



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 03/26/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 03/17/14**

**ISSUE:**

11. Request for Approval of Amendment No. 4 to Agreement between Owner and Architect – Mary Esther Gonzales Senior Center (MEG); Ellis/Browning Architects, LTD. (LeAnn Valdez)

**FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM**

Requested approval of amendment no. 4 to agreement between owner and architect for Mary Esther Gonzales Senior Center (MEG) with Ellis/Browning Architects, LTD in the amount of \$15,930 plus gross receipts tax for a total amount of \$84,144.53. Budget is available in project fund.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCIssue

# City of Santa Fe, New Mexico

# memo

DATE: March 6, 2014

TO: Finance Committee

VIA: Marcos Tapia, Finance Department Director 

  
Isaac J. Pino, P.E., Public Works Department Director  
David Pfeifer, Facilities Division Director 

FROM: LeAnn Valdez, Project Administrator 

**ITEM AND ISSUE:**

**CIP #682 – MARY ESTER GONZALES SENIOR CENTER (MEG)-  
REQUEST FOR APPROVAL OF AMENDMENT NO. 4 – ELLIS/BROWNING, LTD.  
ARCHITECTS IN THE AMOUNT OF \$15,930 PLUS \$1,304.27 (NMGRT) FOR A  
TOTAL OF \$17,234.27.**

**BACKGROUND & SUMMARY:**

On January 23, 2012 the City Manager approved an Agreement Between Owner and Architect (ABOA no. 12-0071) with Ellis/Browning Architects Ltd. for design services of a new warehouse at the MEG Senior Center in the amount of \$28,918.52 inclusive of nmgrt and \$3,500 reimbursable costs.

Amendment No. 1 was approved by City Manager on March 12, 2012 to add engineering design consultant services for an automatic fire sprinkler system in the amount of \$4,998.26 inclusive of nmgrt.

Amendment No. 2 was approved by the City Manager on May 21, 2012 to add mechanical and electrical engineering design consultant services for additional HVAC system and equipment in the amount of \$8,843.48 inclusive of nmgrt.

Amendment No. 3 was approved by City Mayor on October 1, 2013 to add parking lot resurfacing, striping, lighting, parking lot expansion and landscaping in the amount of \$24,150.00 inclusive of nmgrt.

Amendment No. 4 directs the architect to add design services and construction oversight for a computer lab at MEG Senior Center in the amount of \$17,234.27 inclusive of nmgrt.

The Facilities Division is recommending approval of Amendment No. 4 for additional design services needed to complete the project.

Memo-Public Works  
Amendment #4 – MEG Senior Center  
Ellis/Browning Architects  
2/28/14  
Page 2

**SCHEDULE:**

Upon approval of Amendment No. 4, a purchase order will be issued and construction bidding documents will be provided by Ellis/Browning Architects.

**SCOPE OF WORK:**

MEG Senior Center is located at 1121 Alto Street.

The Scope of Work includes but limited to:

1. Providing additional design and engineering services needed for the construction of a new computer lab.

**BUDGET:**

Funding is available in Senior Citizen Cntr Renovations – Business Unit No. 32717.572960.

**RECOMMENDED ACTION:**

Approval of Amendment #4 – Ellis/Browning Architects, in the amount of \$17,234.27 inclusive of NMGRT.

Attachment: Original ABOA  
Amendments #1-4  
Contract Summary  
Certificate of Insurance

Xc:Project/Book File

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE AGREEMENT BETWEEN OWNER AND ARCHITECT, dated January 23, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Ellis/Browning Architects, Ltd. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

- A. Under the terms of the Agreement, Contractor shall provide design services to the City.
- B. Pursuant to Article 2.8 and Article 11.28 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1.8.1 of the Agreement is amended to add design services and construction oversight for a computer lab at the Mary Esther Gonzales Senior Center.

2. BASIS OF COMPENSATION

Article 13, section 13.4.3 of the Agreement the City shall pay the Contractor in full payment for additional services, a sum not to exceed fifteen thousand nine hundred thirty dollars and zero cents (\$15,930.00) plus one thousand three hundred and four dollars and twenty seven cents (\$1,304.27) gross receipt tax for a total additional service amount of seventeen thousand two hundred thirty four dollars and twenty seven cents (\$17,234.27). The total from Amendment #1,2,3 and 4 is \$50,227.75 and that it was added to 13.2.1 for a new total compensation of \$84,144.53.

“13.2.1 On the basis of a Fixed Fee of seventy seven thousand seven hundred seventy six dollars and fifty seven cents (\$77,776.57) plus six thousand three hundred sixty seven dollars and ninety six cents (\$6,367.96) gross receipt tax, for a total compensation amount of eighty four thousand one hundred and forty four dollars and fifty three cents (\$84,144.53)”.

“13.2.2 Total Compensation.....\$84,144.53”

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1, No. 2 and No. 3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Agreement Between Owner and Architect as of the date set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:  
Ellis/Browning Architects, Ltd.

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

*Judith Arnesen for*  
2/27/14

NM Seal and Certificate  
No. 1399

NM Taxation & Revenue  
CRS # 02-281180-000

APPROVED:

\_\_\_\_\_  
FINANCE DEPARTMENT DIRECTOR

City of Santa Fe Business  
Registration # 13-28521

32717.572960



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

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

- |                          |                          |                             |                          |
|--------------------------|--------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor Ellis/Browning Architects

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: #12-0071

Termination Date: Open

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: January 23, 2011

Contract is for: Design Services MEG Warehouse

Amendment # four to the Original Contract# 12-0071

Increase Amount \$ 17,234.27

Extend Termination Date to: N/A

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Amendment is for: Additional design services and construction oversight for computer lab

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

Amount \$ 28,918.52 of original Contract# 12-0071 Termination Date: N/A

Reason: Design services for MEG warehouse

Amount \$ 4,998.26 amendment # one Termination Date: N/A

Reason: Engineering for fire suppression system

Amount \$ 8,843.48 amendment # two Termination Date: N/A

Reason: Mechanical/Electrical Engineering for new HVAC system

Amount \$ 24,150.00 amendment # three Termination Date: N/A

Reason: Additional Design Services for parking lot and landscape

Amount \$ 17,234.27 amendment # four Termination Date: N/A

Reason: Additional Design Services and construction oversight for computer lab



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

Total of Original Contract plus all amendments: \$ 84,144.53

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

RFP  RFQ  Sole Source  Other

6 **Procurement History:** First year of open agreement  
example: (First year of 4 year contract)

7 **Funding Source:** MEG Senior Center - new warehouse/computer lab **BU/Line Item:** 32717.57296

8 **Any out-of-the ordinary or unusual issues or concerns:**  
No  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** LeAnn Valdez *LAV* Phone # 955-5938

**Division Contract Administrator:** David Pfeifer *David Pfeifer*

**Division Director:** David Pfeifer

**Department Director:** Isaac J. Pino

10 **Certificate of Insurance attached.** (if original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Negotiated with Architect scope of work and fees

12 **Prior year's contract amount?:** none

13 **Describe service impact from an ongoing commitment to the contractor:** required design services and licenses

14 **Why staff cannot perform the work?:** required licenses

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** City Council



# CERTIFICATE OF LIABILITY INSURANCE

ELLIS-1 OP ID: EH

DATE (MM/DD/YYYY)  
11/25/2013

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).

<b>PRODUCER</b> Professional Liability Insurers, Inc. 6101 Moon St. NE, Suite 1000 Albuquerque, NM 87111 Bob Dean		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Ellis/Browning Architects Ltd Joe Browning 921 Paseo del Sur Santa Fe, NM 87501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers P&C of America <b>INSURER B:</b> XL Specialty Insurance <b>NAIC #</b> 37885 <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____	

**COVERAGES** **CERTIFICATE NUMBER:** \_\_\_\_\_ **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6805417L419	10/15/2013	10/15/2014	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 - COM/PO/ AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6805417L419	10/15/2013	10/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	UB0809T650	10/15/2013	10/15/2014	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab			DPS9710145	12/01/2013	12/01/2014	Ea Claim 1,000,000 Aggregate 1,000,000

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

**CERTIFICATE HOLDER**

City of Santa Fe  
 PO Box 909  
 Santa Fe, NM 87505

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Robert Mearns*

CITY OF SANTA FE  
AMENDMENT No. 3 TO  
AGREEMENT BETWEEN OWNER AND ARCHITECT

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE AGREEMENT BETWEEN OWNER AND ARCHITECT, dated January 23, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Ellis/Browning Architects, Ltd. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

- A. Under the terms of the Agreement, Contractor shall provide design services to the City.
- B. Pursuant to Article 2.8 and Article 11.28 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1.8.1 of the Agreement is amended to add parking lot re-surfacing, stripping, lighting, parking lot expansion and landscaping.

2. BASIS OF COMPENSATION

A. Article 13, section 13.2.1 of the Agreement is amended to add the amount of \$24,150.00 for new section 13.4.3, to increase the total amount of compensation.

B. New Section 13.2.1 and 13.2.2 read as follows:

"13.2.1 On the basis of a Fixed Fee of sixty-six thousand nine hundred ten dollars and twenty-six cents (\$66,910.26), inclusive of gross receipts taxes."

"13.2.2 Total Compensation.....\$66,910.26"

C. Article 13, new section 13.4.3 of the Agreement is added to increase the amount of compensation by a total of twenty four thousand one hundred fifty dollars and zero cents (\$24,150.00) inclusive of gross receipts tax and reimbursable expenses so the Article 13, section 13.4.3 reads in its entirety as follows.

**"13.4.3 COMPENSATION FOR ADDITIONAL SERVICES.**

The City shall pay the Contractor in full payment for additional services, a sum not to exceed twenty-four thousand one hundred fifty dollars and zero cents (\$24,150) inclusive of gross receipt tax, in total for the term of this Agreement."

3. AGREEMENT IN FULL FORCE.

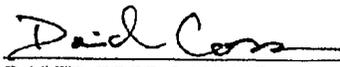
Except as specifically provided in Amendment No. 1 and No. 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Agreement Between Owner and Architect as of the date set forth below.

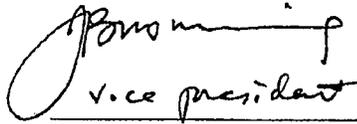
CITY OF SANTA FE:

CONTRACTOR:

Ellis/Browning Architects, Ltd.



DAVID COSS, MAYOR

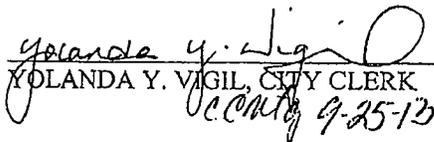


NAME & TITLE

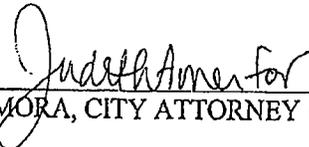
Date: 10-1-13

NM Taxation & Revenue  
CRS # 02-281180-000  
City of Santa Fe Business  
Registration # 13-28521

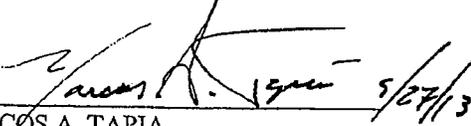
ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc. only 9-25-13

APPROVED AS TO FORM:

  
GENO ZAMORA, CITY ATTORNEY 9/6/13

APPROVED:

  
MARCOS A. TAPIA,  
FINANCE DEPARTMENT DIRECTOR 5/27/13

32717.572960



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

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

- |                          |                          |                             |                                     |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/>            |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
| GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input checked="" type="checkbox"/> |

2 Name of Contractor Ellis/Browning Architects

3 Complete information requested  Plus GRT

Original Contract Amount: #12-0071

Inclusive of GRT

Termination Date: Open

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: January 23, 2011

Contract is for: Design Services MEG Warehouse

Amendment # three to the Original Contract# 12-0071

Increase Amount \$ 24,150.00

Extend Termination Date to: N/A

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Amendment is for: Additional design services for parking lot and landscape

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

Inclusive of GRT

Amount \$ 32,418.52 of original Contract# 12-0071 Termination Date: N/A

Reason: Design services for MEG warehouse

Amount \$ 4,998.26 amendment # one Termination Date: N/A

Reason: Engineering for fire suppression system

Amount \$ 3,845.22 amendment # two Termination Date: N/A

Reason: Mechanical/Electrical Engineering for new HVAC system

Amount \$ 24,150.00 amendment # three Termination Date: N/A

Reason: Additional Design Services for parking lot and landscape

Total of Original Contract plus all amendments: \$ 65,412.00



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

- 5 Procurement Method of Original Contract: (complete one of the lines)  
 RFP  RFQ  Sole Source  Other
- 6 Procurement History: First year of open agreement  
 example: (First year of 4 year contract)
- 7 Funding Source: Senior Center Renovations BU/Line Item: 32717.57296
- 8 Any out-of-the ordinary or unusual issues or concerns:  
No  
 (Memo may be attached to explain detail.)
- 9 Staff Contact who completed this form: Chip Lllenthal Phone # 955-5938  
 Division Director: David Pfeifer  
 Department Director: Isaac J. Pino
- 10 Certificate of Insurance attached. (if original Contract)
- 11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Negotiated with Architect scope f work and fees
- 12 Prior year's contract amount?: none
- 13 Describe service impact from an ongoing commitment to the contractor: required design services and licenses
- 14 Why staff cannot perform the work?: required licenses
- 15 If extending contract, why?: N/A
- 16 Was a Santa Fe company awarded contract? If not, why?: Yes
- 17 Has the contract has been approved as to form by City Attorney's Office?: Yes
- 18 Is this for City Manager or Council approval?: City Council

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE AGREEMENT BETWEEN OWNER AND ARCHITECT, dated January 23, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Ellis/Browning Architects, Ltd. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor shall provide design services to the City.

B. Pursuant to Article 2.8 and Article 11.28 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1.8.1 of the Agreement is amended to add Mechanical and Electrical Engineering Design Consultant Services for additional HVAC system and equipment.

2. BASIS OF COMPENSATION

Article 13, section 13.2.1 of the Agreement is amended to add the amount of \$8,843.48 for a new section 13.4.3, to increase the total amount of compensation .

13.2.1 On the basis of a Fixed Fee of forty-one thousand two hundred sixty-two dollars (41,262.00), inclusive of gross receipts taxes.

Article 13, new section 13.4.3 of the Agreement is added to increase the amount of compensation by a total of three thousand eight hundred forty five dollars and twenty two cents (\$3,845.22) inclusive of gross receipts tax so the Article 13, section 13.4.3 reads in its entirety as

follows:

**13.4.3 COMPENSATION FOR ADDITIONAL SERVICES ENGINEERING DESIGN CONSULTING SERVICES.**

The City shall pay the Contractor in full payment for additional services, a sum not to exceed eight thousand eight hundred forty-three dollars and forty-eight cents (\$8,843.48) inclusive of gross receipt tax, in total for the term of this Agreement.

**3. AGREEMENT IN FULL FORCE.**

Except as specifically provided in Amendment No. 1 and No. 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Agreement Between Owner and Architect as of the date set forth below.

CITY OF SANTA FE:

Robert Romero  
ROBERT P. ROMERO, CITY MANAGER

Date: 5-21-12

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amentor  
GENO ZAMORA, CITY ATTORNEY  
5/9/12

CONTRACTOR:

Ellis/Browning Architects, Ltd.

By: [Signature]

NM Seal and Certificate  
No. 1399

NM Taxation & Revenue  
CRS # 02-281180-000

City of Santa Fe Business  
Registration # 12-28521

APPROVED:

Melville L. Morgan  
DR. MELVILLE L. MORGAN, FINANCE DIRECTOR  
32717.572960  
5/21/12

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT BETWEEN OWNER AND ARCHITECT, dated January 23, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Ellis/Browning Architects, Ltd. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

- A. Under the terms of the Agreement, Contractor shall provide design services to the City.
- B. Pursuant to Article 2.8 and Article 11.28 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1.8.1 of the Agreement is amended to add Engineering Design Consultant Services for an automatic fire sprinkler system.

2. BASIS OF COMPENSATION

Article 13, section 13.4.3 of the Agreement is added to increase the amount of compensation by a total of four thousand six hundred twenty dollars (\$4,620) plus three hundred seventy eight dollars and twenty six cents (\$378.26) for gross receipts tax so that Article 13, section 13.4 reads in its entirety as follows:

**13.4.3 COMPENSATION FOR ADDITIONAL ENGINEERING DESIGN CONSULTANT SERVICES.**

The City shall pay the Contractor in full payment for additional services, a sum not

to exceed four thousand nine hundred ninety eight dollars and twenty six cents (\$4,998.26) inclusive of gross receipt tax, in total for the term of this Agreement.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement Between Owner and Architect as of the date set forth below.

CITY OF SANTA FE:

Robert Romero  
ROBERT P. ROMERO, CITY MANAGER

Date: 3.12.12

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
*YV*

CONTRACTOR:  
Ellis/Browning Architects, Ltd.

By: J.P. Manning

NM Seal and Certificate  
No. 1399

APPROVED AS TO FORM:

Geno Zamora  
GENO ZAMORA, CITY ATTORNEY  
3/5/12

NM Taxation & Revenue  
CRS # 02-281180-000

APPROVED:  
Melville L. Morgan 3/5/12  
DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

City of Santa Fe Business  
Registration # 12-28521

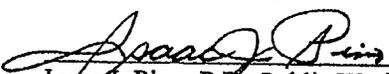
32717.572960  
BUSINESS UNIT No.

# City of Santa Fe, New Mexico

# memo

**DATE:** March 7, 2012

**TO:** Robert P. Romero, City Manager  
Dr. Melville L. Morgan, Finance Department Director

**VIA:**   
Isaac J. Pino, P.E., Public Works Department Director  
David J. Pfeifer, Facilities Division Director 

**FROM:** Chip Lilienthal, Facilities Division Project Administrator 

**ISSUE:**

CIP #682 - Mary Esther Gonzales (MEG) Senior Center - Warehouse

- Request for approval of Amendment No. 1 with Ellis/Browning Architects Ltd. in the amount of \$4,998.26 inclusive of gross receipt tax.

**SUMMARY:**

On January 23, 2012 the City Manager approved a Professional Services Agreement with Ellis/Browning Architects Ltd. to provide design services for a new warehouse at the MEG Senior Center in the amount of \$28,918.52.

Amendment No. 1 would provide additional design services for a required fire suppression system for the MEG Senior Center and the new warehouse, in the amount of \$4,998.26.

The Facilities Division is recommending approval of Amendment No. 1 for additional design services.

**SCHEDULE:**

Upon approval of Amendment No. 1 a Purchase Order will be issued.

**BUDGET:**

Funds are available in Senior Citizens Center Renovations - Business Unit #32717.572960.

**ACTION:**

- Please approve Amendment No. 1 with Ellis/Browning Architects Ltd. in the amount of \$4,998.26

Liability Insurance Certificate

CIP Project #682  
Mary Esther Gonzales Senior Center Warehouse



CERTIFICATE OF LIABILITY INSURANCE

ELLIS-1 OP ID: EH

DATE (mm/dd/yyyy)  
11/30/11

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 Professional Liability Insurers, Inc. 8101 Moon St. NE, Suite 1000 Albuquerque, NM 87111. Bob Dean	CONTACT NUMBER 822-8114 822-9341	CONTACT NAME PHONE FAX ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers P&C of America INSURER B: XL Specialty Insurance - INSURER C: INSURER D: INSURER E:	NAIC # 37885
INSURED Ellis/Browning Architects Ltd Joe Browning 821 Passo del Sur Santa Fe, NM 87501				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	ACQUISITION DATE / MOD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>		8806417L410	10/18/11	10/18/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Actual persons) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Emp Benf. \$ 1,000,000 OWNED SINGLE LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> TRUCK AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		8806417L410	10/18/11	10/18/12	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFIT-SHARING PARTICIPATING EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate by Initials) (If yes, describe on the DESCRIPTION OF OPERATIONS below)	Y/N N/A	UB8808T880	10/18/11	10/18/12	<input checked="" type="checkbox"/> WC STAT / 10% <input checked="" type="checkbox"/> TORT LIMITS / 10% EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYER \$ 100,000 EL DISEASE - POLICY LIMIT \$ 800,000
B	Professional Liab		DP88080423	12/01/11	12/01/12	Ea Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, All (New) Remarks Schedule, if more space is required)  
RE: Senior Center

CERTIFICATE HOLDER  City of Santa Fe PO Box 808 Santa Fe, NM 87505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Robert M. Dean Jr.
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ACORD 25 (2010/05)

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

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

- |                          |                          |                             |                          |
|--------------------------|--------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor Ellis/Browning Architects

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: #12-0071

Termination Date: Open

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: January 23, 2011

Contract is for: Design Services MEG Warehouse

Amendment # one to the Original Contract# 12-0071

Increase Amount \$ 4,998.26

Extend Termination Date to: N/A

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: Additional Engineering design services for fire sprinkler systems

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

Inclusive of GRT

Amount \$ 28,918.52 of original Contract# 12-0071 Termination Date: N/A

Reason: Design services for MEG warehouse

Amount \$ 4,998.26 amendment # one Termination Date: N/A

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 33,916.78



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

- 5 Procurement Method of Original Contract: (complete one of the lines)  
 RFP  RFQ  Sole Source  Other
- 6 Procurement History: First year of open agreement  
 example: (First year of 4 year contract)
- 7 Funding Source: Senior Center Renovations BU/Line Item: 32717.572960
- 8 Any out-of-the ordinary or unusual issues or concerns:  
No  
 (Memo may be attached to explain detail.)
- 9 Staff Contact who completed this form: Chip Lillenthal Phone # 955-5938  
 Division Contract Administrator: Chip Lillenthal  
 Division Director: David Pfeifer   
 Department Director: Isaac J. Pino
- 10 Certificate of Insurance attached. (if original Contract)
- 11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Negotiated with Architect for costs
- 12 Prior year's contract amount?: none
- 13 Describe service impact from an ongoing commitment to the contractor: required design services
- 14 Why staff cannot perform the work?: required licenses
- 15 If extending contract, why?: N/A
- 16 Was a Santa Fe company awarded contract? If not, why?: Yes
- 17 Has the contract has been approved as to form by City Attorney's Office?: Yes
- 18 Is this for City Manager or Council approval?: City Manager

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.

ITEM # 12-0071

AGREEMENT BETWEEN OWNER AND ARCHITECT

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION)

Project: \_\_\_\_\_  
CIP Project No.: \_\_\_\_\_

Distribution to:  
\_\_\_\_\_ OWNER  
\_\_\_\_\_ ARCHITECT  
\_\_\_\_\_ OTHER

This Agreement entered into this 23 day of January, 2012 by and between  
the "OWNER"; and

CITY OF SANTA FE  
PO BOX 909  
200 LINCOLN AVENUE  
SANTA FE, NEW MEXICO 87504-0909

the "ARCHITECT".

ELLIS/BROWNING ARCHITECTS, LTD  
921 PASEO DEL SUR  
SANTA FE, NEW MEXICO 87501  
  
Phone -- (505) 984-2344  
Facsimile -- (505) 982-6272

Whose New Mexico ARCHITECT'S Seal and Certificate number is No. 1399

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## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 23 day of January, 20 12 by and between the CITY OF SANTA FE (the "OWNER"), and Ellis/Browning Architects, Ltd, (the "ARCHITECT"). For convenience purposes the parties hereto are sometimes referred to as the "PARTIES".

### RECITALS

WHEREAS, the Governing Body of the City of Santa Fe has funded the Design of a warehouse for the Mary Esther Gonzales Senior Center.

A. The OWNER desires this contract for professional architectural services required for the design, identified as Capital Improvements Program (CIP) Project No. 682 (the "PROJECT"). The project will be administered and managed by the City of Santa Fe's Facilities Division. The OWNER, approved the allocation of Capital Improvements Program funds for CIP Project No. 682.

B. The Project ARCHITECT, with New Mexico License No. 1399 as an agent of the ARCHITECT, has expressed a willingness to perform the work as outlined in "Agreement Between OWNER and ARCHITECT".

C. The OWNER, by and through the Office of the City Manager, having duly approved the ARCHITECT to perform the work set forth below, desires to engage the ARCHITECT to render certain technical and professional services in connection with such undertakings of the OWNER.

NOW, THEREFORE, the PARTIES for mutual covenants and consideration hereto agree as set forth below:

### ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following definitions shall apply throughout the contract and to all attachments incorporated herein, unless otherwise specified.

- 1.1 **ARCHITECT:** The firm named in this Agreement which employs a legal resident registered ARCHITECT of New Mexico. In the instance of a firm, the term "ARCHITECT" shall include the Project ARCHITECT.
- 1.2 **CENTRAL PURCHASING OFFICE:** The Central Purchasing Office is the Purchasing Division of the City of Santa Fe.
- 1.3 **CODES:** All federal, state and local codes applicable to the Project.
- 1.4 **DIRECT SALARY:** The gross wages, which do not include costs of employer beyond the amounts of the paychecks.
- 1.5 **GOVERNING AUTHORITY:** The Governing Authority for the award and execution of the construction contracts is the City Council of the City of Santa Fe.
- 1.6 **MACC:** Maximum Allowable Construction Cost is the total sum available for construction purposes, including furnishings and equipment, and OWNER's contingency, but excluding professional fees, and acquisition costs, and other costs which are the responsibility of the OWNER as described in Article 5 of the Agreement.
- 1.7 **OWNER:** The City of Santa Fe, State of New Mexico, through its Governing Body, also referred to herein as "CITY".
- 1.8 **PROJECT:** The Project is the total design of which the Work performed under the Contract Documents may be the whole or a part. The project is further defined as follows

**1.8.1 SCOPE OF WORK:** The scope of this project includes without limitation the following:

The intent of the Owner and User is to prove construction of a new warehouse to include refrigerators, freezers and dry goods storage. Also, the construction of a loading dock to accommodate delivery trucks will be required. However the funding for the project may only provide for the building 'shell' and loading dock.

The new warehouse will be approximately 2,000 square feet. The design of the new warehouse will include a new site survey, civil engineering, structural engineering, electrical engineering, mechanical engineering, and plumbing.

The design of the exterior structure will be consistent with the neighboring facilities, but not necessarily exposed block. The interior equipment and special needs will be determined during the programming phase. Minor landscaping and lighting needs will also be considered during the programming phase. The Program Design Phase will determine to what extent the new building will include to meet the current MACC. At a minimum the interior will include walk-in refrigerators, walk-in freezers, dry goods storage with shelving, an office, and a loading dock.

**1.8.2. PUBLIC INVOLVEMENT:** The ARCHITECT shall coordinate and participate in three public meetings.

**1.9 PROJECT ARCHITECT:** The individual legal resident registered ARCHITECT in the State of New Mexico who shall sign and affix his New Mexico ARCHITECT'S seal to all plans, designs, drawings, specifications, and reports which involve the Project. The Project ARCHITECT shall be mutually agreed upon by OWNER and ARCHITECT at the time this Agreement is entered into by the parties and shall be named herein.

**1.10 REIMBURSABLE EXPENSES:** Expenses in addition to the basic services compensation which shall include actual expenditures made by ARCHITECT or his employees in the interest of the Project (while performing Architectural services pursuant to this contract) and limited to those items listed in Article 6 of this Agreement and authorized in writing by the OWNER.

**1.11 SITE:** The physical locations on which the Project is built, including all land acquired for the Project or associated with the Project, including all easements and right-of-ways.

**1.12 USER:** The City agency or agencies or designated entity for whose use the Project is being constructed. For purposes of this Agreement, the Users are: City of Santa Fe, Senior Services Division.

## ARTICLE 2 ARCHITECT'S SERVICES AND RESPONSIBILITIES

### **2.0 BASIC SERVICES**

**2.0.1 GENERAL:** The ARCHITECT'S basic services shall consist of the following: a) Programming Phase; b) Schematic Design Phase; c) Design Development Phase; d) Construction Document Phase; e) Bidding & Negotiation Phase; f) Construction and 11 Month Warranty Phase.. The services to be provided during each phase are listed below and shall include all consulting services required by the ARCHITECT to provide the service.

**2.0.2** The ARCHITECT shall request from the User's Representative the following:

A. Information sufficient for the ARCHITECT to develop design criteria including the User agency's goals, objectives, and needs, and the organizational chart of individuals and equipment that shall occupy the Project.

B. To the extent practicable and reasonable, the ARCHITECT shall incorporate the User's Representative's requests into the documents for construction; however, the ARCHITECT is responsible solely to the OWNER for: the types of material incorporated into the construction, the size of the facilities constructed and the design within the Maximum Allowable Construction Cost (MACC).

C. A list (by manufacturer and model number) of special equipment (other than 110 volt, 60 HZ, requiring less than 10 amps) that requires utility services, including telecommunication equipment such as data transmission and computer lines which shall be designated by the Management Information Systems Communications Division, City of Santa Fe (Telephone: (505) 955-5570).

2.0.3 FURNISHINGS & EQUIPMENT: The ARCHITECT shall provide as a basic service all required work for design, selection, and preparation of contract documents, and bidding for the procurement of furnishings, and related equipment.

2.0.4 SOILS AND STRUCTURAL ENGINEERING: The ARCHITECT shall, during the Design Development Phase, submit to the OWNER a statement of necessary soils and structural engineering services that will be required. The OWNER, upon approval, will secure and pay for such services.

2.0.5 STANDARD OF CARE: The ARCHITECT warrants that he and his employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform in connection with the services to be performed under this Agreement. These services shall be performed in accordance with the standards of the profession. The ARCHITECT further agrees that he will require his consultants, sub-consultants, joint ventures, and agents to warrant to the ARCHITECT that they possess the experience, knowledge and character necessary to qualify them individually for the particular duties that are performed in connection with the services to be performed for the ARCHITECT on the projects. This warranty shall further state that the services so entered shall be performed in accordance with the standards of the profession. Such warranty by consultants, sub-consultants, joint ventures, and agents shall not be construed as a diminution of Architect's liability and responsibilities to OWNER.

## 2.1 PROGRAMMING

2.1.1 The program shall establish goals, collect facts, identify concepts, and determine functional needs necessary to complete the Project within the OWNER's mandate. Based on the site selected and on data provided by the User's Representative and pursuant to adequate consultation with the User's Representative, the ARCHITECT shall prepare a document that adequately defines the scope of the Project.

2.1.2 The OWNER and the User's Representative(s) will work with the ARCHITECT to ensure that the information required by the OWNER is made available to the ARCHITECT. This information and other requests concerning organization of functions shall be provided in the form of written memoranda.

2.1.3 The OWNER shall schedule a meeting between the ARCHITECT and the User's representative to define the relationship between all parties. The ARCHITECT shall advise the OWNER, in writing, of any information he requires which has not been provided by the OWNER and/or the User's representative, or any conflicts between the established program requirements and the MACC.

2.1.4 The ARCHITECT shall obtain the approval of the OWNER and the User's Representative, in writing, of the Program Phase before commencing work on the Schematic Design Phase.

## 2.2 SCHEMATIC DESIGN PHASE

2.2.1 From the approved Program, the ARCHITECT shall prepare Schematic Design drawings and documents describing the general planning concepts, probable engineering systems, types of materials envisioned, a breakdown of the budget on current area, volume or other unit costs, and the approximate dimensions of the programmed areas. Coordination and meetings with the user department, contract agencies, utility companies, etc. are required.

2.2.2 The ARCHITECT shall brief the OWNER and the User's representative on the Schematic Design Drawings and Documents on the rationale for the selection of the major mechanical and electrical systems to be specified in the Contract Documents.

2.2.3 The ARCHITECT shall obtain the approval of the User's Representative(s) and the OWNER, in writing, of the Schematic Design Phase before commencing work on the Design Development Phase.

2.2.4 The ARCHITECT shall request site survey data in accordance with Paragraph 4.2.

2.2.5 The responsibility for bringing the Project within the MACC and compliance with construction directives remains with the Architect, as elaborated in subparagraph 5.2.2

### 2.3 DESIGN DEVELOPMENT PHASE

2.3.1 From the approved Schematic Design drawings and documents, the ARCHITECT 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 structural, and electrical systems, materials, and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, program modifications, the probable Project Schedule, equipment installed in the project, and a statement which identifies the need for any additional data, surveys, or tests. The ARCHITECT shall acquire the approval in writing, of the User's Representative and the OWNER of all documents associated with the Design Development Phase before commencing work on the Construction Document Phase. OWNER's approval shall not lessen Architect's obligations with respect to the Design Development Phase.

2.3.2 The ARCHITECT shall provide to the OWNER a set of rendered drawings, to include at a minimum, a plan view, appropriate sections and elevations. At least one aerial perspective of the project at the request of the OWNER. The ARCHITECT will also provide a scale model of the project at the request of the OWNER.

2.3.3 The ARCHITECT shall submit to the OWNER for review and written approval a refined statement of Probable Construction Cost at the completion of the Design Development Phase. **Should the ARCHITECT at any time conclude that the budget and the scope of the work to be accomplished are incompatible; the OWNER shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.**

### 2.4 CONSTRUCTION DOCUMENTS

2.4.1 From the approved Design Development Documents, the ARCHITECT shall prepare Bidding Documents setting forth in detail the requirements for the construction of the entire project, which shall at a minimum include bid forms; the Conditions of the Contract for Construction (general, supplementary, and other conditions of the contract). The ARCHITECT shall incorporate in the Bid Documents the provision for Information Available to Bidders as provided as part of Exhibit "F" and incorporated herein by reference. The ARCHITECT shall assist the OWNER in filing the required documents for the approval of governmental and other authorities having jurisdiction over the Project.

2.4.2 The Bidding Documents shall be based upon information contained in the Design Development Drawings and other documents previously approved by the OWNER. Upon completion of the Bidding Documents, the ARCHITECT shall brief the User's Representative (s) and the OWNER on the Bidding Documents, specifically addressing previously approved requirements contained in the Design Development Drawings and other documents. The ARCHITECT shall, at this briefing, furnish to the OWNER a detailed cost estimate.

2.4.3 The responsibility for bringing the Project within the Maximum Allowable Construction Cost (MACC) and compliance with construction directives remains with the ARCHITECT, as elaborated in Article 5. **Should the ARCHITECT at any time conclude that the budget and the scope of the work to be accomplished are incompatible; the OWNER shall be notified immediately in writing, with proposed recommendations to reconcile same.**

2.4.4 The ARCHITECT shall furnish Bidding Documents to the OWNER bearing the approval of: Facilities Division, Facilities Maintenance Division and the User Department, and any other required approvals.

2.4.5 The ARCHITECT shall provide a signature-approval block on the front sheet of the drawings and specifications for a) User Agency (ies), b) Facility Division (s), Mayor's Committee on Disabilities and any other required approvals.

2.4.6 Only materials and systems available at the time of this Agreement or reasonably believed to become available prior to the expiration of the Construction Contract shall be specified in the Contract Documents. The Contract Documents shall include a list of those items (or categories of items) for which shop drawings or submittals are required.

2.4.7 Any fees incurred in the preparation of the detailed cost estimate(s) provided by the ARCHITECT shall be paid by the ARCHITECT.

2.4.8 Project wage rate determination: the ARCHITECT shall request from the State of New Mexico Labor and Industrial Commission (Work Force Solutions) a minimum wage rate determination for the Project pursuant to Section 13-4-11, NMSA 1978. The ARCHITECT shall provide the Commission a description of the Project, an estimate of construction cost, an approximate bid opening date, and any other pertinent information required by the Labor and Industrial Commission. The ARCHITECT shall include the wage rate determination in the Bidding Documents.

## 2.5 BIDDING PHASE

2.5.1 The ARCHITECT, following the OWNER's approval of the Bidding Documents, shall assist the OWNER in obtaining bids and in awarding and preparing contracts of construction. The finalized invitation to Bid shall be forwarded to the OWNER by the ARCHITECT. The OWNER shall issue a purchase requisition authorizing the Purchasing Office to advertise for this Project.

2.5.2 The ARCHITECT shall provide a number of sets of Bidding Documents, total number of sets will be established by the OWNER and ARCHITECT. One set to the Purchasing Office, sets as required by reviewing agencies outside the City and sets as required to all Bidders requesting such documents for bidding purposes.

2.5.3 The ARCHITECT shall clarify and answer any questions about the Bidding Documents during the bidding process and shall issue Addenda as required to all Bidders, the Purchasing Office, the OWNER, and the Users(s).

## 2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Construction Phase will commence with the award of the Contract for Construction and continues until the 11-month inspection and report is submitted by ARCHITECT and approved by the OWNER.

2.6.2 The ARCHITECT shall provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the Architect's duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER's written consent.

2.6.3 The ARCHITECT shall be the representative of the OWNER during the Construction Phase, and shall advise and consult the OWNER. Instructions to the Contractor shall be forwarded only through the ARCHITECT. The ARCHITECT shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents and any amendments thereto.

2.6.4 The ARCHITECT shall submit to the OWNER, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contractor. The ARCHITECT shall make at least one visit per week to the site and visits for critical points of construction during the progress of the Work, for the purposes of notifying the OWNER on the progress and condition of the Work and to adequately represent the OWNER. Additionally, the ARCHITECT shall familiarize himself with the progress and quality of the Work and determine if the Work is proceeding substantially in accordance with the Contract Documents. On the basis of on-site observations, the ARCHITECT shall warn the OWNER of defects and deficiencies in the construction. Should the ARCHITECT determine that any portion of the

Work varies from the requirements of the Contract Documents, he shall immediately notify the Contractor and the OWNER of the nature of the Work required to correct such non-compliance. In addition, the ARCHITECT shall, 11 months after substantial completion, schedule a meeting with the OWNER and User to evaluate the project and its operations; inspect Architectural and Engineering systems, and endeavor to discover defects in materials, equipment and workmanship.

2.6.5 The ARCHITECT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents, except to the extent that any of the foregoing occurs as a result of Architect's negligent, willful or reckless act or failure to act.

2.6.6 The ARCHITECT shall determine, certify, and make recommendations to the OWNER for payment of the amounts owing to the Contractor subject to the OWNER's approval, based on observations at the Site and on evaluations of the Contractor's Applications for Payment. The ARCHITECT shall issue Certificates for Payment in such approved amounts as provided in the Contract Documents.

2.6.7 The issuance of a Certificate and recommendation for payment shall constitute representation by the ARCHITECT to the OWNER, based on the Architect's observations at the Site as provided in Subparagraph 2.6.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is substantially in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be representation that the ARCHITECT has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of Contract Sum.

2.6.8 The ARCHITECT shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the OWNER and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.6.9 Interpretations and decisions of the ARCHITECT shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form.

2.6.10 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the requirements of the Contract Documents

2.6.11 The ARCHITECT shall have authority to reject Work that does not conform to the Contract Documents. Where rejected Work is not promptly corrected, the ARCHITECT shall recommend to the OWNER that the Work shall stop. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the ARCHITECT will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

2.6.12 The ARCHITECT shall review the Contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents, and, for each submittal, the ARCHITECT shall designate, in writing, that the ARCHITECT (1) takes no exception to the submittal, (2) rejects the submittal, (3) requires corrections as noted by the ARCHITECT, (4) requires revision and re-submittal to the ARCHITECT, (5) requires the Contractor to submit the specified item, or, (6) approves as corrected in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is component.

2.6.13 All Change Orders, defined in the Conditions of the Contract for Construction, shall be prepared by the ARCHITECT. Such Change Orders shall not become effective or binding on the OWNER or Contractor until signed by the OWNER and others whose signatures are required therein. Attached as Exhibit G and incorporated into this Agreement by reference is a copy of the "Change Order Proposal" form. This form shall be initiated by the party requesting a change. Approval in writing by the OWNER of a completed Change Order modifies this contract to the extent indicated. No Work which could reasonably be expected to alter the contract price or materially alter the Project shall be undertaken until the OWNER has approved a completed Change Order which outlines the desired change. Any deviation from the above shall be considered a material breach of this Contract. **The OWNER reserves the right to seek remedy from the ARCHITECT for Change Orders made necessary due to the Architect's errors and omissions.**

2.6.14 Upon prior notice to the OWNER, the ARCHITECT shall conduct inspections to determine the Dates of Substantial Completion and Final Completion. The ARCHITECT shall receive and forward to the OWNER for the OWNER's review written warranties, as built drawings, and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

2.6.15 The extent of the duties, responsibilities, and limitation of authority of the ARCHITECT as the OWNER's representative during construction shall not be modified or extended without written consent of the OWNER and the ARCHITECT.

2.6.16 Should the ARCHITECT, his staff, or consultants direct the Contractor or his Subcontractors to undertake work for which additional compensation could reasonably be expected, and if such work is not: a) an emergency endangering life and property, b) required by the Contract Documents, or c) required by approved Change Orders (signed by the ARCHITECT, the OWNER, and the Contractor), payment for such work, if accomplished without written authorization, shall not be borne by the OWNER and shall constitute adequate grounds for dismissal or other actions against the ARCHITECT.

2.6.17 As part of the Architect's Basic Services, the ARCHITECT shall modify the original reproducible drawings and two sets of Project Manuals delineating recorded built conditions of the Projects or record documents compiled from the records of the Contractor and the ARCHITECT, showing all changes in the Work. This set of documents shall also include record documents, showing actual location of all Work.

2.6.18 The ARCHITECT shall at all time have access to the Work, whether it be in preparation or progress.

## 2.7 PROJECT REPRESENTATION BEYOND BASIC SERVICES

2.7.1 Architect's Project Representative: If the OWNER and the ARCHITECT agree that more extensive representation for inspection at the Site than that described in Subparagraph 2.6 is needed, the ARCHITECT shall, upon written authorization of the OWNER, provide one or more Project Representatives to assist the ARCHITECT in carrying out such responsibilities at the Site.

2.7.2 Subject to OWNER's approval, the Architect's Project Representative shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as mutually agreed between the OWNER and the ARCHITECT as set forth in an approved amendment to this Agreement which shall, in addition, describe the duties, responsibilities, and limitations of authority of such Project Representative(s).

2.7.3 Through the inspections of such project representative(s), the ARCHITECT shall provide further protection for the OWNER against defects and deficiencies in the Work to determine that the work is carried out in conformance with the plans and specifications; but the furnishing of such project representation shall not diminish the rights, responsibilities, or obligations of the ARCHITECT as described in this Agreement.

2.7.4 The OWNER reserves the right to designate an OWNER's Representative, in lieu of an Architect's Project Representative, to provide additional site representation outside of the Architect's services. If the OWNER elects to provide an OWNER's Representative in lieu of a Project Representative, this subsection shall not diminish the rights, responsibilities, or obligations of the ARCHITECT established in this Agreement. The OWNER's Representative's

duties and limits of authority shall be established so as not to conflict with those of the ARCHITECT. The ARCHITECT shall cooperate with the OWNER's Representative in the performance of his duties.

2.7.5 The OWNER reserves the right to employ an independent Cost Engineer to provide value and cost engineering services on the Project. If a Cost Engineer is retained, an amendment to this contract will be required identifying the duties and limits of authority of the Cost Engineer. The ARCHITECT shall cooperate with the Cost Engineer in the performance of the Cost Engineer's duties.

## 2.8 ADDITIONAL SERVICES

The following Services shall be provided when authorized in advance in writing by the OWNER, and they shall be paid for by the OWNER as provided in Paragraph 13.4. Attached as Exhibit \_\_\_\_ and incorporated into this Agreement by reference is a copy of the Architect's Additional Services Proposal Form.

2.8.1 Provide financial feasibility or other special studies.

2.8.2 Provide planning surveys, site evaluations, environmental impact studies, or comparative studies of productive sites other than those services required under basic services to provide a complete and operable facility.

2.8.3 Provide services relative to future facilities, systems, and equipment, which are not intended to be constructed during the Construction Phase.

2.8.4 Make revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control or not the responsibility of the ARCHITECT. This does not apply to revisions necessary for final approval of Schematic Design Studies and Statement of Project Scope, and Design Development Documents. The ARCHITECT shall receive written authorization from the OWNER before commencing work on any change or alteration to the Contract Documents.

2.8.5 Prepare drawings, specifications, and supporting data and provide other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not for Work which should have been provided pursuant to Basic Services and that such Change Orders are required because of causes not related to the actions or responsibilities of the ARCHITECT.

2.8.6 Make investigations, surveys, valuations, inventories, or detailed appraisals of existing facilities when such work is not covered by this Agreement.

2.8.7 Provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work.

## 2.9 TIME

2.9.1 The ARCHITECT shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ARCHITECT shall submit, for the OWNER's approval and as a part of this Contract, a schedule for the performance of the Architect's services and shall include allowances for periods of time required for the OWNER's review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the OWNER, shall not, except for reasonable cause, not within the control of ARCHITECT, be exceeded by the ARCHITECT (see Exhibit A, Time Schedule for Project Phases). Failure of the ARCHITECT to perform within this schedule except through authorized extensions thereto shall constitute a basis for termination and/or withholding of payment until schedule compliance is achieved by the ARCHITECT.

2.9.2 Time of Essence: All time limits stated in this Agreement are of the essence in the performance of this Agreement.

**ARTICLE 3**  
**THE USER REPRESENTATIVE**

- 3.1 The OWNER may designate one or more agencies of the City of Santa Fe or a designated entity as the User Representative, and such agency or agencies shall provide an individual representative or representatives to perform those functions required of the User agency.
- 3.2 The User Representative(s) and the OWNER shall provide the ARCHITECT with information required under Article 2 of this Agreement, as well as additional information required by ARCHITECT for the purpose of defining the Scope of the Project, and to assist the ARCHITECT and the OWNER in the development and completion of the Project.
- 3.3 The User Representative(s) shall meet with the ARCHITECT and/or the OWNER at times required by OWNER. The User Representative(s) shall respond to all inquiries submitted by the ARCHITECT and/or the OWNER within any time limits set forth in the inquiry.
- 3.4 Information submitted directly by the User Representative to the ARCHITECT is subject to subsequent approval by the OWNER.

**ARTICLE 4**  
**OWNER'S RESPONSIBILITIES**

- 4.1 The OWNER may designate, in writing, a representative authorized to act in its behalf; however, final approval of the Program documents, the Contract Documents, or any Change Order is retained by the OWNER. The OWNER shall examine documents submitted by the ARCHITECT and shall render decisions promptly, to avoid unreasonable delay in the progress of the Architect's services. The OWNER, through the User Representative, shall provide information regarding the OWNER's requirements for the Project in the development of program documents for the Project.
- 4.2 The OWNER shall furnish a legal description and a certified land survey of the Site, if available, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; right-of-ways, restrictions, easement, encroachments, zoning, deed restrictions, boundaries, and contours of the Site; locations, dimensions, and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

**ARTICLE 5**  
**MAXIMUM ALLOWABLE CONSTRUCTION COST**

- 5.1 **MAXIMUM ALLOWABLE CONSTRUCTION COST:** The Maximum Allowable Construction Cost (MACC) shall not exceed two hundred twenty thousand dollars (\$220,000.00), excluding taxes and contingencies, but inclusive of furnishings equipment and any applicable allowances as determined by the ARCHITECT and OWNER.
- 5.2 **RESPONSIBILITY FOR CONSTRUCTION COST**
- 5.2.1 Evaluation of the OWNER's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the ARCHITECT represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ARCHITECT does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over 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 Project budget proposed, established, or approved by the OWNER, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the ARCHITECT.
- 5.2.2 The MACC is established, as a condition of this Agreement, as a fixed limit of Construction Cost for Design and bidding purposes. The ARCHITECT shall be permitted to determine what materials, equipment, component

systems, and types of construction are to be included in the Bidding Documents to bring it within the MACC. With the written consent of the OWNER, the ARCHITECT may also include in the Bidding Documents either additive or deductive alternate bids to adjust the Construction Cost to the fixed limit.

5.2.3 If Bidding has not commenced within two months or if negotiations with potential Contractors have not commenced within two months after the ARCHITECT submits Bidding Documents to the OWNER, the Project Budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding Documents to the OWNER and the date on which proposals are sought.

5.2.4 The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the OWNER may (1) give written approval of an increase in the MACC; (2) authorize re-bidding the Project within a reasonable time; or (3) cooperate with ARCHITECT in revising the project scope and as required to reduce the Probable Construction Cost. If the OWNER elects to reduce the Probable Construction Cost, the OWNER shall cooperate with the ARCHITECT in revising the quality and scope of the Project, and the ARCHITECT, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction cost within the MACC and assist the OWNER throughout the bidding process (see Subparagraph 2.5). When the detailed cost estimate required by Subparagraphs 2.1.3, 2.2.4, 2.3.3 and 2.4.3 of this document or other evaluation prepared by the ARCHITECT indicate that the Project exceeds the MACC, the provisions outlined in this paragraph shall apply.

## ARTICLE 6 REIMBURSABLE EXPENSES

6.1 Reimbursable expenses are above and beyond basic services compensation and are the actual expenditures made by the ARCHITECT or his employees in the interest of the Project. Reimbursable expenses shall be limited to the following:

6.1.1 Expenses of transportation when traveling in connection with the Project has been included in the basic services compensation. Such expenses are limited to mileage and per diem rates as set forth in the Per Diem and Mileage Act, and such travel shall be authorized in advance by the OWNER.

6.1.2 Expense of fees paid for securing approvals of authorities having jurisdiction over the project. Fees for Construction Industries Division and/or Planning & Land Use Department approval will be paid directly by the OWNER after submittal of the documents by the ARCHITECT to the OWNER.

6.1.3 Expense of reproductions of drawings, specifications, and other documents as required by the OWNER to solicit bids and execute construction contracts, including reproductions as may be required for the OWNER's review or for the office use of the ARCHITECT and the ARCHITECT'S consultants, unless provided as part of the ARCHITECT'S basic compensation. The ARCHITECT shall charge Bidders a deposit fee equal to the full cost of reproduction, said fee to be completely refunded if documents are returned in useable condition within time limits specified in the Invitation to Bid. All forfeited fees shall be returned to the OWNER.

6.1.4 Applicable gross receipts taxes on reimbursable expenses or additional services received by the ARCHITECT under the provisions of this contract. The ARCHITECT shall use and require the use of tax exempt certificates by Consultants and Suppliers whenever allowed by law. In any event, the ARCHITECT shall not include taxes paid as a part of the base dollar amount upon which taxes are calculated. Payment pursuant to this provision does include payment for gross receipts taxes pursuant to Subparagraph 13.2.1.

6.2 No expenses for which the ARCHITECT is entitled reimbursement shall be incurred by the ARCHITECT until written approval is given by the OWNER unless specifically allowed under Article 13 of this Agreement.

**ARTICLE 7**  
**PAYMENTS TO THE ARCHITECT**

**7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

7.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 13.

7.1.2 When portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 13.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent of Probable Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

**7.2 PAYMENT FOR SERVICES AND COSTS**

7.2.1 The ARCHITECT shall submit monthly a fully completed request for payment for all services and costs on the form provided as Exhibit E to this Agreement.

7.2.2 The ARCHITECT shall submit, with his billings at the completion of the Project, certification that payment has been made to all consultants, suppliers, and others for materials and services required by this Agreement.

**7.3 PAYMENT WITHHELD**

7.3.1 No deductions or withholdings shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the ARCHITECT may be legally liable.

**7.4 PROJECT SUSPENSION OR TERMINATION--OTHER PARTIES**

7.4.1 In the event of termination or suspension of the Project due to the fault of parties other than the ARCHITECT, the ARCHITECT shall be compensated for services performed to termination date pursuant to Article 10.

**ARTICLE 8**  
**ARCHITECT'S ACCOUNTING RECORDS**

8.1 Records of expenses by the ARCHITECT and his consultants pertaining to all services under this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the OWNER or the OWNER's authorized representative. The OWNER shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the OWNER to recover excessive or illegal payments.

8.2 Records of expenses shall be kept by ARCHITECT and the ARCHITECT'S consultants and shall be available to the OWNER until all applicable Statutes of Limitations have run, and this provision shall survive and continue beyond the termination of other terms of this Agreement.

**ARTICLE 9**  
**OWNERSHIP AND USE OF DOCUMENTS**

9.1 Original construction document drawings, designs, specifications, notes, project manuals, and/or related documents and other work developed in the performance of this Agreement by the ARCHITECT shall become the sole property of the OWNER whether the Project for which they are made is constructed or not. These documents shall be

kept on file by the OWNER. The ARCHITECT may maintain a complete reproducible set of any and all record documents developed under this Agreement.

9.2 All documents, including drawings and specifications prepared by the ARCHITECT pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the OWNER on any other Project.

9.3 The original drawings may be marked by the OWNER or the ARCHITECT to designate the restrictions of use of these documents as set forth in Paragraph 9.2.

9.4 Copyright: No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the ARCHITECT.

## **ARTICLE 10** **TERMINATION OF AGREEMENT**

10.1 If either party should fail to fulfill in a timely and proper manner his obligations under this Contract, or if either party should violate any of the covenants, agreements, or stipulations of this Contract, such party, in addition to remedies available under the terms of this Agreement shall thereupon have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof at least seven days before the effective date of such termination.

The ARCHITECT shall be responsible for all consequential costs, which may arise out of failure to complete the services in accordance with the schedule, attached as Exhibit A.

10.2 The OWNER reserves the right, at any time, for any reason deemed appropriate or necessary by the OWNER, at its sole discretion, to terminate the contract for the convenience or requirements of the OWNER, upon seven calendar days notice in writing to the ARCHITECT.

10.3 In the event that the Project is abandoned by the OWNER, the OWNER may terminate this Contract at any time by giving at least seven calendar days written notice to the ARCHITECT.

10.4 In the event of termination, 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 Contract 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.

## **ARTICLE 11** **GENERAL AND SPECIAL PROVISIONS**

11.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

11.2 Unless expressly provided otherwise, terms in this Agreement shall have the same meaning as those in the Conditions of the Contract for Construction.

11.3 The ARCHITECT shall maintain comprehensive commercial general liability insurance in at least the maximum amounts which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. The ARCHITECT shall furnish the OWNER with a copy of a Certificate of Insurance or other evidence of ARCHITECT'S compliance with the provisions of this section as a condition prior to

performing services under this Agreement. It is the sole responsibility of the ARCHITECT to be in compliance with the law.

11.4 The ARCHITECT shall defend, indemnify and hold harmless the OWNER against any and all injury, loss or damage, including cost of defense, and including without limitation, court costs and attorney's fees, arising out of the acts, errors, or omissions of the ARCHITECT.

11.5 This Agreement shall not become effective until: (1) approved by the Governing Body of the City of Santa Fe; (2) signed by all parties required to sign this Agreement; (3) the Agreement must comply with all requirements of City of Santa Fe Procurement Regulations and requirements of the New Mexico Procurement Code and all applicable laws and regulations.

11.6 The ARCHITECT, and its agents and employees, are independent contractors performing professional and technical services for the OWNER and are not employees of the OWNER. The ARCHITECT, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of OWNER's vehicles or any other benefits afforded employees of the OWNER as a result of this Agreement.

11.7 The Architect's design shall be in compliance with all Federal, State, and local codes and laws related to the Work, including, without limitation, provisions of the Civil Rights Act of 1964 and Executive Order 11246, Title VI, Sections 3 and 109; the minimum handicapped accessibility as required by Section 60-13-44d, NMSA 1978; Section 306, New Mexico Uniform Building Code, which adopts ANSI A117.1, 1980; ADA, and parking requirements as required by City Ordinance. In all cases the more restrictive code or statute adopted by the Construction Industries Division of the Regulation and Licensing Department will govern.

11.8 The ARCHITECT shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written consent of the OWNER.

11.9 Whenever the ARCHITECT contracts for an additional Project representative to be on the Project or enters into a joint venture to share the duties and responsibilities of the ARCHITECT under this Agreement, all such Agreements require prior OWNER approval and must outline the duties and responsibilities of the ARCHITECT and his representative, or joint venturer, or consultant, and a copy of such approved Agreement shall be filed with OWNER. Such Agreements shall be amendments to this Agreement.

11.10 The ARCHITECT, upon final payment of the amounts due under this Agreement, releases the OWNER, its officers and employees, from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the ARCHITECT may have.

11.11 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the OWNER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the OWNER, this Agreement shall terminate upon written notice being given by the OWNER to the ARCHITECT. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ARCHITECT and shall be final.

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

11.13 The ARCHITECT warrants that the ARCHITECT currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The ARCHITECT further covenants that, in their performance of this Agreement, no person having any such interest shall be employed by the ARCHITECT. The ARCHITECT also agrees that neither the ARCHITECT nor anyone employed by him shall have an interest, direct or indirect, in any company hired for the Project as Contractor,

subcontractor, or supplier, except when the project is a design-build project and/or the OWNER provides inspections independent of the ARCHITECT.

11.14 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2 and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kick backs, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Section 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

11.15 The ARCHITECT shall obtain professional liability insurance and provide a certificate of coverage on the form designated herein as Exhibit B. The ARCHITECT shall furnish the OWNER with a copy of a Certificate of Insurance or other evidence of ARCHITECT'S compliance with the provisions of this section as a condition prior to performing services under this Agreement. Such insurance coverage shall be maintained in full force and effect at all times during the performance of Project services and for a period thereafter of not less than three years following Substantial Completion of the Work. Fees for such insurance shall be at the Architect's expense and of the following limits of liability:

Professional Liability Insurance, per occurrence of \$1,000,000.00, exclusive of cost of litigation and attorneys' fees, unless as otherwise provided in Article 14. Proof of compliance with this section shall be provided by ARCHITECT to OWNER in each year insurance is required.

11.16 No work requiring the approval of the OWNER shall be undertaken until the OWNER's written approval has been requested and obtained. Any deviation from this requirement shall be considered a material breach of this Agreement and grounds for termination.

11.17 In the event that the ARCHITECT subcontracts out any portion of his duties or responsibilities under this Agreement or if the ARCHITECT hires consultants to assist him with his duties or responsibilities under this Agreement, the ARCHITECT shall require that all terms of this Agreement applicable to the consultant, subcontractor, or joint venturer shall be incorporated into any contract or agreement entered into with such consultant, subcontractor, or joint venturer.

11.18 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 mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party.

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

ARCHITECT: Ellis/Browning Architects, Ltd  
921 Paseo del Sur  
Santa Fe, New Mexico 87501

11.19 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

11.20 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

- 11.21 Labor-Management Relations. During the entire term of this Agreement the ARCHITECT shall take good-faith steps necessary to further satisfactory labor-management relations to the end that the operations of the ARCHITECT and of the OWNER shall not be affected by strikes, picketing, boycotts, or other labor activities.
- 11.22 Counterparts. This document may be executed in counterparts, each of which shall be deemed an original.
- 11.23 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 11.24 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 11.25 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon their performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 11.26 Mergers, Dissolution, Successors, and Assigns. The ARCHITECT agrees that during the term hereof it will maintain its existing business structure and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferor business structure, as the case may be, (1) assumes, is capable of, and agrees in writing to perform all of the obligations of the ARCHITECT hereunder; (2) qualifies to do business in the State of New Mexico, including providing a legal resident registered ARCHITECT of New Mexico as Project ARCHITECT; and (3) the OWNER approves the firm or individual ARCHITECT, or new ARCHITECT, if any, who is to proceed. The terms and provisions hereof shall extend to and be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.
- 11.27 Contract Rights. The OWNER shall have sole discretion to determine whether the Project ARCHITECT or the firm named as ARCHITECT in this Agreement shall continue to have all contract rights under Agreement and continue to represent the OWNER under this Agreement in all instances where the Project ARCHITECT ceases to be associated with the firm named in this Agreement.
- 11.28 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 11.29 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 11.30 Words and Phrases. Words, phrases, and abbreviations, which have well known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 11.31 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

11.32 Exhibits and Attachments. Incorporation by Reference: All exhibits, attachments, riders, and addenda referred to in this Agreement, including, without limitation, the exhibits referred to in this Agreement, as well as those listed in the Paragraph below, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

11.33 The following exhibits are attached to and made a part of this Agreement:

- Exhibit A - Time Schedule for Project Phases
- Exhibit B - Architect's Errors and Omissions Insurance Certificate
- Exhibit C - List of Consultants and Consultants Agreements (not used)
- Exhibit D - Additional Services Proposal Form
- Exhibit D-1-Additional Services Approval Form
- Exhibit E - Architect's Pay Request Form
- Exhibit F - Information to Bidders
- Exhibit G - Change Order Proposal Form
- Exhibit G1- Change Order Form
- Exhibit H - Request For Correction Of Work Form
- Exhibit I - Certificate Of Substantial Completion Form
- Exhibit J - Certificate Of Final Completion Form

## ARTICLE 12 MAINTENANCE

12.1 Ease of maintenance and the ability to repair major items of installed equipment by replacement are essential to the Project. To ensure that these services can be adequately performed after the Project is accepted by the OWNER, the ARCHITECT shall:

12.1.1 In all relevant Contract Documents, design and provide for all required major installed equipment in the Project, including, without limitation, removal, access, maintenance, and storage space needs. In addition, all installed equipment systems shall be appropriately identified and labeled to describe the capacities, flows, and other pertinent information relative to its maintenance and safe operation.

12.1.2 Specify only equipment that can be readily maintained by the User or other qualified commercial repairman who are proximate to the location of the Project.

12.1.3 Provide Construction Documents that accurately depict the installation of all major items of installed equipment and which provide reasonable detail on all other major systems to be installed.

12.1.4 At the completion of the Schematic Design, Design Development, and Contract Documents Phases, brief the OWNER and the User Representative on the rationale for the selection of the major mechanical and electrical systems to be specified in the Contract Documents.

## ARTICLE 13 BASIS OF COMPENSATION

13.1 The OWNER shall compensate the ARCHITECT for all Services provided in accordance with Article 2, Architect's Services and Responsibilities; Article 7, Payments to the ARCHITECT; Article 14, Other Conditions or Services; and other Terms and Conditions of this Agreement, as follows:

13.2 COMPENSATION

13.2.1 FOR SERVICES, as described in Paragraphs 2.0 through 2.6, and any other services included in Article 14 as part of Services, compensation shall be computed as follows:

On the basis of a FIXED FEE of twenty six thousand seven hundred thirty dollars (\$26,730.00), plus all applicable gross receipts taxes @ 8.1875%, two thousand one hundred eighty eight dollars and fifty two cents (\$2,188.52), for total compensation of twenty eight thousand nine hundred eighteen dollars and fifty two cents (\$28,918.52).

13.2.2 Payments for Basic Services will be made monthly and/or in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Programming Phase.....	(10%)	\$ 2,892.00
Schematic Design Phase.....	(15%)	\$ 4,337.00
Design Development .....	(20%)	\$ 5,783.00
Construction Design/ Bid Documents.....	(35%)	\$10,122.00
Bidding and Negotiations.....	(3%)	\$ 868.00
Construction.....	(15%)	\$ 4,337.00
Acceptance of Project, Release of Liens, Approval by The OWNER of As-Built Drawings and Inspection and Report Eleven Months after Substantial Completion.....	(2%)	\$ 579.52
<b>TOTAL COMPENSATION .....</b>	<b>(100%)</b>	<b><u>\$28,918.52</u></b>

13.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 2.8, compensation shall be computed separately.

**13.4 COMPENSATION FOR ADDITIONAL SERVICES**

13.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 2.7, and any other services included in Article 13 as part of Additional Services, but excluding Additional Services of consultants, compensation shall be computed as follows:

Principal	\$ 120.00/hr
Technician	\$ 90.00/hr

13.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including, without limitation, the additional structural, mechanical, and electrical engineering services. The ARCHITECT shall provide the OWNER with hourly rates for his consultants and their employees detailed by professional levels within the firm and multiples of 1.2 times applied to Direct Personal Expenses, when approved by the OWNER, shall be the basis for compensation for the Additional Services of the Consultant.

13.5 FOR REIMBURSABLE EXPENSES, if allowed, as described in this Agreement, not to exceed three thousand five hundred dollars (\$3,500), including all applicable gross receipts taxes @ 8.1875%.

**ARTICLE 14  
OTHER CONDITIONS OR SERVICES**

14.1 Reimbursable expenses pursuant to Article 6 are included in Architect's Basic Services compensation. In addition to the sets required under Article 2.5.2 or 6.1.3 the Architect shall make sets available as required to all Prime Bidders requesting documents for bidding purposes. Prime Bidders shall be defined as general contractors, who will be

allowed no more than three sets; major sub-contractors, as listed in the sub-contractor listing form, or other major sub-contractors as may be appropriate to the work and major suppliers.

An additional number of documents shall be placed in plan rooms as well as in the office of the Architect for review by prospective bidders. The Architect shall also make sets available to other prospective parties as requested. The Architect may charge the cost of reproduction and handling to the party requesting the documents. In addition, the Architect shall be allowed to print up to 50% of all sets of documents made available at a reduced scale. The procedures by which this is to be administered shall be incorporated into the Invitation to Bid and Information to Bidders.

14.2 Professional liability limits required pursuant to Paragraph 11.14 shall be \$1,000,000.00. All other requirements remain as written.

14.3 Any drawings, plans and details developed shall be produced utilizing a computer-aided design (CAD) program compatible with Auto CAD 14. Diskette(s) or a CD containing all CAD documents shall be provided to/and shall become the property of the City of Santa Fe.

#### ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 The ARCHITECT hereby warrants that the ARCHITECT is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

#### ARTICLE 16 THIRD PARTY BENEFICIARIES

16.1 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the OWNER 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.

#### ARTICLE 17 APPROPRIATIONS

17.1 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Architect. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Architect and shall be final.

#### ARTICLE 18 NEW MEXICO TORT CLAIMS ACT

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

Robert Romero  
ROBERT P. ROMERO, CITY MANAGER

DATE: 1-23-12

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL  
CITY CLERK

ARCHITECT:  
ELLIS/BROWNING ARCHITECTS. Ltd.

BY: J. Browning

NM Seal and Certificate  
No. 1399

NM Taxation and Revenue CRS  
No. 02-281180-000

City of Santa Fe Business Registration  
No. 11-28521

APPROVED AS TO FORM:

Just Zamora for  
GENO ZAMORA, CITY ATTORNEY  
APPROVED: 1/11/12

M. Morgan 1/19/12  
Dr. MELVILLE L. MORGAN,  
Finance Department Director

32717.572960  
Business Unit/Line Item

# Liability Insurance Certificate

CIP Project #682  
Mary Esther Gonzales Senior Center Warehouse



## CERTIFICATE OF LIABILITY INSURANCE

ELLIS-1      OP 10: EH  
DATE (MM/DD/YYYY)  
11/30/11

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).

<b>PRODUCER</b> Professional Liability Insurers, Inc. 8101 Moon St. NE, Suite 1000 Albuquerque, NM 87111. Bob Dean	822-8114 822-0341	<b>CONTACT NAME:</b> <b>PHONE:</b> FAC. No. Ext:      FAX No. <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Travelers P&C of America INSURER B: XL Specialty Insurance      NAIC # 37885 INSURER C: INSURER D: INSURER E: INSURER F:
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<b>INSURED</b> Ellis/Browning Architects Ltd Joe Browning 921 Paseo del Sur Santa Fe, NM 87501	
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

TYPE	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF.	POLICY EXP.	LIMITS
CLASS		INSUR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		8805417L418	10/15/11	10/18/12	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 ADD \$ 2,000,000 EMP BODILY INJURY \$ 1,000,000 CORRUPTED SPOLEUMY (Ea occurrence) \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8800417L418	10/18/11	10/18/12	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB0808T680	10/15/11	10/16/12	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab		DPS8888423	12/01/11	12/01/12	Ea Claim \$ 1,000,000 Aggregate \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Santa Fe PO Box 808 Santa Fe, NM 87505	<b>CANCELLATION</b>  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>Robert McLean Jr.</i>
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ellis | browning architects, ltd.

# City of Santa Fe, New Mexico

# memo

**DATE:** January 17, 2012

**TO:** Robert P. Romero, City Manager

**VIA:** Dr. Melville L. Morgan, Finance Department Director *mlm*  
*Isaac J. Pino*  
Isaac J. Pino, P.E., Public Works Department Director  
David Pfeifer, Facilities Division Director *D*

**FROM:** Chip Lilienthal, Facilities Division Project Manager *CL*

**ISSUE:**

CIP #682 – Mary Esther Gonzales (MEG) Senior Center – New Warehouse

- Request for approval of Agreement between the City of Santa Fe (ABOA) and Ellis/Browning Architects, in the amount of \$28,918.52, inclusive of gross receipt tax, plus \$3,500 reimbursable printing fees.

**SUMMARY:**

On December 8, 2011, the Purchasing Officer received 3 proposals to provide architectural design services for MEG Warehouse project. The selection review committee met on December 14, 2011 and the results of the selection committee are:

Ellis/Browning Architects	3,415 points
Archiscape	2,950 points
Terraplen	2,985 points

On December 14, 2011 the Facilities Division negotiated with the selected architect on the fee submitted and approved the sum of \$28,918.52 plus \$3,500 reimbursable printing expenses inclusive of gross receipt tax.

The Facilities is recommending approval of the Agreement with Ellis/Browning Architects.

Memo – City Manager  
ABOA – Request for approval  
Design Services – MEG Warehouse  
1/17/12  
Page 2

**SCOPE OF WORK:**

The Scope of Work Includes providing full design services for the design of a 2000 square foot warehouse to provide additional cold and dry storage of food and supplies at the MEG Senior Center.

**SCHEDULE:**

Upon approval, a Notice to Proceed (NTP) will be issued. Based upon the design schedule provide by the architect the project is expected to be advertised for construction bidding in June 2012.

**BUDGET:**

Design funding is available in Senior Citizen Center - Business Unit No. 32717.572960.

**ACTION:**

- Please approve Agreement Between the City of Santa Fe (ABOA) and Ellis/Browning Architects, in the amount of \$28,918.52 inclusive of gross receipt tax, plus \$3,500.00 reimbursable printing fees.

Attachment: ABOA  
Contract Summary  
Certificate of Liability Insurance

xc: Ron Vialpando, Senior Services Director  
Project/Book File



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

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

- |                          |                                     |                             |                                     |
|--------------------------|-------------------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/>            | LICENSE AGREEMENT           | <input type="checkbox"/>            |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/>            | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
| GRANT AGREEMENTS         | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor Ellis/Browning Architects

3 Complete information requested  Plus GRT

Original Contract Amount: \$28,918.52

Inclusive of GRT

Termination Date: Open

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: Pending

Contract is for: Design Services - MEG Senior Center - Warehouse

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: Pending

Amendment is for:

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

Inclusive of GRT

Amount \$ 28,918.52 of original Contract# \_\_\_\_\_ Termination Date: Open

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_



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

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

5 Total of Original Contract plus all amendments: \$ 28,918.52

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

7 RFP  RFQ  Sole Source  Other

8 Procurement History: First year of open Agreement  
example: (First year of 4 year contract)

Funding Source: Senior Center Services BU/Line Item: # 3 2 7 1 7 . 5 7 2 9 6 0

9 Any out-of-the ordinary or unusual issues or concerns:  
none  
(Memo may be attached to explain detail.)

Staff Contact who completed this form: Chip Lilienthal Phone # 955 5938

Division Contract Administrator: Chip Lilienthal

10 Division Director: David J. Pfeifer

11 Department Director: Isaac J. Pina

Certificate of Insurance attached. (if original Contract)

12 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Negotiated with architect for final consultant services

13

14 Prior year's contract amount?: # \_\_\_\_\_

15 Describe service impact from an ongoing commitment to the contractor: Architectural design services

16 Why staff cannot perform the work?: required licenses

If extending contract, why?: N/A

17 Was a Santa Fe company awarded contract? If not, why?: Yes

18

Has the contract been approved as to form by City Attorney's Office?: Yes  
Is this for City Manager or Council approval?: City Manager