, including leadership, strategic planning, customer focus, and business results.

The firm's professional, technical, and support personnel have diversified skills capable of handling highly complex multidiscipline assignments. The strength of Huitt-Zollars lies in its people and their ability to provide expertise in all disciplines required for a project. This full-service capability affords coordination beyond the prime/consultant organization since in-house lines of communication are firmly established and easy to maintain. This arrangement also provides a single focus for the project, resulting in smoother progression; efficient designs that balance function, economics, and aesthetics; and construction documents that incorporate our client's objectives. Huitt-Zollars can take a project from start to finish, from initial study through the design process to construction management.

New Mexico Employees By Discipline

3	Architects
2	Architect Interns
5	Civil Engineers
1	Structural Engineer
1	Water/Wastewater Operations
7	Designers/CADD Technicians
2	Surveyors
1	Construction Manager
1	Computer Support
4	Administrative
27	Total New Mexico Personnel

Name	Discipline	NM Reg. No.
Amann, Wendy	PE Structural	17657
Brauer, James D.	PE Civil	15639
De La Vega, Raymond	PE Civil	21078
Eddings, Scott A.	PE Civil	12856
Gallegos, Joseph M.	Architect	3977
Jarrard, John L.	Architect	1658
Kemper, Kim R.	PE Civil	10542
Likar, Jarrod	PE Civil	16910
Stelzer, Kim	PLS	7482
Vote, John Wesley (Wes)	PE Civil	16920

Huitt-Zollars employs 27 New Mexico personnel and more than 450 company-wide. We offer services in architecture, engineering, construction management, and surveying. Kim Kemper, PE will serve as our Principal-in-Charge. Kemper is a Senior Vice President of the firm and the New Mexico Office Manager. John Jarrard, AIA, LEED AP, Vice President, will serve as our Project Manager. Kemper is authorized to sign agreements with the City of Santa Fe for this contract. Our Federal Tax ID Number is 75-1500178 and our New Mexico CRS Number is 02-279106-000.



SUBCONSULTANTS

Fuel Solutions, Inc.

1234 Santa Monica Blvd, Suite 133
Los Angeles, California 90025
Phone: 310.207.8548
Fax: 310.207.8957
www.fuelsolutionsinc.com



Fuel Solutions provides objective and comprehensive design and technical consulting services. Since 1994, FS has served over 100 clients and 190 fuel-infrastructure projects, with a focus on CNG, and on integrating multiple fuel types for public-sector fleets. Fuel Solutions' staff of four full-time consultants provides engineering and consulting for fueling infrastructure, serving both public- and private-sector vehicle fleet operators. Since 1994, the firm's mission has been to furnish fleet owners with objective consulting and design services that deliver safe, efficient and cost-effective alternative- and conventional-fueling infrastructure.

Fuel Solutions facilitates the development of fleet-fueling infrastructure by providing specialized consulting services in the following areas:

- **Engineered Design:** Also called 'design bid build' – prepare complete design drawings for fueling infrastructure.
- **Design-Build:** Prepare preliminary design drawings for fueling infrastructure with accompanying comprehensive specifications calling for construction contractor to prepare final design-drawing package and obtain plan-check approval.
- **Turnkey Design-Build-Operate-Maintain:** Fuel Solutions is highly experienced with this unique approach. We prepare specifications and a conceptual design that call for a turnkey contractor to provide the entire facility, to include some or all initial capital as required, the final design, and all equipment and installation work.
- **Garage Modifications:** Design modifications to vehicle-repair garages for compatibility with CNG-, LNG-, and H2-fueled vehicles.
- **Other Services:** Fuel-neutral feasibility studies, including cost-benefit and expense-differential modeling, and life-cycle costs between competing fuels (i.e. ULS clean diesel vs. CNG). Also accident investigations and safety inspections, grant applications, fleet analysis (i.e. fuel efficiency, cost effectiveness, emission-reduction analysis), fueling and safety training, evaluation of equipment and fueling facilities, gas-commodity procurement, and public-awareness issues.

A C Engineering Enterprises, LLC

120 Aliso Drive SE
Albuquerque, New Mexico 87108
Phone: 505.842.5787
Fax: 505.842.5797
www.acenm.com



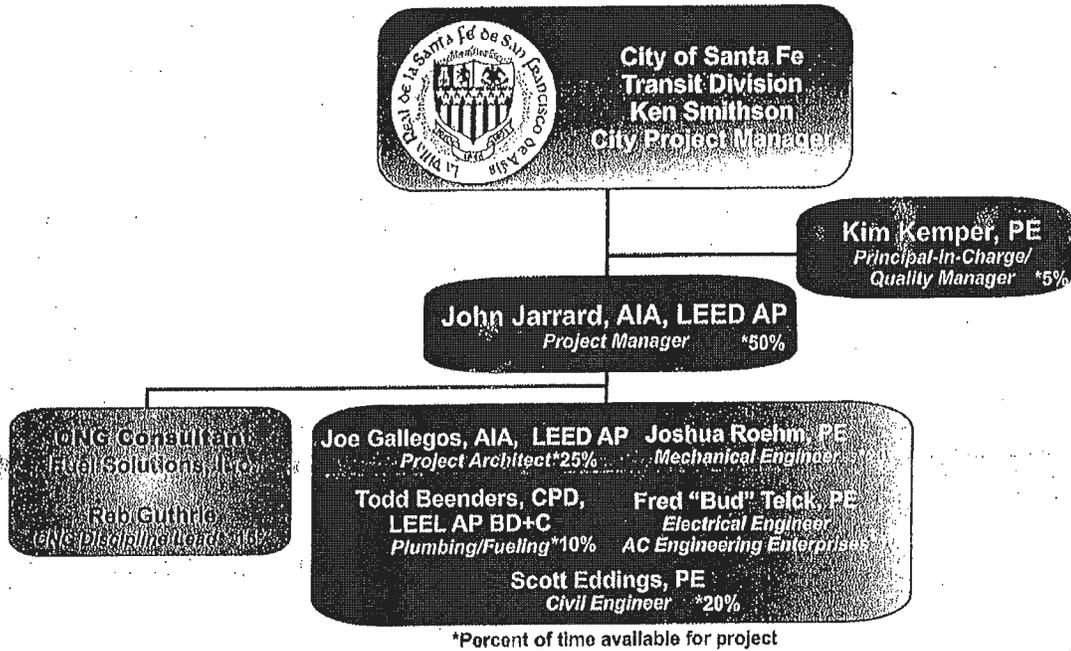
A C Engineering Enterprises, LLC (ACE) was started by Fred J. Telck and Andrea Collinge in May 2007. ACE provides electrical engineering services. The firm has provides engineering services for a multitude of consulting facets including the following:

- | | |
|--|---|
| <i>Feasibility studies</i> | <i>Computer power distribution systems</i> |
| <i>Lighting - power distribution - special systems</i> | <i>Primary electrical distribution systems (above 600V)</i> |
| <i>Energy management systems - instrumentation & control</i> | <i>Site electrical utilities</i> |
| <i>Building automation systems design</i> | <i>Fire protection</i> |



ORGANIZATIONAL CHART

The Huitt-Zollars team has the personnel and experience to provide the City of Santa Fe a project that is on-schedule and within budget. We have provided design services for numerous public agencies that require compliance with owner standards, master plans, and building committees. The Design Team will be organized around our Project Manager, John Jarrard. Jarrard was the Project Manager and Lead Architect for several City projects and is familiar with the City's design and submittal requirements for this project.



Team Member/ Assigned Tasks	License(s)/Certification(s)	% of Project Work
✓ John Jarrard, AIA Project Management	Registered Architect: 1983/NM/#1658; 2003/AZ/#39262; 2007/CA/#C31074; 2008/CO/#401507; 2011/TX/#22697	25%
Kim Kemper, PE Principal-in-Charge/ Quality Management	Professional Engineer/Civil: 1988/NM/#10542	5%
Joe Gallegos, AIA Architecture	Professional Architect: 2003/NM/#3977; 2003/NCARB/#57855	10%
Scott Eddings, PE Civil Engineering	Professional Engineer/Civil: 1995/NM/#12856	15%
Joshua Roehm, PE, LEED AP, ASHRAE CPMP Mechanical Engineer	Professional Engineer/Mechanical: 2013/NM/#21832; 2013/TX/#114733, 2001/OH/#65624, 2012/PA/#080870, 2010/W.VA/#019471; 2011/WY/#13625; Commissioning Process Management Professional (CPMP)	15%
✓ Fred "Bud" Telck, PE Electrical Engineer	Professional Engineer/Electrical: NM/#6297; AZ/#1801; CO/#0028160; ID/#5183; TX/#56095; UT/#5103114-2202	15%
Todd Beenders, CD, LEED AP BD+C Plumbing/Fueling	Certified in Plumbing Engineering (CIPE/CPD): 1984/#3398 Licensed Registered Irrigator: 1997/ TX/#5942	5%
✓ Reb Guthrie CNG Discipline Lead	1995/Certification from the NGV Institute (Las Vegas) for advanced techniques in theory, design and development of CNG infrastructure	5%



Section E.

Experience/Past Performance

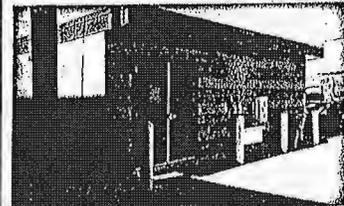
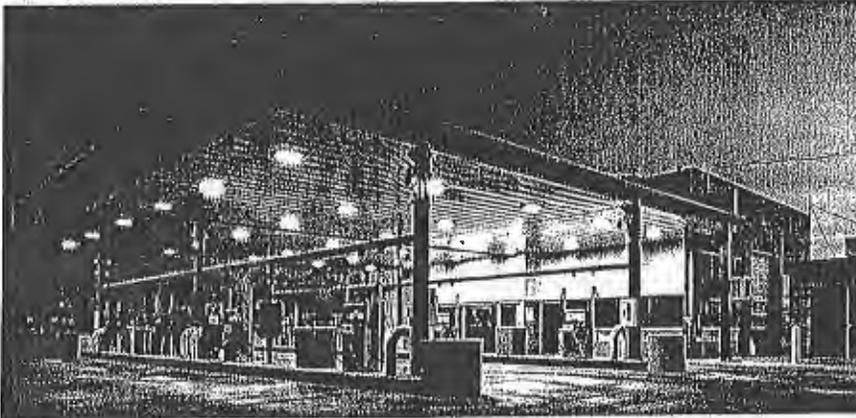
HUITT-ZOLIARS



EXPERIENCE / PAST PERFORMANCE

PINO YARDS AND EASTSIDE FUELING FACILITY IMPROVEMENTS

Albuquerque, New Mexico



Huitt-Zollars recently completed the design and construction phase services for the Pino Yards and Eastside Fueling Facilities. The City of Albuquerque currently has three fleet fueling facilities: Pino Yards, Fourth Street and Eastside. These facilities provide unleaded gasoline, E-85 gasoline, diesel and CNG fuels (4th Street Only) as well as lubricants, air and water for all City owned vehicles, except transit. The fueling facilities at Pino Yards were the oldest and in the most need of upgrades. The fuel dispensers were over 30 years old and had far exceeded their life expectancy. The layout of the existing fueling island was also problematic. Dispensers were not located properly to provide an efficient and functional flow of vehicles. Two new fueling islands with ten (10) new fuel dispensers were constructed at this facility, four (4) diesel, four (4) unleaded dispensers and two (2) DEF dispensers. A new fluid containment building was constructed to house the engine oil, hydraulic oil, ATF and Diesel Exhaust Fluid (DEF) tanks and lubricant and compressed air dispensers. The location of the building was sited to provide easy vehicle access as well as close proximity to the fueling islands. New canopy lighting was also included in the project. The Pino Yards project also included installation of three new underground fuel storage tanks. The new 20,000 gallon tanks include one for diesel fuel and two for unleaded fuels. Environmental documentation was provided by the design team to document the existing tank removal and the assessment of existing soils to ensure all contaminated materials were properly removed and disposed of. The Eastside project included a new fluid containment building to house the DEF tank and new diesel / DEF dispenser located on the existing fueling island.

Project Budget: \$2.1 million

Original Design Cost: \$261,048

Final Design Cost: \$275,367

No. of Amendments to Design Contract Prior to Bidding: 0

Original Design Completion Date: 12/1012

Actual Design Completion Date: 12/2012

Original Construction Completion Date: 12/2013

Actual Construction Completion Date: 12/2013

Construction Estimate: \$1.95 million

Construction Cost: \$1.86 million

Change Orders from Design Error or Omission: N/A

Prime Consultant: Huitt-Zollars, Inc.

Consulting Firms: Bridgers & Paxton Consulting Engineers, Inc.; Kleinfelder, Inc.

Owner/Client/Reference(s): City of Albuquerque, Jerry Francis, 505.768.3083, Architect/Project Manager



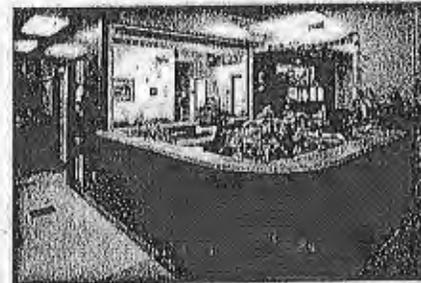
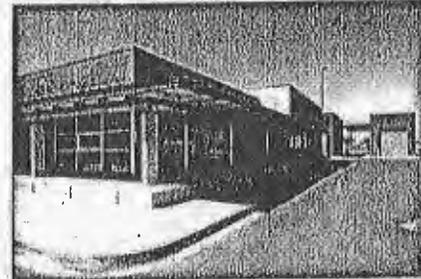
SANTA FE TRAILS OPERATIONS AND MAINTENANCE COMPLEX UPGRADES

Santa Fe, New Mexico

Huitt-Zollars provided the design and construction phase services for the renovations and additions to the Santa Fe Trails Maintenance Complex on Rufina Street in Santa Fe. The master plan identified three phases of project development.

The first phase was the renovation and addition to the Administration and Operations building, and the construction of a new bus wash facility to incorporate water reclamation. The second phase was the addition and renovation of the Maintenance Building. Future phase is upgrades to the fueling and storage canopies. Future phases will include additions and renovations to the maintenance building, and upgrades to the fueling and storage canopies.

Project Budget: \$3.0 million
Original Design Cost: \$429,602 **Final Design Cost:** \$337,000
No. of Amendments to Design Contract Prior to Bidding: 1
Original Design Completion Date: 8/2008
Actual Design Completion Date: 8/2008
Original Construction Completion Date: 9/2009
Actual Construction Completion Date: 9/2009
Construction Estimate: \$2.57 million
Construction Cost: \$2.8 million
Change Orders from Design Error or Omission: 0
Prime Consultant: Huitt-Zollars, Inc.
Consulting Firms: Desert Eagle Engineering, LLC (Structural Engineering); G. Robert Johns, FASLA
Owner/Client/Reference(s): City of Santa Fe/Mary MacDonald, Project Manager, 505.955.5934



PUBLIC WORKS / PUBLIC UTILITIES COMPLEX

Sugar Land, Texas

Huitt-Zollars is preparing the program and preliminary engineering for a new Public Works and Public Utilities Service Complex with an emphasis on the construction of a new Administration Building. Program elements include Public Works and Public Utilities Departments' Administration, Facilities Management, Traffic Engineering & Operations Center to include signal and sign shop, Fleet Maintenance, Fuel and Wash operations, Solid Waste and Recycling, Streets & Drainage (open yard storage) and Animal Services. In addition, traffic circulation and parking (City and Public), security, drainage/storm water quality improvements; Low Impact and Sustainable design concepts are included in the design.

The work includes developing a phased implementation plan along with individual cost estimates. The project site is approximately 13.5 acres. The new facilities will be sized to service a future City population of 150,000 residents.

Project Budget: \$7.0 million
Original Design Cost: \$663,580 **Final Design Cost:** \$663,580
No. of Amendments to Design Contract Prior to Bidding: 0
Original Design Completion Date: May 2014
Actual Design Completion Date: May 2014
Original Construction Completion Date: TBD
Construction Estimate: \$7,500,000 **Actual Construction Completion Date:** TBD
Construction Cost: TBD
Change Orders from Design Error or Omission: TBD
Prime Consultant: Huitt-Zollars, Inc.
Consulting Firms: English Architects, PB Fleet Maintenance, Asakura Robinson
Owner/Client/Reference(s): City of Sugar Land/Chris Steubing, PE, City Engineer, 281.275.2700

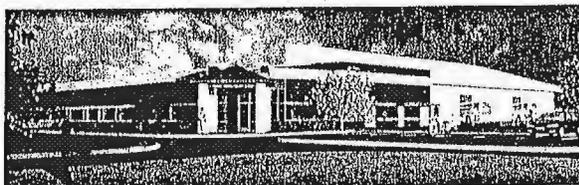




UNIVERSITY OF OKLAHOMA NEW TRANSPORTATION, OPERATIONS, AND MAINTENANCE CENTER

Norman, Oklahoma

The University of Oklahoma plans to consolidate its public transportation operations and university-operating fleet services into a new transportation center. The new facility will include shop/maintenance for public transit and University fleet vehicles; a bus wash facility, vehicle fueling facilities, and fuel storage for diesel, unleaded gasoline, and compressed natural gas. Offices space for public transit and other necessary support spaces will also be included as well as outdoor parking and storage areas for public transit and fleet vehicles.



Project Budget: N/A

Original Design Cost: \$147,400 **Final Design Cost:** \$159,096

No. of Amendments to Design Contract Prior to Bidding: 1

Original Design Completion Date: 8/2004

Actual Design Completion Date: 8/2004

Original Construction Completion Date: N/A

Actual Construction Completion Date: N/A

Construction Estimate: N/A

Construction Cost: N/A

Change Orders from Design Error or Omission: N/A

Prime Consultant: Huitt-Zollars, Inc.

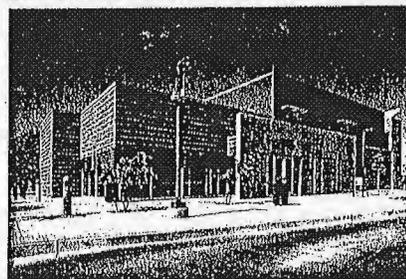
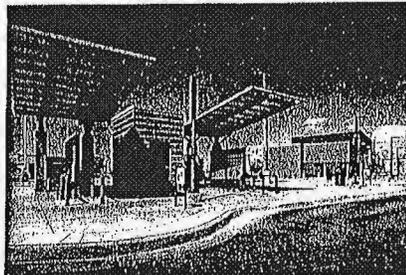
Consulting Firms: Poe & Associates (Civil & Survey); PB/FFD (Programming & Equipment Design); Apex Cost Consultants

Owner/Client/Reference(s): University of Oklahoma architecture & Engineering Services/Tom Knotts, Campus Planner, 405.325.4194

INTERMODAL TRANSIT FACILITY

Las Cruces, New Mexico

Huitt-Zollars provided the architectural and engineering design services for the new Las Cruces Intermodal Facility located in downtown Las Cruces. The project provides transfer and ticketing operations for the Road Runner Transit Service, Greyhound Bus Service and NMDOT Park and Ride service. The project includes a terminal facility with passenger lobby, ticket counters, and support spaces, including restrooms and waiting room. The Las Cruces Transit Department is locating their operational function in the terminal building as well, including offices, driver's break room, training rooms and related support areas. The 1.6-acre site includes long-term and short-term parking, 12 saw-tooth bus berths for both transit buses and intercity buses. Passenger amenities within the transit plaza and platform include covered waiting areas, information kiosks, warning devices, landscaping, signage and other wayfinding elements.



The design meets the comprehensive plan for future growth and development, and the urban design and streetscape standards that have been developed for the downtown area

Project Budget: \$2.6 million

Original Design Cost: \$351,000

Final Design Cost: \$362,863

No. of Amendments to Design Contract Prior to Bidding: 1

Original Design Completion Date: 6/2012

Actual Design Completion Date: 6/2012

Original Construction Completion Date: 7/2013

Actual Construction Completion Date: 7/2013

Construction Estimate: \$2.58 million

Construction Cost: \$2.7 million

Change Orders from Design Error or Omission: 0

Prime Consultant: Huitt-Zollars, Inc.

Consulting Firms: Desert Eagle Engineering, LLC (Structural Engineering)

Owner/Client/Reference(s): City of Las Cruces/Michael Bartholomew, 575.541.2500



Provided in this section is a listing of various projects and clients that Fuel Solutions has served since 1994. This is a partial list that indicates the cross section and broad range of consulting we have provided over the last 17-plus years. An aspect of this listing that is particularly impressive is the number of repeat clients. FS regularly provides follow-up or expansion-related consulting work for clients after the completion of the original work.

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION – TRANSIT-CNG FUELING FACILITY

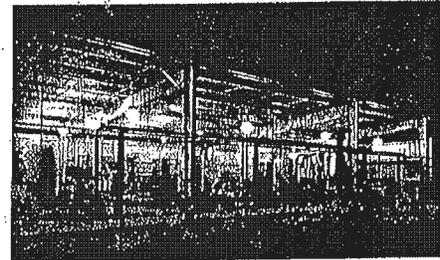
Los Angeles, California

Developing design for new 2500-SCFM CNG fueling facility at compact downtown transit-maintenance facility. Determine capacity requirements and space plan, prepare performance and functional specifications, assisting to select contractor, and construction assistance, including supervising final design & performing functional and safety testing. 2/13 to present

REGIONAL TRANSIT AGENCY – TRANSIT-CNG FUELING FACILITY

Corpus Christi, Texas

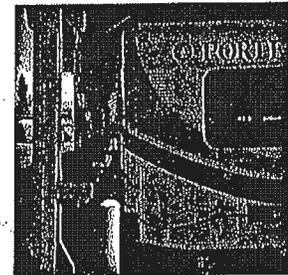
Prepared construction drawings and specifications for a high-flow bus-fueling station. Facility features 4900 SCFM capacity and 6 high-capacity dispensers with innovative queued dispenser sequencing to speed fueling. Included sizing and capacity requirements, construction drawings & specifications for all piping-process-mechanical, structural, and electrical systems, review contractor's submittals, and oversee construction for conformance to specifications. **FS was the prime consultant and teamed with Huit Zollars on this project (100% design).** 11/11 to 12/12



CITY OF PORTERVILLE – TRANSIT & PUBLIC WORKS CNG FUELING FACILITY,

Porterville, California

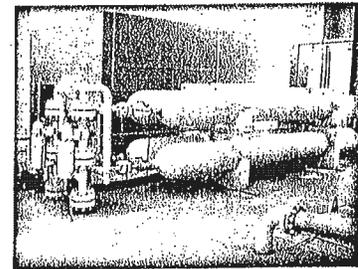
Developed the design of a 520 SCFM CNG-fueling facility for time fill of up to 20 35-foot buses and 20 public-works vehicles, including sub-metering of time fill by zone or department. Project included public-access fast-fill subsystem with card reader and weights & measures certified two-hose dispenser, configured Island, dispenser, card reader for ADA accessibility (100% design). 2/08 to 7/10 - FS is currently working for the City of Porterville to expand the time-fill subsystem.



NEW YORK CITY TRANSIT AUTHORITY – ON-CALL CNG-DESIGN CONSULTING

New York, New York

Providing comprehensive consulting to NYCT's Department of Buses for current and planned CNG fueling infrastructure. Includes preparation of drawings and specifications for new fueling facilities, assist the procurement division to procure O&M contractors, supervise contractors' work for both construction, upgrade and O&M activities, represent NYCT at supplier-factory visits, prepare failure analysis reports, perform safety inspections, conducted performance testing, and performed a wide variety of other work related to the development and operation of its CNG-fueling infrastructure that it operates at four of its bus depots. 11/99 to



MARTA BRADY MOBILITY FACILITY – TRANSIT DIESEL & GASOLINE FUELING FACILITY,

Atlanta, Georgia

Developing the design of a petroleum fueling facility consisting of (2) 12,000-gallon diesel ASTs, (1) 6,000-gallon gasoline AST, and (5) single-product dispensers for (4) service lanes. Includes engineered design of all process-mechanical systems, leak detection, vapor recovery, and integrated power controls, as well as design integration with large project-design team (100% design). 10/12 to present



BIG BLUE BUS LNG/CNG SYSTEM EXPANSION

Santa Monica, California

Provided design consulting for a 3040- SCFM CNG-system upgrade of existing L/CNG fueling system, which features 2 x19 GPM (LNG) reciprocating pumps, matched heat exchangers, and upgraded CNG-buffer array. Included new high-capacity dispensing for CNG-transit fueling, and upgraded dispensing for public-access CNG fueling, as well as new odorization and offload-pump station. Design included innovative use of VFDs to reduce power usage and sound levels from heat-exchanger fans (design build). 7/10 to 9/12

MONTGOMERY COUNTY EQUIPMENT MAINTENANCE AND OPERATIONS CENTER - INTEGRATED CNG & PETROLEUM FUELING SYSTEMS,

MONTGOMERY COUNTY EQUIPMENT MAINTENANCE AND OPERATIONS CENTER

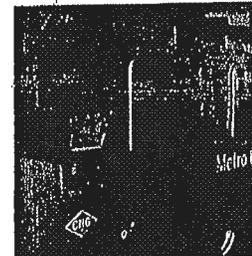
Rockville, Maryland

Provided design consulting for an integrated multi-fuel fueling facility that provides high-capacity fast-fill 3600-SCFM CNG system for buses, public-access CNG, 40,000-gallon diesel system for bus fueling, and 36,000-gallon UST system for gasoline, diesel, E85 and fleet fueling. Included investigation, design development, construction documents and construction assistance. 5/09 to 5/13

LOS ANGELES COUNTY METRO DIVISION 13 - INTEGRATED DESIGN OF 3 FUELING SYSTEMS

Los Angeles, California

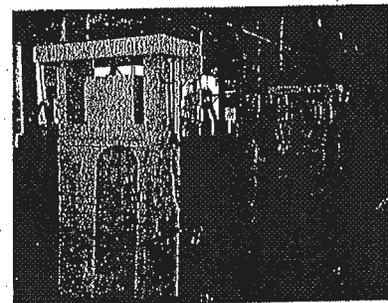
Provide design consulting for a 4800- SCFM CNG system to fuel four buses simultaneously, with 9000 SCF of CNG within 6 minutes (DBOM approach). Non-revenue fleet-fueling system with 5k gallon + 7k gallon diesel/gasoline split-product AST and one dual-hose dispenser. Outside-the-fence public-access 'green' fueling island serving E85 and B20 biodiesel from a 6k gallon + 6k gallon AST; also providing CNG fuel (100% design). **FS teamed with Huit Zollars for this project.** 1/09 to present



TRANSPORTATION COMMISSION OF SOUTHERN NEVADA - CNG & DIESEL FUELING SYSTEMS, REGIONAL

Las Vegas, Nevada

Programming and preliminary design of a high-capacity nine-lane diesel-bus fueling facility, with 3 x 12,000 gallon ASTs and high-flow pumps and dispensers. Also prepared design-build specifications & design drawings for an 1800-SCFM 2- dispenser CNG fueling system. Included development of capacity requirements, all equipment plans & specifications, reviewed contractor's drawings and product submittals, oversaw construction and startup to verify compliance with specifications. Fuel Solutions worked as a subconsultant to an architectural firm. Budget: \$2.7 million 2/06 to 7/09



CITY OF SAN BERNARDINO LNG/LCNG FUELING FACILITY,

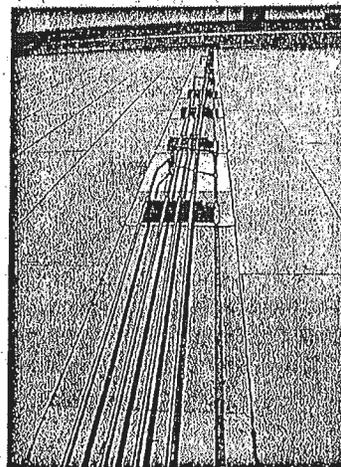
San Bernardino, California

Provided engineering and technical support for LNG fueling facility with LCNG subsystem. Preliminary design included 15,000-gallon horizontal tank, submerged multifunction centrifugal pump (offload, conditioning, LNG dispensing and booting to LCNG reciprocating pump), saturation coils, reciprocating pump, LNG dispenser, and conventional multi-bank CNG subsystem with two-hose dispenser, and mercaptan & lube-oil dosing panels. LNG system is expandable to allow installation of two LNG dispensers at fueling islands. Scope included preparing conceptual P&ID and an plan, 1-line electrical drawing, performance-based technical specifications for the LNG/LCNG facility, reviewing Contractor's construction drawings & submittals, and verifying performance upon construction completion. Subconsulting services provided to Gladstein, Neandross & Associates, as GNA provided project management & funding coordination. 1/05 to 11/07



ADDITIONAL REPRESENTATIVE EXPERIENCE:

- Phoenix Transit Department – Integrated and engineered design to replace diesel & gasoline fueling systems as well develop as major upgrade of L/CNG fueling (5700 SCFM CNG-production capacity).
- Los Angeles County MTA – On-call CNG design and technical consulting continuously since 1999. Current 5- year on-call contract through 3/2015.
- MBTA Boston – Safety and performance assessment and report for three existing CNG facilities – 2011.
- Preliminary design followed by supervision of full design and construction of two replacement CNG facilities at LA Metro Divisions 10 and 18 – 6/09 to 1/12.
- Orange County Transit – On-call CNG and petrol design and technical consulting – 2010 - 2012.
- Diesel, DEF and LCNG upgrades for transit high-flow transit fueling at Tempe East Valley RPTA – 2011-2012.



OCTA CNG Supply & Vent Piping



Section F.

Quality Assurance

HUITT-ZOLIARS



QUALITY ASSURANCE PROGRAM

Huitt-Zollars, Inc. Quality Management System (QMS) based on ISO 9001:2008, a compliant quality management system that serves as the foundation for continuous performance improvement in all aspects of our work. Our Quality Manual is a written document and is maintained on our company's SharePoint site, with other quality resources, for easy access by our employees. Huitt-Zollars' Quality Management Program is based upon the simple four-step process of *Plan – Do – Check – Act*. We strive to meet the expectations of our Clients while working on obtaining continuous improvement. Our intent is to ensure that our services provide added value to our Clients while we seek to improve our project delivery.

Plan

We begin with the assignment of an experienced Project Manager and qualified design team. We will meet with our Client to gain a thorough understanding of their expectations and the project requirements. It is during this meeting that we shall identify what constitutes quality for the Client. We shall agree on the frequency of project meetings with the Client and how a problem or a crisis will be communicated and handled between our Client and Huitt-Zollars.

We will visit the project site to gain an appreciation for the, site-specific challenges associated with the project.

We develop a detailed proposal during the negotiation phase of the project. Our proposal consists of four parts: scope of services, terms and conditions, compensation and project schedule. If the project is to be completed in phases, the proposal will be structured accordingly.

Our scope of services will include a clear and concise list of services that we will be providing under this contract (basic services), it also identifies services that are not included in the proposal but can be provided by Huitt-Zollars with additional authorization (additional services), it also identifies services that Huitt-Zollars will not provide (excluded services such as hazardous materials, legal consultation, etc.) and it also lists those services that the Client will be providing.

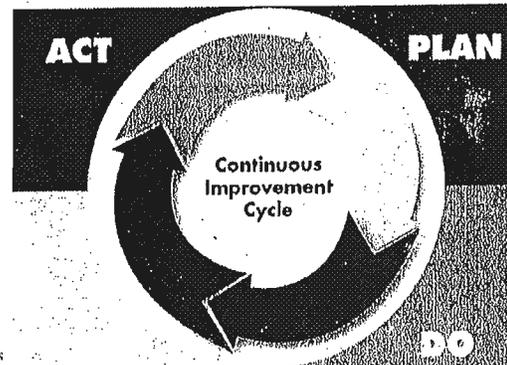
Our Project Manager prepares a project specific Project Work Plan which is reviewed and approved by the Principal-in-Charge. The project's size and complexity will determine the detail required of the plan. A Project Work Plan describes the scope of work, identifies the project team assignments and responsibilities and presents the project budget for performing the work. The plan includes information regarding the Client's design criteria, inputs and constraints for the project. The plan also specifies the governing design codes and guidelines and the CADD standards. In addition, the Project Work Plan describes the necessary interactions between the Client, our design disciplines, consultants and outside agencies and includes the schedule for milestones, reviews and submittals.

Finally, the plan will include a Quality Management Plan (QMP) for the project. The QMP shall identify the QC Manager who has monitoring responsibility for the quality control activities of the project, the associated budget for the QMP effort, what specific actions are to be monitored, and when the actions will occur. Also included is the plan for communicating with the Client and the monitoring of PM's performance. The QMP shall also list the documents and design deliverables that require review, whether in-house or outside review, at what phase in the project the review is to be conducted and by whom.

Do

Based on the staffing and schedule, the schedule is resource loaded to verify the deliverable milestones are met.

We conduct a Project Kick-off Meeting involving our Client, project team members and sub-consultants. In this meeting, the project specific work plan is presented with emphasis on individual work assignments. Each team member is briefed on their role for producing the deliverables as required in our scope of services are completed on schedule and within budget. Our in-house design checklists (both discipline specific and interdisciplinary) are distributed to the project team, including sub-consultants, for use in conducting their own quality control checks. HZ has a standard check print stamp and Work Instructions for this process.





Act

The actions that Huitt-Zollars takes to ensure improvement in our project delivery are as follows: Design Checklists are updated for a specific project. Corporate QM reviews the results of the Check and establishes the quality objectives for auditing.

For Configuration control the most current version of sheet files, reference files, and survey files are always kept their respective directories under a Design CAD directory. At each project milestone, all of the sheet files, reference files, and survey files that go into making the contract drawing set deliverable are saved in their current status in the Published Documents directory. When the project is complete, each contractual milestone will have a complete set of drawing files that make up that milestone and the Design CAD directory will have the current version of those drawings.

When working with sub-consultants, they are included in our quality control processes the same as our own project and task managers and design staff are. At the construction document level, a more detailed review would include an assigned team of independent reviewers beginning with a kickoff meeting and training session to orient everyone, HZ staff and sub-consultants alike, to the process and expectations. Plan and document markups, check print stamps, comment forms, and emailed comments become quality records that are kept with project documentation.



Section G.

Resource Availability

HUITT-ZOLLARS



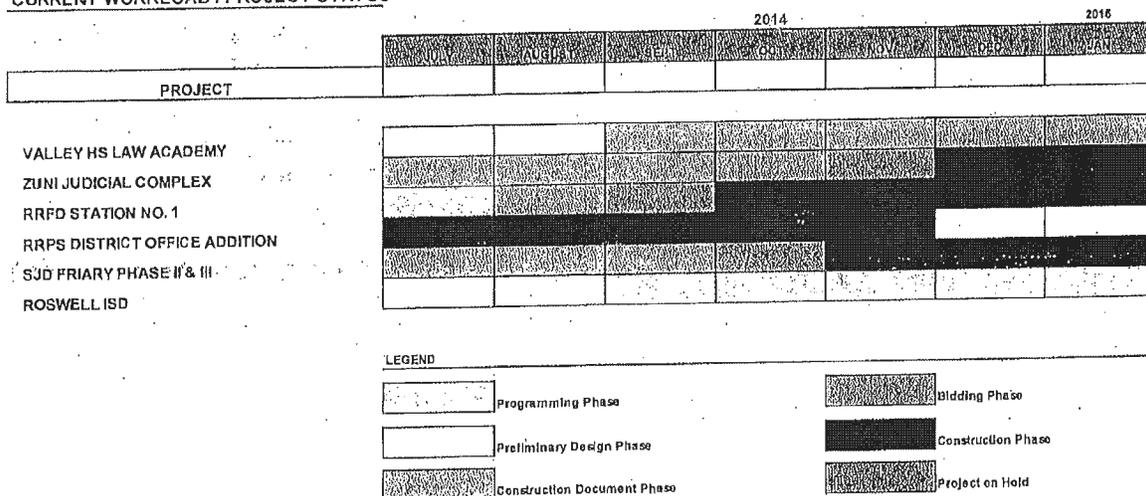
RESOURCE AVAILABILITY – WORKLOAD

Albuquerque Office Workload

With our current New Mexico staff, Huitt-Zollars has the personnel and resources available to provide the anticipated design and production staff required for the project. A simplified graph of our availability for our Albuquerque office is presented below. This graph is based on current workload and the anticipated projects likely to affect the staffing for this project.

As can be seen by this chart, much of our current design work will be completed in the next few months, affording us the resources to accommodate the anticipated schedule for the design and construction for this project. However, Huitt-Zollars can add additional staff from our other 17 offices to support the project, if required, due to unforeseen changes in workload, staffing, or project schedule.

CURRENT WORKLOAD / PROJECT STATUS



Team Member Availability

VALLEY HIGH SCHOOL LAW ACADEMY – Albuquerque, New Mexico
Contact: Myron Johnson, Staff Architect – 505.848.8811

Schedule:	Phase	Completion
	DD	September 2014
	CD	December 2015
	Construction	August 2016

HZ Team	Role	% of Time Committed to Project
John Jarrard	Project Manager	10%
Joe Gallegos	Project Architect	5%

ZUNI JUDICIAL COMPLEX – Zuni Pueblo, New Mexico
Contact: Andrew Othole, Director Office of Planning and Development – 505.782.3054

Schedule:	Phase	Completion
	CD	September 2014
	Construction	TBD

HZ Team	Role	% of Time Committed to Project
Joe Gallegos	Project Manager	30%
Scott Eddings	Civil Engineer	5%



FIRE STATION NO. 1 – Rio Rancho, New Mexico
Contact: Michael Meek, Fire Chief – 505.975.8848

Schedule:	Phase	Completion
	CD	October 2014
	Construction	February 2015

HZ Team	Role	% of Time Committed to Project
John Jarrard	Project Manager	10%

RRPS DISTRICT OFFICE RENOVATIONS – Rio Rancho, New Mexico
Contact: Al Sena, Executive Director – 505.896.0067 Ext. 51161

Schedule:	Phase	Completion
	Construction	January 2015

HZ Team	Role	% of Time Committed to Project
John Jarrard	Project Manager	10%

SAN JUAN DIEGO FRIARY EXPANSIONS (Phase II and III) – Albuquerque, New Mexico
Contact: Fr. Don Billiard OFM, Owners Representative – 505.9342800

Schedule:	Phase	Completion
	CD	August 2014
	Construction	March 2015

HZ Team	Role	% of Time Committed to Project
John Jarrard	Project Manager	10%
Joe Gallegos	Project Architect	20%



Section H.

Resumes

HUITT-ZOLIARS



RESUMES

HUITT-ZOLLARS

JOHN JARRARD, AIA, LEED AP, Vice President
Project Manager

Education: 1974/Bachelor of Fine Arts in Architecture/University of New Mexico
Registration: Registered Architect: 1983/NM/#1658; 2003/AZ/#39262; 2007/CA/#C31074;
2008/CO/#401507; 2011/TX/#22697

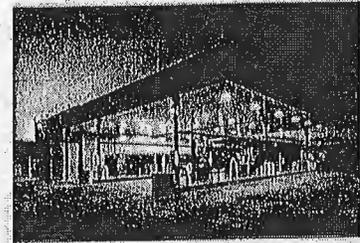
Years with HZ: 17

John Jarrard has provided facility design and project management for a wide variety of project types. His transit experience includes planning and design for both transit stations and related operations and maintenance facilities. He is proficient in the use of project management software and utilizes this knowledge in directing and coordinating project resources, project personnel, submittals, and schedules.

RELEVANT PROJECT EXPERIENCE

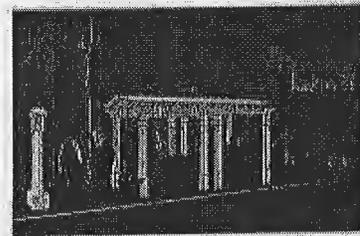
Pino Yards and Eastside Fueling Facility Improvements – Albuquerque, New Mexico

Jarrard served as Project Manager for the design and construction phase services for the renovations and additions to the Pino Yards and Eastside Fueling Facilities. The City of Albuquerque currently has three fleet fueling facilities, these are; Pino Yards, Fourth Street and Eastside, which provide unleaded gasoline, E-85 gasoline, diesel and CNG fuels (4th Street Only) as well as lubricants, air and water for all City owned vehicles, except transit. The Pino Yards project also included installation of three new underground fuel storage tanks. The new 20,000 gallon tanks include one for diesel fuel and two for unleaded fuels.



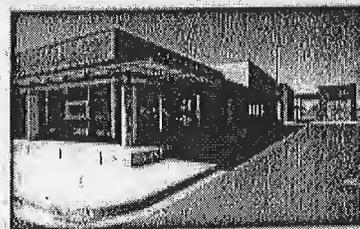
Sheridan Street Redevelopment – Santa Fe, New Mexico

Jarrard served as Project Manager for the preliminary design documents for the new downtown transit facility on Sheridan Street to better serve and enhance the streetscape, bus ridership, and the traffic flows along this very congested and pedestrian unfriendly street. Huitt-Zollars developed numerous design options that were presented to the appropriate stakeholders. The approved design, illustrated here, will include a new transit facility, new landscaping, street lighting, and paving for the entire street from March south to Palace. The transit center will house several bus berths, enclosed, as well as berths for commuter buses and taxis. The project will provide passenger shelters and other site amenities, including wayfinding devices, electronic display panels, and other similar site improvements for the transit passengers and the general public.



Santa Fe Transit Operations and Maintenance Complex – Santa Fe, New Mexico

Jarrard served as Project Manager for the design and construction phase services for the renovations and additions to the Santa Fe Trails Complex on Rufina Road in Santa Fe. The master plan identified three phases of project development. The first phase was the renovation and addition to the operation building and the construction of a new bus wash facility to incorporate water conservation measures. Future phases will include additions and renovations to the maintenance building, and upgrades to the fueling and storage canopies.



Santa Fe Place Mall Park and Ride – Santa Fe, New Mexico

Huitt-Zollars provided design services for the development of a transit mall on Sheridan Street in downtown Santa Fe. The project provided transit shelters, landscaping and paving improvements, new lighting and other similar pedestrian amenities to improve the connection to and from the proposed Civic Center and the Santa Fe Plaza.

Municipal Operations Center – Las Cruces, New Mexico

Jarrard served as Project Manager for the conceptual design and site feasibility analysis of the City of Las Cruces Municipal Operations Center. The conceptual design phase included site and building planning, master planning, phasing planning, estimates, and budgeting. Preliminary site evaluation will include grading, utility capacity, road access, and planning requirements.



KIM KEMPER, PE, Senior Vice President/New Mexico Operations Manager
Principal-in-Charge

Education: 1983/Bachelor of Science, Civil Engineering/New Mexico State University
Registration: Professional Engineer: 1988/NM/#10542
Years with HZ: 15

Kim Kemper has more than 29 years of experience in the planning, development, design, and quality control for municipal projects throughout the Southwest. He has served as Principal-in-Charge, Project Manager, or Project Engineer for more than 500 projects in the region. His philosophy of achieving project excellence through a collaborative problem solving approach has set him apart in the industry. For more than 15 years he has also maintained a GB98 General Contractors License (New Mexico). His unique background and qualifications bring a distinctive approach to any project from both a constructability and functional perspective. He is the manager of the Arizona, New Mexico and Colorado offices of Huitt-Zollars. As a Senior Vice President of the firm, he is authorized to execute agreements on behalf of the firm, and to commit the necessary staff and resources to complete any task in a timely and effective manner. Some of the projects on which he has served as the Principal-in-Charge include:

- Santa Fe Downtown Transit Center – Santa Fe, New Mexico
- Santa Fe Transit Operations and Maintenance Complex – Santa Fe, New Mexico
- Pino Yards and Eastside Fueling Facility Improvements – Albuquerque, New Mexico
- Westside Transit Facility Master Plan, City of Albuquerque Transit Department – Albuquerque, New Mexico
- Transit Transfer Stations and Intermodal Facilities – Albuquerque, New Mexico

SCOTT EDDINGS, PE, Associate

Civil Engineer

Education: 1994/MS Civil Engineering/University of South Carolina
1990/BS Civil Engineering/University of NM
Registration: Professional Engineer/Civil: 1995/NM/#12856
Years with HZ: 14

Scott Eddings has more than 15 years of experience in planning, developing, and providing project management for roadway, civil and environmental engineering projects. His experience includes multiple projects in Albuquerque, including ABQ Ride.

Relevant Project Experience

- Las Cruces Intermodal Transit Facility – Las Cruces, New Mexico
- Pino Yards and Eastside Fueling Facility Improvements – Albuquerque, New Mexico
- On-Call Engineering Services for Small Bikeways – Albuquerque, New Mexico
- Second Street Traffic Circulation Improvements – Albuquerque, New Mexico
- Yale Transit Facility – Albuquerque, New Mexico
- NM 585 Widening 0 Taos, New Mexico

JOSEPH GALLEGOS, AIA, LEED AP, Associate

Project Architect

Education: 1987/BA Architecture/UNM; 2000/MA Architecture/UNM
Registration: Registered Architect: 2003/NM/#3977; 2003/NCARB/#57855
Years with HZ: 8

Joe Gallegos has more than 18 years of professional experience in developing programming documents as well as producing three-dimensional conceptual design drawings for marketing and public presentations. He is also experienced in compiling and organizing schematic design, design development and construction document packages, including project manuals and cost estimates at each phase. He is also experienced in construction administration activities, such as site observations, answering requests for information (RFI's) and submittal reviews.

Relevant Project Experience:

- EXPO New Mexico Indian Village Renovation, Phases One & II – EXPO New Mexico – Albuquerque, New Mexico
- Santa Fe Farmers Market – Santa Fe, New Mexico
- Sheridan Street Redevelopment – Santa Fe, New Mexico
- Zuni Wellness Center – Pueblo of Zuni, New Mexico
- Zuni Youth Center – Pueblo of Zuni, New Mexico
- Zuni Home Health Care Agency – Pueblo of Zuni, New Mexico



JOSHUA ROEHM, PE, LEED AP, ASHRAE CPMP, Vice President

Mechanical Engineer

Education: 1997/Bachelor of Architectural Engineering – Mechanical Option/Pennsylvania State University

Registration: Professional Engineer/Mechanical: 2013/NM/#21832; 2013/TX/#114733, 2001/OH/#65624, 2012/PA/#080870, 2010/W.VA/#019471; 2011/WY/#13625;

Certifications: Commissioning Process Management Professional (CPMP)

Years with HZ: 1

Joshua Roehm is a highly skilled Mechanical Engineer with more than 17 years of experience in complex higher education, healthcare, and specialized engineering projects. He is considered an expert on energy modeling, sustainable design, BIM, and big picture planning. His experience runs from small, one-room makeovers to very large renovation and addition projects. His strengths include overall plan thinking with a focused attention to detail, strong public presentation and communication skills, ability to negotiate fee proposals and contracts, and high client satisfaction/retention.

Relevant Project Experience

- Chesapeake Energy Field Maintenance Buildings C.O.I., St. Clairsville, Ohio*
- Chesapeake Energy Field Maintenance Buildings Great Plains, St. Clairsville, Ohio*
- City of Dublin Bus Wash, Dublin, Ohio*
- Rumpke Recycling, Columbus, Ohio*
- R & D Facility, Building G, WEIR SPM, Fort Worth, Texas

*For a previous employer

TODD BEENDERS, CPD, LEED AP-BD&C, Associate

Plumbing/Fueling/Piping

Education: 1973/AAS Construction Engineering/ Illinois Central College

Registration: Certified in Plumbing Engineering (CIPE/CPD): 3398/1984
Licensed Registered Irrigator: 5942/TX/1997

Years with HZ: 30

Todd Beenders has 40 years of experience in providing design for plumbing, fire protection, process piping, steam systems, fueling, irrigation, pumping stations, lift stations, well/hydro-pneumatic tank water systems and site utility systems. His project responsibilities include project management, department supervision, project engineer, studies, contract document preparation, and a variety of engineering design roles on numerous facilities. Additional experience related to engineering design includes specification writing, cost estimating, quality control auditing, scheduling, and field coordination and inspection. He has worked on all types of industrial, government, institutional, and private/commercial projects. Beenders also has extensive experience in Indefinite Delivery and Design/Build contracts.

Relevant Project Experience

- DCTA Transit Operations and Maintenance Building – Denton County, Texas
- City of Dallas Southeast Service Center – Dallas, Texas
- Basis for Design, Omnitrans Bus Maintenance Facility – San Bernardino, California
- Vehicle Maintenance and Fueling Facility, FedEx Southwest Hub, Alliance Airport – Fort Worth, Texas
- Bus Maintenance Facility, Fort Worth Transportation Authority – Fort Worth, Texas (2-95)
- Bus Maintenance Facility, Fort Worth Transportation Authority – Fort Worth, Texas (2-95)
- Bus Maintenance Facility, Greater Peoria Transit Authority – Peoria, Illinois



SUB CONSULTANTS

REB GUTHRIE, Principal, Fuel Solutions, Inc.

CNG-Discipline Lead

Education: 1987/BS Economics/Arizona State University

Certification: 1995/ NGV Institute (Las Vegas) for advanced techniques in theory, design and development of CNG infrastructure

Years with FS: 19



Reb Guthrie is a principal and co-founder of Fuel Solutions, Inc. He has managed the majority of the projects performed by the company since its inception, including the assessment, specification, development and installation of over 120 compressed natural gas (CNG) fueling facilities and two-dozen conventional petroleum fueling stations for more than 95 municipalities, transit authorities, counties, school districts and federal agencies throughout the U.S. Includes extensive experience with both design-build and design-bid-build projects.

Relevant Project Experience

High-Capacity CNG-Fueling Facility – City of Denver Solid Waste Division

Supervise and provide design consulting for a new high-capacity CNG-fueling facility for fleet of 97 HD refuse trucks, City of Denver Solid Waste Division, including time-fill and public-access fast-fill subsystems. Cold-climate design features included three-sided equipment shelter, hazardous-rated heaters to ensure oil flow during sub-freezing conditions, heat-trace tape on liquid lines, and specification of steel grades that are rated for sub -20°F. Subconsultant to RNL.

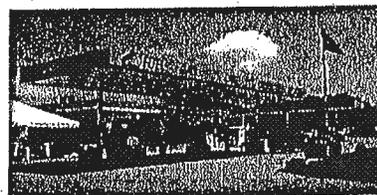


Mixed-Fuel Transit-Maintenance Facility – Phoenix Transit Department

Supervise and provide design consulting for the refurbishment of a mixed-fuel transit-maintenance facility for the Phoenix Transit Department. Includes design of replacement 2 x 20,000 gallon diesel UST-based system with 2 x 5HP high-capacity pumps for delivering 40+ GPM to three dispensers simultaneously, as well as design of a fleet-gasoline storage and dispensing system. Project also includes design of a new 5700-SCFM CNG fueling system, using high-pressure reciprocating LNG pumps and heat-exchanger system, as well as an integrated fuel/fluids management system for supervising LNG, CNG, diesel, gasoline and service reels.

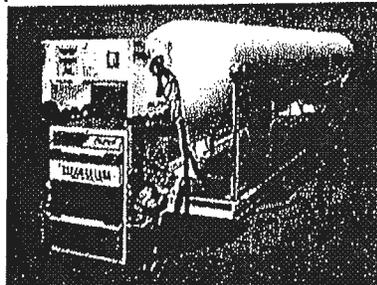
CNG-Fueling Facilities – Municipal Utility District, Omaha

Supervise and provide design consulting for a two CNG-fueling facilities Municipal Utility District, Omaha NE. Site-1 provides public-access fast-fill fueling with two twin-hose dispensers that feature retail-style in-dispenser credit card readers. Site-2 included inside-the-fence fleet fueling and outside-the-fence public fueling subsystems, including 1050-ft CNG line with cathodic protection. Cold-climate design features included hazardous-rated heaters to ensure oil flow during sub-freezing conditions, heat-trace tape on liquid / condensate lines, and specification of steel grades that are rated for sub -20°F.



CNG Fuel-Provider Program – Los Angeles County Metropolitan Transportation Authority

Facilitate development \$22.8 million private-sector CNG fuel-provider program for Los Angeles County MTA at three operating divisions. Included developing performance and technical specifications, preparation of Excel-based price-proposal form with allowances for capital construction, maintenance services, and multi-year debt service, review of proposals and recommendation of award. Contract resulted in development of two CNG bus-fueling facilities, each capable of fueling 200-bus fleets within seven hours. Also developed three similar CNG 'fuel-provider' projects for New York City Transit, and two for MBTA-Boston. Recent fuel provider-type projects include Los Angeles County Metro Divisions 10, 18 and 13, San Diego MTS Imperial Avenue and South Bay Divisions.





Evaluate Customer Fueling Requirements – Cities Of Alhambra, El Monte, Redondo Beach And Santa Monica, Hawthorne, West Covina, County Of Imperial, Whittier Union HSD, Kings Canyon USD, Montebello USD, Simi Valley Transit, Disneyland, Victor Valley (CA) Transit, And New York City Transit.

Evaluate customer fueling requirements to properly size compressor and dispensing capacity. Investigate customers' sites to recommend best location for CNG equipment, based on fleet operating characteristics and design code requirements. Develop comprehensive technical specifications or detailed facility design drawings for formal construction-bid documents. Conduct pre-bid conferences for facility construction contractors, evaluate bids, and recommend a contractor to the client. Coordinate the installation of electrical and gas utility upgrades with the local utility(s). Supervise fueling facility construction and start-up to assure that the completed facility complies with technical specifications and design codes.

Facility Design for CNG, LCNG And Petroleum Fueling Infrastructure - Santa Monica Municipal Bus (HOK), City of Phoenix and City of Tempe (RNL), Massachusetts Bay Transit Authority, Massport and Los Angeles DOT (STV Inc.), Port of Long Beach (Gensler), Los Angeles County Metro (Maintenance Design Group), and Los Angeles USD (Glumac)

Experienced in providing facility design for CNG, LCNG and petroleum fueling infrastructure on a subconsulting basis to lead architectural firms.

Supervise Design of CNG-Safe Garage-Modification Projects – City of Newport Beach, Waste Connections, Waste Management, Riverside Transit, and Waste Management. Includes innovative designs such as supply-fan purging of adjacent areas, as well as partitioning of a subset of service bays in order to avoid modifying an entire garage.

FRED "BUD" TELCK, PE, Principal, AC Engineering Enterprises, LLC
Electrical Engineer



Education: 1971/BS Electrical Engineering/University of New Mexico

Registration: Professional Engineer/Electrical: New Mexico, Arizona, Texas, Colorado, Arkansas, Utah, and Idaho

Years with ACE: 7

Bud Telck has been involved in the design of a wide variety of projects, including projects for educational facilities, commercial, institutional, government agencies, and work in the private sector. Most of these projects have involved the design of power distribution, renovation and/or rehabilitation, lighting, and special systems such as UPS, fire, and intrusion alarm systems. Telck attempts to design the most cost effective and economical electrical systems feasible, keeping in mind future expected growth. Through work with the State of New Mexico, various local governments, University of New Mexico, Sandia National Laboratories, and private developers, Telck has gained an invaluable experience in designing electrical systems and other related special systems including telecommunications, computer power distribution systems, and specialty systems. Telck strives to design the most appropriate electrical systems for the intended use of the facility and specifically, systems which will facilitate maximum productivity for the user.

Relevant Project Experience

- Santa Fe Trails Administration Building – Santa Fe, New Mexico
- Municipal Recreation Complex – Santa Fe, New Mexico
- Franklin Miles Park – Santa Fe, New Mexico
- Plaza De Santa Fe – Santa Fe, New Mexico
- North Central Regional Transit District Facility – Espanola, New Mexico
- Bernalillo County Maintenance Facility Addition and Renovation @ 2400 Broadway – Albuquerque, New Mexico
- City of Albuquerque Transit Facility and Maintenance Building Renovation – Albuquerque, New Mexico
- Central New Mexico Correctional Center Industries Facility Vehicle Maintenance – Los Lunas, New Mexico
- New Mexico Junior College Vehicle Maintenance Training Center – Hobbs, New Mexico
- D&R Tank Maintenance and Manufacturing Facility Expansion – Albuquerque, New Mexico



Section I.

Errors and Omissions Insurance

HUITT-ZOLIARS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2014

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

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

PRODUCER MHBH Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: Judy Hays PHONE (A/C No, Ext): 972-770-1638 E-MAIL ADDRESS: judy_hays@mhbh.com		FAX (A/C No): 972-376-8194
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HUITZOL Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	INSURER A: Twin City Fire Insurance Co.		29459
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 905994624

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			46UUNLJ3272	6/1/2014	6/1/2015	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46UENPB0920	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			46XHURJ8271	6/1/2014	6/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			46WEZLU9569	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

For Information Purposes Only

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only	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
-------------------------------	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2014

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway, Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant
	PHONE (A/C, No. Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:
INSURED (214) 871-3311 Huitt-Zollars, Inc. 1717 McKinney Avenue Dallas TX 75202	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hudson Insurance Company NAIC # 25054
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 23656 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	AEK72448-04	1/23/2014	1/23/2015	Per Claim/Annual Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claim made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible.

CERTIFICATE HOLDER Master Certificate	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 <i>Joe A. Bryant</i>

© 1988-2010, ACORD CORPORATION. All rights reserved.



Section J.

Additional Pertinent Information

HUITT-ZOLIARS

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **HUITT-ZOLLARS INC**
DBA: **HUITT-ZOLLARS INC**
1717 MCKINNEY AVE SIDE 1400
DALLAS, TX 75202-1236

Expires: **12-Jan-2015**

Please verify current status of Certificate by contacting Taxation and Revenue Department

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L1825898816



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

EXHIBIT C

City of Santa Fe

RFP # '14/48/P - Engineering Design Services CNG Facility Upgrade and Expansion

ADDENDUM # 1

Issue Date: 07/03/2014

1. Can we provide our hourly rates that include direct labor, overhead, and profit on line 7 of the Fee Estimate page 21 of the RFP, or do we need to breakdown our rates into the 3 categories? Please break down the rates into direct labor (line 7), overhead (line 8) and fee or profit (line 9).
2. Are there any prebid meeting notes, sign in sheet, clarifications, etc that you can email to me? There are no pre-proposal meeting notes. The agenda and sign-in sheet have been posted to the City's website at: http://www.santafenm.gov/bids_rfps/detail/1448p. This addendum is the only instrument being used for clarifications and will be sent to all potential proposers.
3. What is the current daily CNG consumption for both Transit and Refuse in Diesel Gallon Equivalent [DGE]?
Attached is the New Mexico Gas Company daily volume statement for the month of June. This is total usage for Transit, Refuse and Public, as there are no separate meters.
4. What is the current daily Diesel Gallon consumption for both Transit and Refuse for diesel powered vehicles?
Daily diesel consumption is irrelevant since we are only interested in compressed natural gas usage and Transit has no diesel buses.
5. What daily DGE consumption will the final CNG station be expected to support?
The attachment shows total consumption for current vehicles (24 units for Transit and 5 units for Refuse) but will need to be increased for projected expansion vehicles – up to 15 additional units for Refuse by the end of 2015.
6. What is the nightly fueling window for both Transit and Refuse?
Transit vehicles start coming off route around 7:00 p.m., with the last 4 vehicles in the yard at 11:00 p.m. The first bus leaves the yard around 6:00 a.m. Refuse vehicles are currently using fast fill at the public dispenser – around 8:00 a.m. and again around 3:00 p.m.
7. Do you have any idea on the daily DGE consumption for the public fast fill dispenser?
No idea on the daily public fueling, as there is no separate meter, but it is minimal or non-existent most days.

8. Will all Transit and Refuse vehicles use a nightly slow-fill procedure?
Yes, Transit is already doing so, and Refuse will be using slow fill at night when it is available.
9. For the block heaters in the vehicles, which vehicles have them (i.e. Transit, Refuse or both) and how many watts are they?
None of the Transit vehicles have block heaters at this time. Refuse vehicles have block heaters that plug into standard 110 volt outlets.
10. Who will maintain the facility once it is placed into operation?
There will be a separate and distinct procurement for an operations/maintenance contract, once the engineering/design and construction/equipment phases are complete.
11. Is commissioning of the facility part of the chosen design group's scope?
No, but the City retains the right to add bidding and construction administration design services as an amendment to the original agreement, if it is in the City's best interest to do so (see bold text near the bottom of page 14 in the RFP).
12. Is writing maintenance specifications for the facility part of the design group's scope?
Some basic maintenance specifications for a facility of this nature could certainly be included, but, presumably, maintenance specifications will largely come from the contractor that provides the equipment.
13. In glancing over this document I was unable to identify the consumption forecasted for the Santé Fé operations. Could you please provide these numbers and in turn we will be able to accurately identify solution options.
See response to #5.



New Mexico Gas Company
 Albuquerque, New Mexico
Daily Volume Statement (Turbine)
 June 2014 (Summary)

02 Jul 20
 4:01 F

Meter ID: 00008214

Alt. Meter ID: 1170391

Meter Name: SANTA FE TRAILS TRANSIT CENTER

Alt. Meter Name:

Effective Date	Contract Hour	Chart Days								
7 JUN 2013 01:00	8	1 Hour								
Measurement Effective Date	Static Range	Diff Range	Temp H Range	Temp L Range	Calc Type	Temp Base	Analysis ID	Pressure Base	Energy Basis	Meter Factor
7 JUN 2013 01:00	700	NaN	150	0	AGA7	60	00009704	14.73	Dry	1.00
Day	Flow Time (Hours)	Flow Temp	Avg Press (PSIG)	Volume MCF @14.730	Dry Heating Value	DT (MMBTU)				
1 - SUNDAY	10.35	67.7	109.8	54.38	1034.0	56.0				
2 - MONDAY	20.12	67.6	109.7	140.18	1034.0	144.0				
3 - TUESDAY	18.47	68.5	109.6	147.36	1034.0	152.0				
4 - WEDNESDAY	20.28	68.7	109.7	153.87	1034.0	159.0				
5 - THURSDAY	20.15	69.6	109.7	140.67	1034.0	145.0				
6 - FRIDAY	19.85	69.6	109.6	151.16	1034.0	156.0				
7 - SATURDAY	10.40	67.4	109.9	55.47	1034.0	57.0				
8 - SUNDAY	7.75	67.7	109.8	41.40	1034.0	42.0				
9 - MONDAY	17.15	68.3	109.7	134.19	1034.0	138.0				
10 - TUESDAY	18.78	69.5	109.6	146.99	1034.0	151.0				
11 - WEDNESDAY	18.88	69.8	109.6	145.56	1034.0	150.0				
12 - THURSDAY	18.80	70.0	109.6	154.24	1034.0	159.0				
13 - FRIDAY	15.08	68.4	109.7	123.34	1034.0	127.0				
14 - SATURDAY	10.83	70.7	109.7	69.81	1034.0	72.0				
15 - SUNDAY	8.27	71.1	109.7	43.70	1034.0	45.0				
16 - MONDAY	19.45	70.5	109.6	145.66	1034.0	150.0				
17 - TUESDAY	20.20	69.4	109.7	155.49	1034.0	160.0				
18 - WEDNESDAY	18.55	69.9	109.6	152.15	1034.0	157.0				
19 - THURSDAY	20.78	70.2	109.7	151.13	1034.0	156.0				
20 - FRIDAY	17.78	72.0	109.6	134.61	1034.0	139.0				
21 - SATURDAY	12.27	73.3	109.7	63.82	1034.0	65.0				
22 - SUNDAY	9.52	71.8	109.7	50.13	1034.0	51.0				
23 - MONDAY	21.12	71.2	109.6	151.43	1034.0	156.0				
24 - TUESDAY	19.27	73.0	109.5	153.83	1034.0	159.0				
25 - WEDNESDAY	20.23	73.1	109.5	177.65	1034.0	183.0				
26 - THURSDAY	22.82	72.9	109.7	128.35	1034.0	132.0				
27 - FRIDAY	23.00	72.2	109.8	128.42	1034.0	132.0				
28 - SATURDAY	17.60	74.4	109.7	93.77	1034.0	96.0				
29 - SUNDAY	11.30	75.5	109.6	59.79	1034.0	61.0				
20.37 Days				3,448.52	1034.0	3,565.0				

Remarks:

The data on this report may be incomplete and should be viewed as preliminary un-edited data.

EXHIBIT D

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**ENGINEERING DESIGN SERVICES
COMPRESSED NATURAL GAS FACILITY -
UPGRADE AND EXPANSION**

RFP # '14/48/P

PROPOSAL DUE:

**July 10, 2014
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

TABLE OF CONTENTS

ADVERTISEMENT FOR PROPOSALS	3
PROPOSAL SCHEDULE	4
INFORMATION FOR PROPONENTS	5
SPECIAL CONDITIONS	10
SCOPE OF SERVICES	12
SUBMITTAL REQUIREMENTS	16
EVALUATION CRITERIA AND WEIGHTED VALUES	19
EVALUATION COMMITTEE MEMBERS	20
FEE ESTIMATE – PROFESSIONAL SERVICES	21
LIVING WAGE ORDINANCE	22
INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM .	23
LOCAL PREFERENCE CERTIFICATION FORM	24
RESIDENT VETERANS PREFERENCE CERTIFICATION	25
EXHIBIT 1	26

ADVERTISEMENT FOR PROPOSALS

PROPOSAL NUMBER '14/48/P

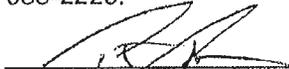
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, July 10, 2014.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**ENGINEERING DESIGN SERVICES
COMPRESSED NATURAL GAS FACILITY -
UPGRADE AND EXPANSION**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment and Federal Transit Administration regulations. No local preference will be applied to the evaluation of the proposals.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Ken Smithson, City of Santa Fe, Transit Division, 2931 Rufina St., Santa Fe, New Mexico, 87507, (505) 955-2223.



Robert Redarte, Purchasing Director,

Received by the Santa Fe New Mexican Newspaper on: 06/05/14
To be published on: 06/10/14

Received by the Albuquerque Journal Newspaper on: 06/05/14
To be published on: 06/10/14

PROPOSAL SCHEDULE

RFP # '14/48/ P

1. Advertisement June 10, 2014
2. Issuance of RFP'S June 10, 2014
3. Pre-proposal Meeting June 23, 2014
1:30 p.m.
Transit Conference Room
2931 Rufina St.
Santa Fe, NM 87507
4. Receipt of proposals July 10, 2014
2:00 p.m. local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711
5. Evaluation of proposals July 16, 2014
6. Interviews (If Necessary) July 23, 2014
7. Fee/Schedule Negotiation July 25, 2014
8. Recommendation of award
Public Works Committee August 11, 2014
9. Recommendation of award
to Finance Committee August 4, 2014
10. Recommendation of award
to City Council August 13, 2014

DATES OF CONSIDERATION BY PUBLIC WORKS COMMITTEE, FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, July 10, 2014.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: 14/48/P

Title of the proposal: Engineering Design Services, Compressed Natural Gas Facility – Upgrade and Expansion

Name and address of the proponent: _____

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal. Every request for such interpretations shall be in writing addressed to: Purchasing Officer, 2651 Siringo Road Bldg. "H", Santa Fe, NM 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three

days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A summary of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. RESIDENT and LOCAL PREFERENCE and NEW MEXICO RESIDENT VETERANS PREFERENCE

RESIDENT and LOCAL PREFERENCE INTENT AND POLICY

The City recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP, Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors, (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted. For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 10% of the lowest bid, are all from the State of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business.

If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied. If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the

contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) _____

NEW MEXICO RESIDENT VETERANS BUSINESS PREFERENCE

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business." Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business.

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days of the City's final evaluation. Requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 21 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. **INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, the purchase order number, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoices must be submitted to Facilities Division and NOT the City Purchasing Agent or Accounts Payable.

7. **METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted, or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246, as amended. (<http://www.doi.gov/oiccp/regs/statutes/eo11246.htm>)

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES

Introduction

The City of Santa Fe is seeking the services of a qualified engineering/design firm to provide the construction drawings, specifications and contract documents for the needed upgrade and expansion of the City's compressed natural gas (CNG) fueling facility located at the Transit yard on Rufina Street.

Location and Background:

1. The location of the project is the City of Santa Fe Transit Division administration/maintenance facility at 2931 Rufina Street. The existing CNG fueling facility is located on City property immediately east of the transit facility (see Exhibit 1).

2. The fuel compressors, storage tank equipment and lines, first purchased and installed in 1991 when transit services were initiated, have exceeded their useful life. The capacity of the original system is also under-sized, given the increase in CNG-fueled vehicles being operated by the City of Santa Fe. At the Transit Division, in addition to Santa Fe Trails buses (100 percent of which are fueled by CNG), the number of CNG vehicles has steadily increased over the years to include demand response revenue vehicles operated by Santa Fe Ride, as well as support vehicles. Thus, an addition of 18 new fueling bays in the transit yard is included in the project.

3. The Environmental Services Division (ESD) is also in the process of replacing aging diesel solid waste trucks and purchasing new equipment powered by CNG. This transition will require 40 new fueling bays to be constructed on ESD property immediately north of the compression station. Although not all of these fueling bays will be used immediately, the capacity of compressors and storage equipment included in the upgrade will provide for their use once the ESD's conversion to CNG vehicles is complete. A concrete pad sufficient to withstand the weight and size of solid waste vehicles, energy efficient overhead lighting, and forty (40) 120 volt plugs with enough capacity to operate 40 engine block heaters shall also be included in this design.

4. There is a fast-fill dispenser with credit card access at the compression station that is provided for public access to CNG fueling that will also require evaluation for potential equipment upgrades.

Scope of Services:

The Scope of Work for the Compressed Natural Gas Facility – Upgrade and Expansion includes but is not limited to:

A. Program Phase

1. The Engineer will develop a comprehensive program which establishes goals, collects facts, identifies concepts and establishes design criteria to meet the needs of the project. The program should be based on the information and requirements of this request for proposals and determine the current project requirements, based on:

- a) the conceptual design
- b) equipment sufficient to meet anticipated fueling needs

- c) assumptions about the anticipated use of the new compressors, to be included in the program report
- d) calculations supporting the sizing of the CNG equipment, to be included in an appendix to the program report
- e) calculations supporting the volume of CNG required during fill-ups for both fast fill and slow fill dispensers, to be included in an appendix to the program report
- f) replacement of above ground and below ground distribution lines, and new or extensions of utilities required to support the essential and desirable design elements
- g) back-up power requirements in the event electric utility service is lost at the site
- h) back-up fueling solution(s) in the event the CNG station goes down for any reason – either planned or unplanned

The deliverable will be the program report. The program report should cover all of the elements described in this Section A.

2. The Engineer's key design team members will initially meet with City staff to review the development of schematic designs for the project. It is critical that the design team have a thorough understanding of the criteria for the existing designs.

3. Analyze and design replacement of existing distribution lines after compression station.

4. Analyze and recommend replacement of existing above ground and underground utility lines, based on information obtained by the Engineer from the utility owners, including the City utilities. The Engineer shall arrange for nondestructive pot-holing, if necessary, to identify the exact location of existing utilities that could conflict with construction design. Pot-holing (locating) is only anticipated for locations where substructure construction/excavation is required.

5. The Engineer shall include a first opinion of probable construction cost in the program report.

6. Quality Control: In the Program Phase and all other phases, the City expects an excellent quality assurance effort. The City expects the Engineer to thoroughly review all sub-consultant's reports, plans and specifications, prior to submittal to the City. The City reserves the right to reject submittals that show a lack of quality control. Should the City reject submittals for this reason, the City will not be charged for reproduction costs or any design costs associated with the follow up submittal. The City will not provide an extensive review of reports, specifications or plans, however, if the City must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

7. The Engineer shall receive written approval of the program report from the City prior to proceeding with the Design Development services.

B. Design Development Phase

1. From the approved Program Phase documents, the Engineer shall prepare the design development documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire project as to all structural, mechanical and electrical systems, materials, and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, the probable construction project schedule, a detailed

estimate of cost, equipment to be installed in the project, and a statement which identifies the need for any additional data, surveys, or tests required to support construction documents. The Consultant shall map existing and new utility locations onto plans and profile sheets.

2. The Engineer shall create and incorporate all design plans in AutoCAD. The AutoCAD software shall be at least AutoCAD 2013.

3. 50% plans should show design details, geometrics, plan and profile sheets showing recommended horizontal and vertical alignment, the depths of excavations, including the depths and alignments of all of the existing utilities identified in the programming phase; typical sections, intersection layouts, drainage requirements including major drainage structures, utility relocation/adjustment requirements, utility replacements, preliminary electrical plan, and a preliminary construction cost estimate by construction type. Include details as to the type, height, elevation and section views of all above ground structures, and show landscaping. Provide information about the colors and materials of all above ground structures and objects.

4. After incorporation of City staff review comments of the 50% submittal plans, the Engineer, with assistance from key sub-consultants and City staff, will present the plans to the Transit Advisory Board and the City governing body.

5. The Engineer shall receive written approval of the revised, 100% submittal plans from the City of Santa Fe prior to proceeding with the Construction Documents Phase services.

C. Construction Documents Phase

1. From the approved design development phase plans and documents, the Engineer shall prepare bidding plans and documents setting forth in detail the requirements for the construction of the project, which shall at a minimum include bid forms, the conditions of the contract for construction (general, and other conditions of the contract). The bidding documents shall be based on information contained in the design development drawings and other documents previously approved by the Owner. The bidding documents shall be in the form of a lump sum bid. Upon completion of the bidding documents, the Engineer shall brief the Owner on the bidding documents, specifically addressing previously approved requirements contained in the design development drawings and other documents. The Engineer shall, at this briefing, furnish to the Owner a detailed cost estimate. The Engineer shall be responsible for preparing a complete bid package. A copy of the approved construction plans, the approved project manual/request for bid, including the complete specifications, and the approved final cost estimate shall be provided to the Owner on a CD or flash drive, in both pdf and AutoCAD drawing formats.

2. The Engineer will assist the Owner by preparing and submitting applications for any permits required for construction.

Upon City acceptance of the Construction Documents phase submittals described above, the following described design services may be added as an amendment to the Agreement between Owner and Engineer, if it is in the best interest of the City to do so.

D. Bidding Phase

The Engineer, following the Owner's written approval of the bidding documents, shall assist the Owner in distributing the bid documents, answering questions from vendors and contractors,

writing addendums, obtaining bids, and in awarding and preparing contracts for construction. The Engineer and a design team representative from each discipline shall attend the pre-bid meeting.

E. Construction Administration and 11-Month Warranty Phase

1. The construction phase will commence with the award of the contract for construction and continues until the one year warranty inspection and report is submitted by the Engineer and approved by the Owner.

2. The Engineer shall be the representative of the Owner during the construction phase and shall advise and consult the Owner.

3. The Engineer shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the contractor. The Engineer shall make periodic visits to the site, a minimum of three per week during construction, and once a week schedule project status meetings with City staff and contractor. The Engineer, as appropriate during the progress of the work, shall notify the Owner in writing about the progress and condition of the work, and to adequately represent the Owner. Additionally, the Engineer shall guard the Owner against defects and deficiencies in the construction. During construction, the contractor's general foreman will maintain a set of construction plans, marked up with all as-built changes. If requested by the Owner, the Engineer shall provide a full time construction monitor at the site to coordinate project construction, minimize project time and cost, and maintain project quality. This would be considered as an additional service. After substantial completion, the Engineer will obtain the contractor's marked-up plans and produce and submit as-built plans to the City Project Manager.

4. Upon prior notice to the Owner, the Engineer shall conduct inspections to determine the dates of substantial completion and final completion; additionally, an eleven-month warranty inspection report shall be prepared and submitted to the Owner.

SUBMITTAL REQUIREMENTS

1. SUBMITTAL PACKET

Seven copies of the proposal packet shall be submitted. The packet should be as concise as possible.

2. PROPOSAL FORMAT

For uniformity of review and evaluation of proposals, use the following format in preparing your proposal:

- A. Table of Contents
- B. General Work Plan Based on Scope of Work
- C. Project Schedule
- D. Project Team Description and Qualifications
- E. Experience / Past Performance
- F. Quality Assurance
- G. Resource Availability
- H. Resumes
- I. Errors and Omissions Insurance
- J. Additional Pertinent Information

Proposals must address all items listed in Sections A through J, above. Proposals that do not address these items will be considered non-responsive.

Proposal packets must be 8 ½" x 11" landscape or portrait format, limited to 30 pages for items A through J, excluding the covers, table of contents and separator sheets. The smallest acceptable pitch is 11 point with nominal 1" margins and normal line spacing.

Include an estimate of man-hours/fee, using the **Fee Estimate – Professional Services** form included in this RFP (see page.22). This estimate should detail the hours to be dedicated for each category.

The following section describes in more detail the proposal elements listed in Sections A through L, above:

- A. **Table of Contents**
Provide this for ease of reference.

- B. **General Work Plan Based on Scope of Work**
Provide a general work plan outlining the firm's approach to the scope of services. This plan should show a familiarity with the project site and a thorough understanding of the project scope. Demonstrate an understanding of the complexities and interrelationships among the different parts of the project. The description of the Engineer's general work plan will be used to evaluate the proponents' level of understanding of the project scope and the amount of work to be performed by the prime consultant versus sub-consultants. The general work plan should clearly show that the proposing prime consultant will be doing the majority of the design work.

- C. **Project Schedule**
Include a bar graph project schedule for all phases of work through City acceptance of construction documents and final plans. The schedule shall include the time necessary for the City

review of work products. Assume the Notice To Proceed will be issued eight weeks after the proposals due date. The schedule, as finally negotiated, will be incorporated in the Agreement between Owner and Engineer.

D. Project Team Description and Qualifications

1. The qualifications of the firm for the type of work required. The ability and expertise of the proposing firm and sub-consultant firms necessary to work on this type of project should be clearly presented. Proposals shall provide responses to the following items to describe the proposing firm's organization, capabilities and specialties:

- a. Official Name of Business
- b. Types of services provided
- c. Legal information: Individual, partnership, corporation, joint venture, or other
- d. Names, titles, professional registration, addresses of firm owner, partners or officers.
- e. Firm Size -- Describe the overall firm size and state the current number and type of regular full time employees in the office or facility that would be performing the work for this project, assisting the project team members. How long have these employees been with the firm?

2. Include the organizational chart for the project team, including sub-consultant members: provide the name of each key team member, their position title, assigned tasks for this project, and percent of time they will be assigned to the project.

3. For each prime and sub-consultant key member of the project team and other key personnel who will be assigned to the project, provide their type of license, certifications, their assigned tasks and the approximate percentage of project work that will be performed by each of these staff members.

4. The name and address of any proposed sub-consulting firms, and the identification of the tasks to be performed by them, and the names, type of license or certifications, and position title of the key personnel from each firm who will be assigned to this project.

5. More expanded information about the project team individuals, prime consultant and sub-consultant, can be included in the resumes section of the proposal.

6. The address, telephone and fax numbers of the office in which the majority of the work will be performed.

7. If proposing sub-consulting firms, briefly describe previous associations and experience in effectively working with and managing a combination of firms. Identify whether firms proposed for this project represent new joint venture associations.

8. Should the firm be invited for an interview, the city requires the principal and key project personnel who will be assigned to the project be present and introduced to the selection committee.

E. Experience / Past Performance

Discuss recent (within the past six years) experience of the proposing firm and project team on projects similar in size and complexity to this project. List project name, project budget, consulting firms involved, prime consultant, the design and construction completion dates in comparison to original schedule, original design cost and final design cost, # of amendments to the design contract prior to bidding phase, construction estimate, construction cost, amount of change orders due to design error or omission as a percentage of construction cost, owner/client, and references (including contacts and telephone numbers). Include photographs of completed projects.

Describe your firm's expertise and familiarity with procedural, regulatory and contract document requirements on projects of this scale, with and without Federal-funding. If the proposing Consultant is going to use other consulting firms to accomplish parts of the work, list the firm, the firm's location, the licensed professional at each firm who would be responsible for the work and which portion of the work they would be performing. If the proposed Architect is not in the Engineer's firm, list the proposed Architect's experience with projects of this type in the past six years.

With respect to subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate who the firms were.

F. Quality Assurance

Provide detailed internal quality control procedures for verification of all plans, specifications, and cost estimates, including checking sub-consultant's plan sheets and specifications for completeness, and accuracy.

G. Resource Availability

Describe the proposing firm's current workload (particularly in the office that will be doing the design work on this project). Provide project names, locations, clients, current phase of work for each project, and schedule for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project, what percentage of their time will be made available to this project, and the firm's capacity in these projects (i.e. subcontractor for structural design, landscape design, etc.).

Describe the sub-consultant project team members' current workload at their firm, with the same details as listed in the previous paragraph.

H. Resumes

Submit the resumes of key members of the project team, including sub-consultant members, using the following format:

- Name and Title
- Specialized Professional Competence
- Education and Licenses
- Years with Firm
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background

I. Errors and Omissions Insurance

All firms wishing to provide professional engineering design services on City projects must carry standard Errors and Omissions Insurance in the minimum amount of \$1,000,000.00. No additional direct or reimbursable expense is allowed under the Agreement for this standard coverage. Insurance certificates shall apply to prime consultants only and must be included with the proposal.

J. Additional Pertinent Information

Include any additional information that is not specifically called for in this RFP and which you wish to present in the proposal.

EVALUATION CRITERIA AND WEIGHTED VALUES

PROJECT: Compressed Natural Gas Facility -- Upgrade and Expansion

RFP# '14/48/P

NAME OF CONSULTANT FIRM: _____

EVALUATION CRITERIA:

The consultant selection will be based upon evaluation of the proposal and the consultant firm relative to the evaluation criteria.

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
Project Approach / Schedule	20			200
Qualifications	20			200
Experience / Past Performance	20			200
Quality Assurance	5			50
Resource Availability	10			100
Quality of Proposal is the proponent's knowledge and ability for this project clearly and concisely conveyed? Is all the information readily available and present? Did the proponent follow the format prescribed in the RFP?	15			150
Fee Estimate	10			100
Total Score	100			1000

Please do not minimize the importance of an adequate response in any area.

SELECTION COMMITTEE EVALUATOR

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

DEPARTMENT & DIVISION: _____

EVALUATION COMMITTEE MEMBERS

The committee will consist of representatives from the following departments:

1. Finance Department
 - Purchasing Division
2. Public Utilities Department
 - Environmental Services Division
3. Transportation Department
 - Transit Division

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

Interviews, at the option of the City, will be scheduled for the top three rated firms, if deemed necessary. They will consist of a 20-minute presentation by the Proponent, and a 30-minute question and answer period. If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

FEE ESTIMATE – PROFESSIONAL SERVICES

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

FEE ESTIMATE PROFESSIONAL SERVICES					
1. NAME OF PROJECT: ENGINEERING DESIGN COMPRESSED NATURAL GAS FACILITY – UPGRADE AND EXPANSION			2. RFP # '14/48/P		
3. NAME OF APPLICANT:			4. DATE OF PROPOSAL:		
5. ADDRESS OF APPLICANT		6. TYPE OF SERVICE TO BE FURNISHED:			
PART 2 – COST SUMMARY BASIC SERVICES					
7. DIRECT LABOR (specify categories)		ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL:					
8. OVERHEAD (specify cost pool)		RATE	X BASE	ESTIMATED COST	
OVERHEAD TOTAL:					
9. FEE OR PROFIT (show rate and base)					
SUPPLEMENTAL SERVICES					
10. SUBCONTRACTS (identify & purpose)				ESTIMATED COST	
SUBCONTRACTOR TOTAL:					
11. SPECIAL EQUIPMENT		RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:					
12. OTHER (specify)				ESTIMATED COST	
13. OTHER (specify)				ESTIMATED COST	
SUBTOTAL ITEMS 7-13:					
14. GROSS RECEIPTS					
15. TOTAL PRICE					
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		DIVISION	

LIVING WAGE ORDINANCE

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987.

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a rebuttable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit the **local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference.** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** The principal place of business of the enterprise is physically located within the Santa Fe County geographic boundaries. The business must have a "fixed office", as defined by this title, located within Santa Fe County. Principal place of business must have been established no less than six months preceding application for certification. Post office box numbers shall not suffice to establish an enterprise as a local business.
4. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition.** The following definition applies to this preference.

Fixed Office: shall mean a fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertaining to the business being certified. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as an office.

Additional Documentation. If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP # '14/48/P

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR PROPOSAL

Business Name: _____

Business License Number: _____ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate "general" or "limited" _____
- Sole proprietorship _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____
Print Name

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____,

My commission expires: _____
Notary Public

SEAL

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

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

I understand that knowingly giving false or misleading information on this report constitutes a crime.

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

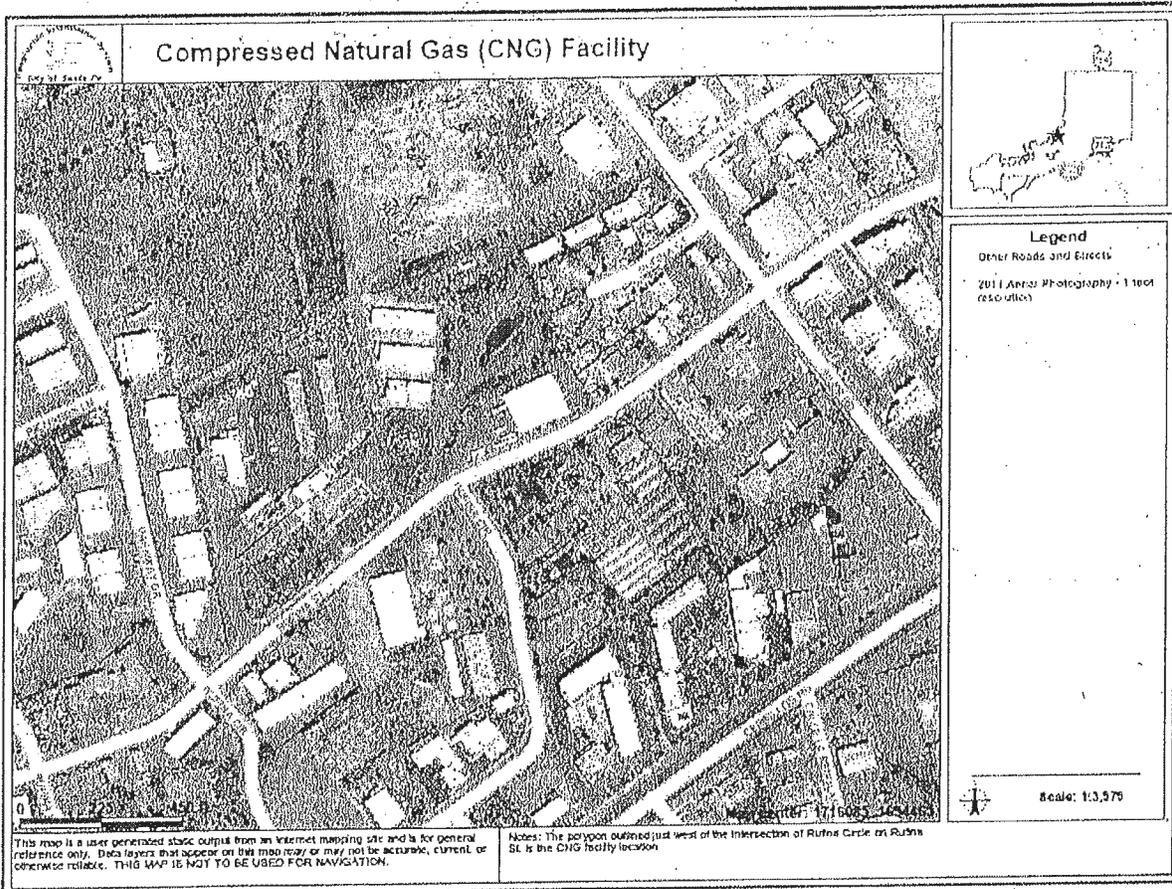
The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 1



SAMPLE CONTRACT



AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

FOR RFP PURPOSES ONLY

AGREEMENT made as of the _____ day of _____ in the year 2014.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87501

and the Architect:
(yet to be determined)

for the following Project:

Compressed Natural Gas (CNG) - Upgrade and Expansion
2931 Rufina Street, Santa Fe, New Mexico 87507-2928
The design of the replacement of the fuel compressors, storage tank equipment and lines at the existing CNG fueling facility. The design work also includes (a) the addition of 18 new fueling bays in the Transit yard and 40 new fueling bays on the Environmental Services Division property north of the compression station, (b) evaluation of the fast-fill dispenser (for public access vehicle fueling) at the compression station for required equipment upgrades, and (c) replacement of the CNG distribution lines and the electrical lines supplying power to the fueling facility.

The Owner and Architect agree as follows.

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

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

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 16:15:31 on 05/02/2014 under Order No.4615060007_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176298)

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article
(Paragraphs deleted)

1.

§ 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:

yet to be determined

2. Substantial Completion date:

yet to be determined

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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 10:15:31 on 05/02/2014 under Order No.461506007_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176298)

2

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

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

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

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1. General Liability

Each Occurrence \$1,000,000, damage to Rented Premises (Ea. Occurrence) \$1,000,000, Med Exp (Any one person) \$10,000, Personal & Adv Injury \$1,000,000, General Aggregate \$2,000,000, Products - Comp/Op Agg \$2,000,000, Emp Ben. \$1,000,000

2. Automobile Liability

Combined single Limit (Ea accident) \$1,000,000

3. Workers' Compensation

E.L. Each Accident \$1,000,000, E.L. disease - Ea. Employee \$1,000,000, E.L. Disease - Policy Limit \$1,000,000

4. Professional Liability

Ea. Claim \$1,000,000, Aggregate \$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and the Request For Proposals (which will be made an Exhibit to the executed Agreement), including any Addendums, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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

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

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

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

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 16:15:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.
User Notes:

(1247176298)

3

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

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

§ 3.2 PROGRAM PHASE SERVICES

§ 3.2.1 The Architect shall review the information furnished by the Owner, and shall obtain and analyze all of the additional information required to develop a detailed program for the upgrades and expansion of the CNG facility. The Architect shall include in their review the laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare an evaluation of the existing CNG facility, including the existing utilities and distribution CNG lines, the project site, and the other information they obtain, each in terms of the other, to ascertain and quantify the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

(Paragraphs deleted)

§ 3.2.6 The Architect shall submit the final Program to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor

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 16:15:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176290)

4

will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

If it is in the best interest of the Owner, when construction funding becomes available, the following additional phases of work may be added to this agreement by amendment:

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) distribution of the bidding documents (2) obtaining either competitive bids or negotiated proposals; (3) and participate in the pre-bid meeting, (4) confirming responsiveness of bids or proposals; (5) determining the successful bid or proposal, if any; and, (6) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

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 16:15:31 on 05/02/2014 under Order No.4615060007_1 which expires on 02/08/2016, and is not for resale.
User Notes:

(1247176298)

5

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

mil.

AIA Document B101™ - 2007 (formerly B161™ - 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 16:15:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

{1247176298}

6

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

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

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

§ 3.6.4 SUBMITTALS

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

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

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

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

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

§ 3.6.5 CHANGES IN THE WORK

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

init.

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents. The Architect shall, prior to authorization of final payment to the Contractor, obtain from the Contractor the construction drawings marked up by the Contractor with all changes made to the design during construction. The Architect shall provide construction Record Drawings to the Owner which incorporate the marked up drawings from the Contractor and all design changes provided to the Contractor by the Architect. The Record Drawings will be provided in paper and electronic AutoCAD drawings and pdf drawings.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7		
§ 4.1.8 Landscape design		
§ 4.1.9		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11		
§ 4.1.12 On-site Project Representation (B207™-2008)		

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 16:16:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/06/2015, and is not for resale.
User Notes: (1247176290)

§ 4.1.13	Conformed construction documents		
§ 4.1.14			
§ 4.1.15			
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27			

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

none

§ 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 Architect. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of bidders or persons providing proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
11. Assistance to the Initial Decision Maker, if other than the Architect.

(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 16:15:31 on 05/02/2014 under Order No.4615060007_1 which expires on 02/09/2015, and is not for resale.

User Notes:

(1247176290)

9

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5. OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall initially establish and periodically update the estimated construction cost 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 maximum allowable construction cost at any time after the programming phase is complete, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

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

§ 5.7 The Owner shall furnish 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.

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

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

(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 16:15:31 on 05/02/2014 under Order No.4615060007_1 which expires on 02/08/2015, and is not for resale.
User Notes: (1247176298)

10

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

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

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

Int.

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 16:15:31 on 05/02/2014 under Order No.4615080087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176298)

11

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of 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.

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

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

§ 8.2 MEDIATION

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

§ 8.2.2 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 the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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 16:15:31 on 05/02/2014 under Order No. 4615060087_1 which expires on 02/08/2015, and is not for resale.
User Notes: (1247176298)

12

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

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

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

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

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

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

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

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 16:15:31 on 05/02/2014 under Order No.4015060087_1 which expires on 02/08/2015, and is not for resale.
User Notes:

{1247176295}

13

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

§10.9 INDEMNIFICATION

The Architect shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Architect's performance under this Agreement as well as the performance of Architect's employees, agents, representatives and sub-consultants.

§ 10.10 APPROPRIATIONS

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 Architect. The City's decision as to whether sufficient appropriations are available shall be accepted by the Architect and shall be final.

§ 10.11 THIRD PARTY BENEFICIARIES

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 Architect. 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 ARCHITECT; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUB-CONSULTANTS

A. The Architect and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Architect, 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.

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

C. The Architect 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.

§ 10.13 CONFLICT OF INTEREST

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

§ 10.14 ASSIGNMENT: SUBCONTRACTING

The Architect 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 Architect 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

The Architect, upon acceptance of 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

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 16:15:31 on 05/02/2014 under Order No.4615060067_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176298)

14

Agreement. The Architect agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Architect has express written authority to do so, and then only within the strict limits of that authority.

§ 10.16 INSURANCE

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

B. Architect 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 Architect shall furnish the City with proof of insurance of Architect's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

§ 10.17 RECORDS AND AUDIT

The Architect 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

Architect 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 Architect 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

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

§ 10.20 NON-DISCRIMINATION

During the term of this Agreement, Architect shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Architect 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

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.

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 16:15:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.
User Notes:

(1247176298)

15

10.22 NOTICES: 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: Facilities Division, Public Works Department
 City of Santa Fe
 PO Box 909
 Santa Fe, New Mexico 87504-0909

ARCHITECT: yet to be determined

10.23 NEW MEXICO TORT CLAIMS ACT: 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.

ARTICLE 11 - COMPENSATION

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

yet to be determined

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

none

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

none

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

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

Schematic Design Phase	yet to be determined	percent ()	%
Design Development Phase		percent ()	%
Construction Documents Phase		percent ()	%
Bidding or Negotiation Phase		percent ()	%
Construction Phase		percent ()	%
Total Basic Compensation	one hundred	percent (100	%)

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

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 16:15:31 on 05/02/2014 under Order No.4615060007_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176298)

16

Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

yet to be determined

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

1. Transportation and authorized out-of-town travel
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraph deleted)

9. All taxes levied on reimbursable expenses;
10. GPS for field survey
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

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

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, surveys, drawings, 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 Architect under this Agreement shall become the Owner's property, and the Architect 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 ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within twenty one (21) days of undisputed request for payment.

§ 11.10.2

(Paragraphs deleted)

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

§ 11.10.3 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.

(Paragraph deleted)

ARTICLE 12: SPECIAL TERMS AND CONDITIONS

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

not applicable

Int.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .3 Other documents:

Exhibit A: Design Schedule (yet to be received)

Exhibit B: Certificate of Liability Insurance (yet to be received)

Exhibit C: List of Sub – Consultants (yet to be received)

Exhibit D: Scope of Services from the Request For Proposals (yet to be finalized by Addendums)

Inlt.

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 16:15:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.
User Notes:

(1247176296)

18

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

ARCHITECT:

BY: NAME, TITLE

NM LICENSE NO.
NM Taxation and Revenue CRS No.:

City of Santa Fe Business Registration No.:

APPROVED AS TO FORM:

KELLEY A. BRENNAN
INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

52409.572960

Business Unit / Line Item

(Table 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 16:15:31 on 05/02/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1247176296)

EXHIBIT E

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE		
Public Utilities/ Environmental Services / 52251/ Administration				08/15/2014		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Landfill Tip Fees	52251.514150				191,765	
Work In Progress Design	52251.572960			191,765		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	\$ 191,765	\$ 191,765

The funding will be utilized for design of the Compressed Natural Gas slow fill station.

Actual Expenditure FYE 6/30/2014 \$ 2,209,478

Current Budget FYE 6/30/2015 2,700,000 in excess of 2,209,478 from Prior Year

Lawrence Garcia Prepared By <i>[Signature]</i> Division Director <i>[Signature]</i> Department Director	August 15, 2014 Date 8/19/14 Date 8/20/14 Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	<i>[Signature]</i> 8/25/14 Budget Officer <i>[Signature]</i> 8/18/14 Finance Director City Manager	Date Date Date
--	---	---	--	----------------------

EXHIBIT F



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

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

FOR: ORIGINAL CONTRACT or **CONTRACT AMENDMENT**

2 Name of Contractor Huitt-Zollars, Inc.

Complete information requested Plus GRT

x Inclusive of GRT

Original Contract Amount: \$191,765.00

Termination Date: _____

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Engineering/design for CNG facility upgrade and expansion.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# '14/48/P Date: June 10, 2014

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other N/A

6 Procurement History: N/A
example: (First year of 4 year contract)

7 Funding Source: N/A **BU/Line Item:** 52251.572960

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Ken Smithson, Director of Operations & Maintenance

Phone # Ext. 2223

Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

EXHIBIT G



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the tenth day of September in the year 2014

BETWEEN the Architect's client identified as the Owner:

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87501

and the Architect:

Huitt-Zollars, Inc.
6501 Americas Parkway NE
Suite 550
Albuquerque, NM 87110-8154

for the following Project:

Compressed Natural Gas (CNG) Facility - Upgrade and Expansion
2931 Rufina Street, Santa Fe, New Mexico 87507-2928

The design of the replacement of the fuel compressors, storage tank equipment and lines at the existing CNG fueling facility. The design work also includes (a) the addition of 18 new fueling bays in the Transit yard and 40 new fueling bays on the Environmental Services Division property north of the compression station, (b) evaluation of the fast-fill dispenser (for public access vehicle fueling) at the compression station for required equipment upgrades, and (c) replacement of the CNG distribution lines and the electrical lines supplying power to the fueling facility.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article
(Paragraphs deleted)

1.

§ 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 (no construction funding is available at this time); this original contract does not include bidding or construction phase services.

- .2 Substantial Completion date:

not available; see comment above (1.2.1)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

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

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence \$1,000,000, damage to Rented Premises (Ea. Occurrence) \$1,000,000, Med Exp (Any one person) \$10,000, Personal & Adv Injury \$1,000,000, General Aggregate \$2,000,000, Products – Comp/Op Agg \$2,000,000, Emp Ben. \$1,000,000

.2 Automobile Liability

Combined single Limit (Ea accident) \$1,000,000

.3 Workers' Compensation

E.L. Each Accident \$1,000,000, E.L. disease – Ea. Employee \$1,000,000, E.L. Disease – Policy Limit \$1,000,000

.4 Professional Liability

Ea. Claim \$1,000,000, Aggregate \$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and in the Request For Proposals # 14/48/P, including any Addendums, and include the usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the completion of the Construction Documents phase, including all specifications and final cost estimate. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 PROGRAM PHASE SERVICES

§ 3.2.1 The Architect shall review the information furnished by the Owner, and shall obtain and analyze all of the additional information required to develop a detailed program for the upgrades and expansion of the CNG facility. The Architect shall include in their review the laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare an evaluation of the existing CNG facility, including the existing utilities and distribution CNG lines, the project site, and the other information they obtain, each in terms of the other, to ascertain and quantify the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

(Paragraphs deleted)

§ 3.2.6 The Architect shall submit the final Program to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Init.

Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.4.6 If it is in the best interest of the Owner, when construction funding becomes available, the following additional phases of work may be added to this agreement by amendment.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) distribution of the bidding documents (2) obtaining either competitive bids or negotiated proposals; (3) and participate in the pre-bid meeting, (4) confirming responsiveness of bids or proposals; (5) determining the successful bid or proposal, if any; and, (6) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

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

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

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the

provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents. The Architect shall, prior to authorization of final payment to the Contractor, obtain from the Contractor the construction drawings marked up by the Contractor with all changes made to the design during construction. The Architect shall provide construction Record Drawings to the Owner which incorporate the marked up drawings from the Contractor and all design changes provided to the Contractor by the Architect. The Record Drawings will be provided as a paper plan set, as electronic AutoCAD drawings and pdf drawings.

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

ARTICLE 4 ADDITIONAL SERVICES

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7		
§ 4.1.8 Landscape design		
§ 4.1.9		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11		
§ 4.1.12 On-site Project Representation (B207™-2008)		

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 15:57:37 on 08/21/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not resale.

User Notes:

§ 4.1.13	Conformed construction documents		
§ 4.1.14			
§ 4.1.15			
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27			

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

none

§ 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 Architect. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs deleted)

§ 4.3.2 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

Init.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall initially establish and periodically update the estimated construction cost 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 maximum allowable construction cost at any time after the programming phase is complete, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

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

§ 5.7 The Owner shall furnish 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.

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

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

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

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

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of 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.

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

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

§ 8.2 MEDIATION

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

§ 8.2.2 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 the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

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

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

Init.

confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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

§10.9 INDEMNIFICATION

The Architect shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Architect's performance under this Agreement as well as the performance of Architect's employees, agents, representatives and sub-consultants.

§ 10.10 APPROPRIATIONS

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 Architect. The City's decision as to whether sufficient appropriations are available shall be accepted by the Architect and shall be final.

§ 10.11 THIRD PARTY BENEFICIARIES

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 Architect. 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 ARCHITECT; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUB-CONSULTANTS

A. The Architect and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Architect, 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.

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

C. The Architect 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.

§ 10.13 CONFLICT OF INTEREST

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

§ 10.14 ASSIGNMENT: SUBCONTRACTING

The Architect 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 Architect 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

The Architect, upon acceptance of 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. The Architect agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Architect has express written authority to do so, and then only within the strict limits of that authority.

§ 10.16 INSURANCE

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

B. Architect 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 Architect shall furnish the City with proof of insurance of Architect's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

§ 10.17 RECORDS AND AUDIT

The Architect 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

Architect 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 Architect 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

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

§ 10.20 NON-DISCRIMINATION

During the term of this Agreement, Architect shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Architect 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

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: 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: Facilities Division, Public Works Department
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

ARCHITECT: Huitt Zollars, Inc.
6501 Americas Parkway NE
Suite 550
Albuquerque, NM 87110-8154

10.23 NEW MEXICO TORT CLAIMS ACT: 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

This Agreement shall be effective when signed by the City and shall terminate on September 10, 2018, unless terminated sooner pursuant to Article 9.

ARTICLE 11 COMPENSATION

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

(Paragraph deleted)

\$One hundred forty six thousand twenty dollars (\$146,020.00) plus tax in the amount of ten thousand two hundred twenty one dollars and forty cents (\$10,221.40) for a total amount of one hundred fifty six thousand two hundred forty one dollars and forty cents (\$156,241.40).

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

none

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

none

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

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

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 15:57:37 on 08/21/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

Init.

(795563886)

122

16

Program Phase	\$39,060.35	percent (25	%)
Design Development Phase	\$39,060.35	percent (25	%)
Construction Documents Phase	\$78,120.70	percent (50	%)
Bidding or Negotiation Phase	\$0.0	percent (0	%)
Construction Phase	\$0.0	percent (0	%)
Total Basic Compensation	\$156,241.40	percent (100	%)

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

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

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 Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Surveying and utility locating. (Documentation of utility locating by New Mexico One Call is included in basic services.)
- .2 Geotechnical Report
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Environmental assessment
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on reimbursable expenses;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. The allowed amount shall be thirty three thousand two hundred dollars (\$33,200.00), plus tax in the amount of two thousand three hundred twenty four dollars (\$2,324.00) for a total amount of thirty five thousand five hundred twenty four dollars (\$35,524.00), plus 0% of the expenses incurred..

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

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, surveys, drawings, 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 Architect under this Agreement shall become the Owner's property, and the Architect 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 ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within twenty one (21) days of undisputed request for payment.

§ 11.10.2

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 15:57:37 on 08/21/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not resale.

User Notes:

(Paragraphs deleted)

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

§ 11.10.3 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.

(Paragraph deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .3 Other documents:
 - Exhibit 1 Request For Proposals '14/48/P
 - Exhibit 2 Project Schedule
 - Exhibit 3 Certificates of Liability Insurance

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

ARCHITECT:
HUITT-ZOLLARS, INC.

BY: _____
JOHN JARRARD, VICE PRESIDENT

NM Taxation and Revenue CRS No.:
02-279106-000_
City of Santa Fe Business Registration No.:
14-00003145

APPROVED AS TO FORM:

 8/22/14

KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

TERESITA GARCIA, ASSISTANT FINANCE DIRECTOR

52251.572960 Business Unit / Line Item

(Table 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 15:57:37 on 08/21/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(795563886)

SCOPE OF SERVICES (RFP 14/48/P)

Introduction

The City of Santa Fe is seeking the services of a qualified engineering/design firm to provide the construction drawings, specifications and contract documents for the needed upgrade and expansion of the City's compressed natural gas (CNG) fueling facility located at the Transit yard on Rufina Street.

Location and Background:

1. The location of the project is the City of Santa Fe Transit Division administration/maintenance facility at 2931 Rufina Street. The existing CNG fueling facility is located on City property immediately east of the transit facility (see Exhibit 1).

2. The fuel compressors, storage tank equipment and lines, first purchased and installed in 1991 when transit services were initiated, have exceeded their useful life. The capacity of the original system is also under-sized, given the increase in CNG-fueled vehicles being operated by the City of Santa Fe. At the Transit Division, in addition to Santa Fe Trails buses (100 percent of which are fueled by CNG), the number of CNG vehicles has steadily increased over the years to include demand response revenue vehicles operated by Santa Fe Ride, as well as support vehicles. Thus, an addition of 18 new fueling bays in the transit yard is included in the project.

3. The Environmental Services Division (ESD) is also in the process of replacing aging diesel solid waste trucks and purchasing new equipment powered by CNG. This transition will require 40 new fueling bays to be constructed on ESD property immediately north of the compression station. Although not all of these fueling bays will be used immediately, the capacity of compressors and storage equipment included in the upgrade will provide for their use once the ESD's conversion to CNG vehicles is complete. A concrete pad sufficient to withstand the weight and size of solid waste vehicles, energy efficient overhead lighting, and forty (40) 120 volt plugs with enough capacity to operate 40 engine block heaters shall also be included in this design.

4. There is a fast-fill dispenser with credit card access at the compression station that is provided for public access to CNG fueling that will also require evaluation for potential equipment upgrades.

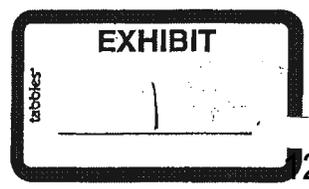
Scope of Services:

The Scope of Work for the Compressed Natural Gas Facility – Upgrade and Expansion includes but is not limited to:

A. Program Phase

1. The Engineer will develop a comprehensive program which establishes goals, collects facts, identifies concepts and establishes design criteria to meet the needs of the project. The program should be based on the information and requirements of this request for proposals and determine the current project requirements, based on:

- a) the conceptual design
- b) equipment sufficient to meet anticipated fueling needs



- c) assumptions about the anticipated use of the new compressors, to be included in the program report
- d) calculations supporting the sizing of the CNG equipment, to be included in an appendix to the program report
- e) calculations supporting the volume of CNG required during fill-ups for both fast fill and slow fill dispensers, to be included in an appendix to the program report
- f) replacement of above ground and below ground distribution lines, and new or extensions of utilities required to support the essential and desirable design elements
- g) back-up power requirements in the event electric utility service is lost at the site
- h) back-up fueling solution(s) in the event the CNG station goes down for any reason – either planned or unplanned

The deliverable will be the program report. The program report should cover all of the elements described in this Section A.

2. The Engineer's key design team members will initially meet with City staff to review the development of schematic designs for the project. It is critical that the design team have a thorough understanding of the criteria for the existing designs.

3. Analyze and design replacement of existing distribution lines after compression station.

4. Analyze and recommend replacement of existing above ground and underground utility lines, based on information obtained by the Engineer from the utility owners, including the City utilities. The Engineer shall arrange for nondestructive pot-holing, if necessary, to identify the exact location of existing utilities that could conflict with construction design. Pot-holing (locating) is only anticipated for locations where substructure construction/excavation is required.

5. The Engineer shall include a first opinion of probable construction cost in the program report.

6. Quality Control: In the Program Phase and all other phases, the City expects an excellent quality assurance effort. The City expects the Engineer to thoroughly review all sub-consultant's reports, plans and specifications, prior to submittal to the City. The City reserves the right to reject submittals that show a lack of quality control. Should the City reject submittals for this reason, the City will not be charged for reproduction costs or any design costs associated with the follow up submittal. The City will not provide an extensive review of reports, specifications or plans, however, if the City must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

7. The Engineer shall receive written approval of the program report from the City prior to proceeding with the Design Development services.

B. Design Development Phase

1. From the approved Program Phase documents, the Engineer shall prepare the design development documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire project as to all structural, mechanical and electrical systems, materials, and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, the probable construction project schedule, a detailed

estimate of cost, equipment to be installed in the project, and a statement which identifies the need for any additional data, surveys, or tests required to support construction documents. The Consultant shall map existing and new utility locations onto plans and profile sheets.

2. The Engineer shall create and incorporate all design plans in AutoCAD. The AutoCAD software shall be at least AutoCAD 2013.

3. 50% plans should show design details, geometrics, plan and profile sheets showing recommended horizontal and vertical alignment, the depths of excavations, including the depths and alignments of all of the existing utilities identified in the programming phase, typical sections, intersection layouts, drainage requirements including major drainage structures, utility relocation/adjustment requirements, utility replacements, preliminary electrical plan, and a preliminary construction cost estimate by construction type. Include details as to the type, height, elevation and section views of all above ground structures, and show landscaping. Provide information about the colors and materials of all above ground structures and objects.

4. After incorporation of City staff review comments of the 50% submittal plans, the Engineer, with assistance from key sub-consultants and City staff, will present the plans to the Transit Advisory Board and the City governing body.

5. The Engineer shall receive written approval of the revised, 100% submittal plans from the City of Santa Fe prior to proceeding with the Construction Documents Phase services.

C. Construction Documents Phase

1. From the approved design development phase plans and documents, the Engineer shall prepare bidding plans and documents setting forth in detail the requirements for the construction of the project, which shall at a minimum include bid forms, the conditions of the contract for construction (general, and other conditions of the contract). The bidding documents shall be based on information contained in the design development drawings and other documents previously approved by the Owner. The bidding documents shall be in the form of a lump sum bid. Upon completion of the bidding documents, the Engineer shall brief the Owner on the bidding documents, specifically addressing previously approved requirements contained in the design development drawings and other documents. The Engineer shall, at this briefing, furnish to the Owner a detailed cost estimate. The Engineer shall be responsible for preparing a complete bid package. A copy of the approved construction plans, the approved project manual/request for bid, including the complete specifications, and the approved final cost estimate shall be provided to the Owner on a CD or flash drive, in both pdf and AutoCAD drawing formats.

2. The Engineer will assist the Owner by preparing and submitting applications for any permits required for construction.

Upon City acceptance of the Construction Documents phase submittals described above, the following described design services may be added as an amendment to the Agreement between Owner and Engineer, if it is in the best interest of the City to do so.

D. Bidding Phase

The Engineer, following the Owner's written approval of the bidding documents, shall assist the Owner in distributing the bid documents, answering questions from vendors and contractors,

writing addendums, obtaining bids, and in awarding and preparing contracts for construction. The Engineer and a design team representative from each discipline shall attend the pre-bid meeting.

E. Construction Administration and 11 Month Warranty Phase

1. The construction phase will commence with the award of the contract for construction and continues until the one year warranty inspection and report is submitted by the Engineer and approved by the Owner.

2. The Engineer shall be the representative of the Owner during the construction phase and shall advise and consult the Owner.

3. The Engineer shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the contractor. The Engineer shall make periodic visits to the site, a minimum of three per week during construction, and once a week schedule project status meetings with City staff and contractor. The Engineer, as appropriate during the progress of the work, shall notify the Owner in writing about the progress and condition of the work, and to adequately represent the Owner. Additionally, the Engineer shall guard the Owner against defects and deficiencies in the construction. During construction, the contractor's general foreman will maintain a set of construction plans, marked up with all as-built changes. If requested by the Owner, the Engineer shall provide a full time construction monitor at the site to coordinate project construction, minimize project time and cost, and maintain project quality. This would be considered as an additional service. After substantial completion, the Engineer will obtain the contractor's marked-up plans and produce and submit as-built plans to the City Project Manager.

4. Upon prior notice to the Owner, the Engineer shall conduct inspections to determine the dates of substantial completion and final completion; additionally, an eleven-month warranty inspection report shall be prepared and submitted to the Owner.

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- All profit businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and life insurance shall be considered as an element of wages.
- Corporate organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer, or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who report or file a good faith allegation of noncompliance with the ordinance.
- Filing an action against an individual within 60 days of the individual's possession of or communication of information regarding rights raises a rebuttable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or business portions of its property.

Enforcement and Remedies:

- Administrative Enforcement**—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalties**—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3-20(C) 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Civil Remedies**—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount or liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and cost.

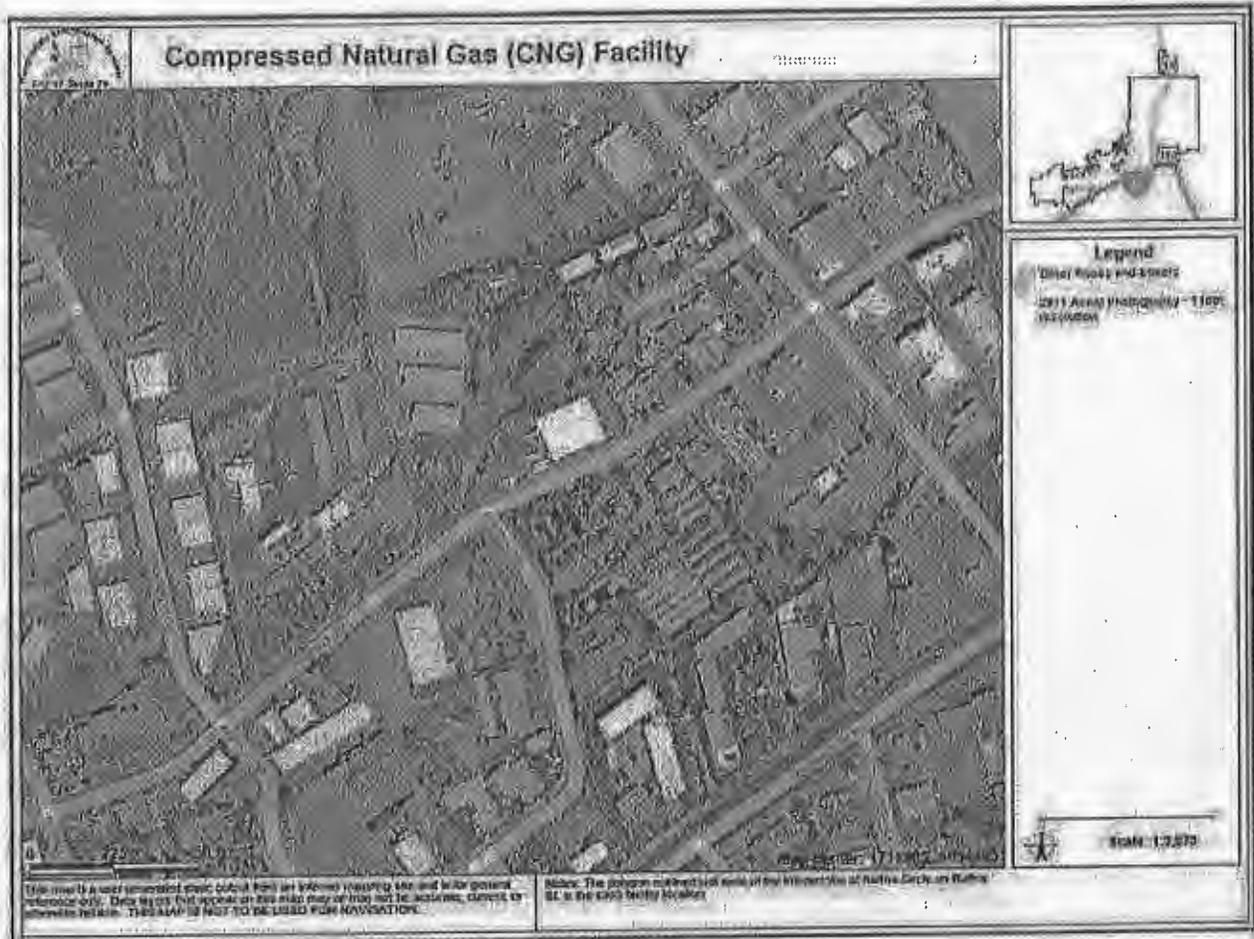
Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises (written in English and Spanish), that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be considered a violation of this ordinance and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

For more information, please contact: **Consumer Services** at 505-958-6949. Email: consumer.services@santafenm.gov

EXHIBIT 1 (RFP '14/48/P)



City of Santa Fe

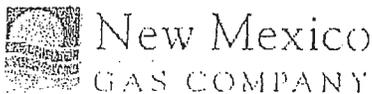
RFP # '14/48/P - Engineering Design Services CNG Facility Upgrade and Expansion

ADDENDUM # 1

Issue Date: 07/03/2014

1. Can we provide our hourly rates that include direct labor, overhead, and profit on line 7 of the Fee Estimate page 21 of the RFP, or do we need to breakdown our rates into the 3 categories? Please break down the rates into direct labor (line 7), overhead (line 8) and fee or profit (line 9).
2. Are there any prebid meeting notes, sign in sheet, clarifications, etc that you can email to me? There are no pre-proposal meeting notes. The agenda and sign-in sheet have been posted to the City's website at: http://www.santafenm.gov/bids_rfps/detail/1448p. This addendum is the only instrument being used for clarifications and will be sent to all potential proposers.
3. What is the current daily CNG consumption for both Transit and Refuse in Diesel Gallon Equivalent [DGE]?
Attached is the New Mexico Gas Company daily volume statement for the month of June. This is total usage for Transit, Refuse and Public, as there are no separate meters.
4. What is the current daily Diesel Gallon consumption for both Transit and Refuse for diesel powered vehicles?
Daily diesel consumption is irrelevant since we are only interested in compressed natural gas usage and Transit has no diesel buses.
5. What daily DGE consumption will the final CNG station be expected to support?
The attachment shows total consumption for current vehicles (24 units for Transit and 5 units for Refuse) but will need to be increased for projected expansion vehicles – up to 15 additional units for Refuse by the end of 2015.
6. What is the nightly fueling window for both Transit and Refuse?
Transit vehicles start coming off route around 7:00 p.m.; with the last 4 vehicles in the yard at 11:00 p.m. The first bus leaves the yard around 6:00 a.m. Refuse vehicles are currently using fast fill at the public dispenser – around 8:00 a.m. and again around 3:00 p.m.
7. Do you have any idea on the daily DGE consumption for the public fast fill dispenser?
No idea on the daily public fueling, as there is no separate meter, but it is minimal or non-existent most days.

8. Will all Transit and Refuse vehicles use a nightly slow-fill procedure?
Yes, Transit is already doing so, and Refuse will be using slow fill at night when it is available.
9. For the block heaters in the vehicles, which vehicles have them (i.e. Transit, Refuse or both) and how many watts are they?
None of the Transit vehicles have block heaters at this time. Refuse vehicles have block heaters that plug into standard 110 volt outlets.
10. Who will maintain the facility once it is place into operation?
There will be a separate and distinct procurement for an operations/maintenance contract, once the engineering/design and construction/equipment phases are complete.
11. Is commissioning of the facility part of the chosen design group's scope?
No, but the City retains the right to add bidding and construction administration design services as an amendment to the original agreement, if it is in the City's best interest to do so (see bold text near the bottom of page 14 in the RFP).
12. Is writing maintenance specifications for the facility part of the design group's scope?
Some basic maintenance specifications for a facility of this nature could certainly be included, but, presumably, maintenance specifications will largely come from the contractor that provides the equipment.
13. In glancing over this document I was unable to identify the consumption forecasted for the Santé Fe operations. Could you please provide these numbers and in turn we will be able to accurately identify solution options.
See response to #5.



New Mexico Gas Company
 Albuquerque, New Mexico
 Daily Volume Statement (Turbine)
 June 2014 (Summary)

02 Jul 2014
 4:01 PM

Meter ID: 00008214

Alt. Meter ID: 1170391

Meter Name: SANTA FE TRAILS TRANSIT CENTER

Alt. Meter Name:

Effective Date	Contract Hour	Chart Days								
7 JUN 2013 01:00	8	1 Hour								
Measurement Effective Date	Static Range	Diff Range	Temp H Range	Temp L Range	Calc Type	Temp Base	Analysis ID	Pressure Base	Energy Basis	Meter Factor
7 JUN 2013 01:00	700	NaN	150	0	AGA7	60	00009704	14.73	Dry	1.00
Day	Flow Time (Hours)	Flow Temp	Avg Press (PSIG)	Volume MCF @14.730	Dry Heating Value	D1 (MMBT)				
1 - SUNDAY	10.35	67.7	109.8	54.38	1034.0	56.1				
2 - MONDAY	20.12	67.6	109.7	140.18	1034.0	144.1				
3 - TUESDAY	18.47	68.5	109.6	147.36	1034.0	152.1				
4 - WEDNESDAY	20.28	68.7	109.7	153.87	1034.0	159.1				
5 - THURSDAY	20.15	69.6	109.7	140.67	1034.0	145.1				
6 - FRIDAY	19.85	69.6	109.6	151.16	1034.0	158.1				
7 - SATURDAY	10.40	67.4	109.9	55.47	1034.0	57.1				
8 - SUNDAY	7.75	67.7	109.8	41.40	1034.0	42.1				
9 - MONDAY	17.15	68.3	109.7	134.19	1034.0	138.1				
0 - TUESDAY	18.78	69.5	109.6	146.99	1034.0	151.1				
1 - WEDNESDAY	18.88	69.8	109.6	145.56	1034.0	150.1				
2 - THURSDAY	18.60	70.0	109.6	154.24	1034.0	159.1				
3 - FRIDAY	15.08	68.4	109.7	123.34	1034.0	127.1				
4 - SATURDAY	10.83	70.7	109.7	69.81	1034.0	72.1				
5 - SUNDAY	8.27	71.1	109.7	43.70	1034.0	45.1				
6 - MONDAY	19.45	70.5	109.6	145.66	1034.0	150.1				
7 - TUESDAY	20.20	69.4	109.7	155.49	1034.0	160.1				
8 - WEDNESDAY	18.55	69.9	109.6	152.15	1034.0	157.1				
9 - THURSDAY	20.78	70.2	109.7	151.13	1034.0	156.1				
0 - FRIDAY	17.78	72.0	109.6	134.61	1034.0	139.1				
1 - SATURDAY	12.27	73.3	109.7	63.82	1034.0	65.1				
2 - SUNDAY	9.52	71.8	109.7	50.13	1034.0	51.1				
3 - MONDAY	21.12	71.2	109.6	151.43	1034.0	156.1				
4 - TUESDAY	19.27	73.0	109.5	153.83	1034.0	159.1				
5 - WEDNESDAY	20.23	73.1	109.5	177.65	1034.0	183.1				
6 - THURSDAY	22.82	72.9	109.7	128.35	1034.0	132.1				
7 - FRIDAY	23.00	72.2	109.8	128.42	1034.0	132.1				
8 - SATURDAY	17.60	74.4	109.7	93.77	1034.0	96.1				
9 - SUNDAY	11.30	75.5	109.6	59.79	1034.0	61.1				
20.37 Days				3,448.52	1034.0	3,565.1				

Remarks:

The data on this report may be incomplete and should be viewed as preliminary un-edited data.



PROJECT SCHEDULE

Microsoft Project will be used to set up and monitor the progress of each task for all phases of the project. Schedules and critical path items will be established during the early stages of the project. A project baseline schedule will be prepared to compare the actual progress with the planned progress. Monthly updates will be provided to the City's Project Manager as the project progresses to track the status of critical path items as they relate to the proposed completion date. If activities lag behind schedule or lose momentum, John Jarrard, Project Manager will work with team members to develop an action plan to restore schedule performance. Monthly progress reports will include an issue resolution matrix, defining issues that need clarification, their status, and the responsible party.

A sample project schedule is shown below. A detailed schedule specific to the project will be developed prior to starting the design phase to ensure the submittal deadlines are consistent with the design deliverables and construction completion requirements.

Project Schedule

City Council Award

Kick Off Meeting

PROGRAMMING PHASE 4 WEEKS

- FIELD INVESTIGATION
 - o SITE SURVEY
 - o UTILITY MAPPING
 - o GEOTECHNICAL INVESTIGATION
- DEVELOP AND DISTRIBUTE QUESTIONNAIRE
- MEET WITH CITY TO REVIEW QUESTIONNAIRE RESPONSES
- PREPARE PROGRAM DOCUMENT
 - o UTILITY / EQUIPMENT REQUIREMENTS
 - o ANALYSIS AND RECOMMENDATIONS
 - o PRELIMINARY COST ANALYSIS

City Review 2 WEEKS

DESIGN DEVELOPMENT PHASE 8 WEEKS

- PREPARE SDG DESIGN DOCUMENTS
 - o DRAWINGS
 - SITE PLANS
 - UTILITY PLANS
 - EQUIPMENT PLANS
 - STRUCTURAL PLANS
 - ELECTRICAL PLANS
 - o SPECIFICATIONS
- UPDATE PRELIMINARY COST ESTIMATE

City Review 2 WEEKS

CONSTRUCTION DOCUMENT PHASE 8 WEEKS

- PREPARE CONSTRUCTION DOCUMENTS
 - o DRAWINGS
 - SITE PLANS
 - UTILITY PLANS
 - EQUIPMENT PLANS
 - STRUCTURAL PLANS
 - ELECTRICAL PLANS
 - o SPECIFICATIONS
- UPDATE PRELIMINARY COST ESTIMATE

City Review 2 WEEKS

BIDDING AND CONSTRUCTION 24 WEEKS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2014

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899	
INSURED Huitt-Zollars, Inc. 1717 McKinney Avenue Dallas TX 75202	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hudson Insurance Company	25054
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

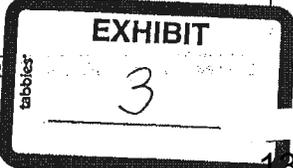
COVERAGES CERTIFICATE NUMBER: Cert ID 23689 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	ABE72448-04	1/23/2014	1/23/2015	Per Claim/ Annual Aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. RE: Compressed Natural Gas (CNG) Facility - Upgrades and Expansion.

CERTIFICATE HOLDER City of Santa Fe Attn: Mary MacDonald 200 Lincoln Ave. Santa Fe NM 87501	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 <i>Joe A Bryant</i>





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2014

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

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

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: Judy Hays PHONE (A/C No, Ext): 972-770-1638 E-MAIL ADDRESS: judy_hays@mhbt.com	FAX (A/C No): 972-376-8194
	INSURER(S) AFFORDING COVERAGE	
INSURED HUITTZOL Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	INSURER A: Twin City Fire Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1294124927 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		46UUNLJ3272	8/1/2014	8/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		46UENPB0920	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		46XHURJ8271	8/1/2014	8/1/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	46WEZU9569	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Additional Insured and Primary & Non-Contributory language is in form #HQ001 edition 06/05 of the General Liability policy.
Additional Insured and Primary & Non-Contributory language is in form HA9916 edition 03/12 of the Auto Liability policy.

General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER City of Santa Fe Attn: Mary MacDonald 200 Lincoln Avenue Santa Fe NM 87501	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
--	--

AGENCY CUSTOMER ID: HUITTZOL

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY MHBT Inc.		NAMED INSURED Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

30 Day NOC to certificate holders except for 10 Day NOC for Non Payment.

RE: Compressed Natural Gas (CNG) Facility – Upgrades and Expansion