ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15
FOR CITY COUNCIL MEETING OF 10/14/15

ISSUE:

12. Request for Approval of Agreement Between Owner and Architect – Salvador Perez Park Parking Lot, Concession Building and Associated Work; John Barton Architects, LLC. (Jason Kluck)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE: 423046.572960.0114400

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

Approved with direction to staff.

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

4-13-15

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 28, 2015

ITEM 11

CIP PROJECT #408D – SALVADOR PEREZ PARK PARKING LOT, CONCESSION BUILDING AND ASSOCIATED WORK

a) REQUEST FOR APPROVAL OF A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH JOHN BARTON ARCHITECTS, LLC TOGETHER WITH THE ASSOCIATED AIA AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL IN THE AMOUNT OF $121,606 INCLUSIVE OF NMGRT AND REIMBURSABLE EXPENSES
b) REQUEST FOR APPROVAL OF BUDGET INDICATED **(JASON KLUCK)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent, items A and B

FUNDING SOURCE: 423046.572960.0114400

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	Excused		
COUNCILOR IVES	X		

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division

MEMO

DATE: September 28, 2015

TO: Public Works, CIP & Land Use Committee/ Finance Committee/ City Council

VIA: Oscar Rodriguez, Finance Department Director

Robert Carter, Parks & Recreation Department Director
Richard Thompson, Parks Division Director
David Pfeifer, Facilities Division Director

FROM: Jason M. Kluck, Facilities Division Project Administrator JMK

ISSUE: City of Santa Fe CIP #408D Salvador Perez Park Parking Lot, Concession Building and Associated Work:

Professional Design Services Agreement (Exhibit 1)

- Request award of design services scope to John Barton Architects, LLC together with the associated AIA Agreement between Owner and Design Professional $121,606.00 inclusive of NMGRT & Reimbursable Expenses.
- Request approval of budget indicated below.

SUMMARY:
Under the 2012 General Obligation Bond – Parks & Trails Implementation Plan, the amount of $514,379.00 is allocated to improve the east parking lot, upgrade concessions & restrooms, playground, irrigation and grass slope by the multi-use field in Santa Fe.

On June 24, 2015, the Purchasing Division accepted proposals from qualified design firms to provide the required professional design services including program analysis, site evaluation and planning, probable cost estimates, design and construction documents, bidding, permitting and construction administration related to this project.

On July 9, 2015, the proposal evaluation team recommended Interviews of the proponents.

On July 29, the proposal evaluation team recommended John Barton Architects, LLC as the successful proponent.

The City issued a Notice of Intent to award this project scope to John Barton Architects, LLC on August 4, 2015. Contract negotiations were finalized on August 14, 2015. The negotiated fee of $121,606.00 is inclusive of NMGRT including direct reimbursable expenses not to exceed $2,000.00.

BUDGET:
Funding will be available upon budget approval in JOB Salvador Perez Park/WIP Design: Business Unit #423046.572960.00114400 in the amount of $121,606.00.

SCHEDULE:
See the attached proposed work schedule under Exhibit 1.
Public Works Committee: 9/28/15
Finance Committee: 10/5/15
City Council: 10/14/15

REQUESTED ACTION:
Please approve the budget associated with this project and the design services scope of this project to John Barton Architects, LLC together with the associated AIA Agreement between Owner and Landscape Architect in the amount of $121,605.79.

ATTACHMENTS:
Professional Design Services Agreement with exhibits (Exhibit 1)

xc: Shirley Rodriguez, Purchasing Division
Project File

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Barton Architects, LLC

Procurement Title: CIP #408D – SALVADOR PEREZ PARK IMPROVEMENTS under 2012 G.O. Bond

Solicitation RFP/RFB#: RFP

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☐ *Other* ☐

Department Requesting/Staff Member Public Works/Facilities/Jason Kluck

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees. ,

SOLICITATION*

YES	N/A	
☒	☐	*Project Beginning History (council requests etc)*
☐	☒	*Budget Determination (FIR) attach*
☒	☐	Solicitation document (RFP, IFB),
☒	☐	Screen print of legal solicitation published in newspapers, web sites, etc.:
☐	☒	Screen print of addendum(s) published on the IPB/RFP:
☒	☐	Pre-Bid/Pre-Offer Conference attendance sheet and other documents
☐	☒	If canceled, screen print of cancellation of solicitation notice
☐	☒	Other:

EVALUATION*

YES	N/A	
☒	☐	Blank evaluation form
☒	☐	Evaluator's names and profiles
☒	☐	Evaluation procedures or evaluation instructions
☐	☒	Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award
☐	☒	Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost)
☐	☒	Screen print of Bidder/Offeror's detailed information
☐	☒	Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☒	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☒	☐	Individual evaluations included for each RFP.
☐	☒	Pricing evaluation
☒	☐	Final overall evaluation matrix or summary of evaluator scores

*

☐ ☒ Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☒	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Screen print of Contract Award Notice
☐	☒	Screen print of Award Notice published on agency website
☒	☐	Email or notification sent to all Bidders/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	Correspondence with Procurement Office regarding waiver
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes (PENDING)
☐	☒	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	**Sole Source determination form approved by Procurement Officer**
☐	☒	**Exempt determination memo approved by Procurement Officer**
☐	☒	Other: _____

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

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original bid(s) or proposal(s) with no redactions.
☐	☒	Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Jason M. Kluk PW PROJECT ADMN.

Department Rep Printed Name and Title

Jason M. Kluk

Department Rep Signature attesting that all information included

9/11/15

Purchasing Officer attesting that all information is reviewed

EXHIBIT
1

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2015

BETWEEN the Design Professional's client identified as the Owner:
City of Santa Fe
200 Lincoln Ave.
Santa Fe, New Mexico 87501

and the Design Professional:

John Barton Architects, LLC1925 Aspen Drive, #200BSanta Fe, NM 87505

for the following Project:

Salvador Perez Park 2012 G.O. Bond Improvements
Improve the east parking lot, upgrade concessions & restrooms, playground, irrigation and grass slope by the multi-use field in Santa Fe.

The Owner and Design Professional agree as follows.

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

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

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 DESIGN PROFESSIONAL'S RESPONSIBILITIES

3 SCOPE OF DESIGN PROFESSIONAL'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

(Paragraph deleted)
Exhibits TBDARTICLE 1 INITIAL INFORMATION

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

This agreement encompasses professional design services engaged to develop comprehensive plans for the Salvador Perez Park 2012 G.O. Bond Improvements. The terms of this agreement are established upon the Request for Proposals (RFP) '15/42/P and the John Barton Architects, LLC proposal dated June 24, 2015 (Proposal). The design services shall follow in accordance with these ancillary documents except as they are materially succeeded by the terms of this Agreement and Exhibits.

See Section 13.2 for listing of all contract documents related to this procurement

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

.1 Commencement of construction date:

The construction commencement date is yet to be determined.

.2 Substantial Completion date:

Not available; See 1.2.1 above.

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

ARTICLE 2 DESIGN PROFESSIONAL'S RESPONSIBILITIES

§ 2.1 The Design Professional shall provide the professional services as set forth in this Agreement and its Exhibits.

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

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

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

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

.1 General Liability

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

.2 Automobile Liability

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

.3 Workers' Compensation

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

.4 Professional Liability

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

ARTICLE 3 SCOPE OF DESIGN PROFESSIONAL'S BASIC SERVICES

§ 3.1 The Design Professional's Basic Services consist of those described in Article 3 and include usual and customary Architectural, Landscape Architectural, Civil, Structural, Mechanical, and Electrical Engineering services. The obligation to provide for and complete all required regulatory submittals for permits and approval tasks, field topographical survey(s) and, geotechnical investigations is included in Basic Services. Services not set forth in this Article 3,or in the Exhibits, are Additional Services.

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

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

§ 3.1.3 As a condition of this Agreement, the Design Professional shall submit for the Owner's approval a schedule for the performance of the Design Professional's services. This schedule shall be included as an Exhibit in this Agreement. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Design Professional or Owner. With the Owner's approval, the Design Professional shall adjust the schedule, if necessary, as the Project proceeds until the completion of the bid documents.

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

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

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

(Paragraph deleted)

§ 3.1.7 The Design Professional shall establish and periodically update the estimated construction cost, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the maximum allowable construction cost at any time after the Site Evaluation and Planning is complete, the Owner shall notify the Design Professional. The Owner and the Design Professional shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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§ 3.2 SITE EVALUATION AND PLANNING SERVICES

§ 3.2.1 The Design Professional shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Design Professional shall coordinate the services provided by the Design Professional and the Design Professional's consultants with those services provided by the Owner and the Owner's consultants.

§ 3.2.2 The Design Professional shall prepare, and periodically update, a schedule of Site Evaluation and Planning Services that identifies milestone dates for decisions required of the Owner, services furnished by the Design Professional and completion of documentation to be provided by the Design Professional. The Design Professional shall coordinate the Site Evaluation and Planning Services schedule with the Owner's Project schedule.

§ 3.2.3 The Design Professional shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Design Professional shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Planning Services.

§ 3.2.4 The Design Professional shall assist the Owner in connection with the Owner's responsibility, as applicable, for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project. These documents may include plats, re-plats, property subdivisions, waivers and variances, for zoning and other development guidelines.

§ 3.2.5 The Design Professional shall provide only the services specifically designated below as the Design Professional's responsibility. The Design Professional shall perform the designated services in accordance with a service description located in Section 3.3.6 or in an exhibit attached to this services document.

Services Description	Responsibility	Location of Service
§ 3.2.5.1 Program Analysis	Design Professional	Section 3.2.6
§ 3.2.5.2 Site Analysis and Selection	Design Professional	Section 3.2.6
§ 3.2.5.3 Site Context	Design Professional	Section 3.2.6
NOT USED		
NOT USED		
§ 3.2.5.4 Site Development Planning	Design Professional	Section 3.2.6
§ 3.2.5.5 Detailed Site Utilization Studies	Design Professional	Section 3.2.6
§ 3.2.5.6 Utility Studies	Design Professional	Section 3.2.6
§ 3.2.5.7 Environmental Studies	Design Professional	Section 3.2.6
§ 3.2.5.8 Geotechnical Studies	Design Professional	Section 3.2.6
§ 3.2.5.9 Design Guidelines	Landscape	Section 3.2.6
§ 3.2.5.10 Parking and Circulation Analysis	Design Professional	Section 3.2.6
NOT USED		
§ 3.2.5.11 Estimate of the Cost of the Work	Architect	Section 3.2.6
§ 3.2.5.12 Planning and Zoning Analysis	Design Professional	Section 3.2.6
§ 3.2.5.13 Meetings and Presentations	Design Professional	Section 3.2.6
§ 3.2.5.14 Other related services indicated in the Project RFP	Design Professional	Section 3.2.6

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(Paragraphs deleted)

§ 3.2.6 DESCRIPTIONS OF SERVICES: A brief description of each Site Evaluation and Planning Service is provided below.

(Paragraph deleted)

§ 3.2.6.1 **Program Analysis:** Analyze the Owner's site improvement and building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.

§ 3.2.6.2 **Site Analysis and Selection:** Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project.

§ 3.2.6.3 **Site Context:** Describe physical characteristics and context of immediate surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses.

§ 3.2.6.4 **Site Development Planning:** Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings and documents which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.

§ 3.2.6.5 **Detailed Site Utilization Studies:** Prepare a detailed site analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems. Analyze surface and subsurface conditions, the soils report, vegetation, slope of land, ecological requirements, deeds, zoning and other legal restrictions, landscape features and materials.

§ 3.2.6.6 **Utility Studies:** Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.

§ 3.2.6.7 **Environmental Studies:** Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. If required, attend public meetings and hearings.

§ 3.2.6.8 **Geotechnical Studies:** Furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 3.2.6.9 **Design Guidelines:** Prepare design guidelines to develop a set of standards for site improvements, including signage, lighting, landscaping, pedestrian amenities, banners, and other similar guidelines.

§ 3.2.6.10 **Parking and Circulation Analysis:** Determine parking requirements or recommended standards for the Project, including the number of parking spaces required by governing agencies and the Owner.

§ 3.2.6.11 **Estimate of the Cost of the Work:** Prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the Owner.

§ 3.2.6.12 **Planning and Zoning Analysis:** Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.

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§ 3.2.6.13 **Meetings and Presentations:** Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

§ 3.2.6.14 **Other related services indicated in the Project RFP:** All other related services indicated in the project RFP not included in the descriptions of services listed above.

§ 3.3 SCHEMATIC DESIGN PHASE SERVICES

§ 3.3.1 The Design Professional shall review the program and site evaluation and planning documents and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Design Professional's services.

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

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

§ 3.3.4 Based on the Project's requirements agreed upon with the Owner, the Design Professional shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Design Professional shall prepare comprehensive Schematic Design Documents with some detail for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Design Professional shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.3.5.2 The Design Professional shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.3.6 The Design Professional shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.7 The Design Professional shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.4 DESIGN AND PRELIMINARY CONSTRUCTION DEVELOPMENT PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Professional shall prepare 60% Design and Preliminary Construction Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical

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construction details, and diagrammatic layouts of site utilities and building systems to fix and describe the size and character of the Project as to , architectural, landscape architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 The Design Professional shall update the estimate of the Cost of the Work.

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

(Paragraphs deleted)

§ 3. 5 FINAL CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.5.1 Based on the Owner's approval of the 60% Design and Preliminary Construction Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Professional shall prepare 90% Final Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved 60% Design and Construction Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Design Professional acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Design Professional shall review in accordance with Section 3.6.4.

§ 3.5.2 The Design Professional shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

(Paragraphs deleted)

§ 3.5.3 During the development of the 100% Final Construction Documents, the Design Professional shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Design Professional shall also assist the Owner in compiling a project manual that includes the Conditions of the Contract for Construction and Specifications provided by the Design Professional and may include bidding requirements and sample forms.

(Paragraphs deleted)

§ 3.5.4 The Design Professional shall update the estimate for the Cost of the Work.

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

§ 3.6 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.6.1 GENERAL

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

(Paragraphs deleted)

§ 3.6.2 COMPETITIVE BIDDING

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

§ 3.6.2.2 The Design Professional shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of Draft addenda for finalization, approval and distribution by the Owner.

§ 3.6.2.3 The Design Professional shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare Draft addenda for finalization, approval and distribution by the Owner, identifying approved substitutions to all prospective bidders.

§ 3.7 CONSTRUCTION PHASE SERVICES

§ 3.7.1 GENERAL

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

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

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

§ 3.7.2 EVALUATIONS OF THE WORK

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

(Paragraph deleted)

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

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

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(Paragraph deleted)

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

(Paragraph deleted)

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

§ 3.7.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

(Paragraph deleted)

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

(Paragraph deleted)

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

§ 3.7.3.3 The Design Professional shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.7.4 SUBMITTALS

(Paragraph deleted)

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

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

(Paragraph deleted)

§ 3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Design Professional shall specify the appropriate performance and design criteria that such services must satisfy. The Design Professional

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shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Design Professional. The Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

(Paragraph deleted)
§ 3.7.5 CHANGES IN THE WORK
(Paragraphs deleted)
§ 3.7.5.1 The Design Professional may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Design Professional shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)
§ 3.7.5.2 The Design Professional shall maintain records relative to changes in the Work.

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

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

(Paragraph deleted)
§ 3.7.6.3 When the Work is found to be substantially complete, the Design Professional shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

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§ 3.8 EXPANDED DESCRIPTION OF SERVICES

§ 3.8.1 All other services related to this Article shall be undertaken in accordance with Exhibit D..

ARTICLE 4 ADDITIONAL SERVICES

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

Design Professional

Additional Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.2 Multiple preliminary designs (comprehensive schematic plans)	Design Professional	Section 4.2
§ 4.1.9 Architectural Interior Design (B252™–2007)	Design Professional	Section 4.2
(Row deleted)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Design Professional	Section 4.2

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

Multiple Preliminary Designs (Comprehensive Schematic Plans) in addition to those indicated in this Agreement and as indicated in Exhibit D.

Architectural Interior Design as approved in conjunction with the concession facility design.

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Furniture, Furnishings and Non-fixed Equipment Design and specification as approved in conjunction with the concession facility design.

§ 4.3 Additional Services may only be provided after execution of this Agreement, without invalidating the Agreement, by written amendment signed by the City and the Design Professional. Except for services required due to the fault of the Design Professional, any Additional Services provided in accordance with this Section shall entitle the Design Professional to compensation pursuant to Section 11.3 and an appropriate adjustment in the Design Professional's schedule.

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.2 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

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

.5 Preparation for, and attendance at, more than (3) public meetings or hearings;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Design Professional is party thereto;

(Paragraph deleted)

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.8 Assistance to the Initial Decision Maker, if other than the Design Professional.

§ 4.3.2 To avoid delay in the Construction Phase, the Design Professional shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Design Professional, and the Owner shall have no further obligation to compensate the Design Professional for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Design Professional;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Lanscape Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Design Professional shall provide Site Evaluation and Planning Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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.1 three (3) visits to the site by the Design Professional over the duration of the services

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.2 two (2) presentations of any portion of the Services as requested by the Owner
.3 three (3) meetings with any boards, committees or other required groups

§ 4.3.4 If the services covered by this Agreement have not been completed within (48) months of the date of this Agreement, through no fault of the Design Professional, extension of the Design Professional's services beyond that time shall be compensated as Additional Services and/or as negotiated with the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 5.2 The Owner shall provide to the Design Professional data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 5.4 The Owner shall provide to the Design Professional master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.

§ 5.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Design Professional to complete the Programming Services. The personnel shall conduct tours and explain the property's original, current and anticipated future use.

§ 5.6 The Owner shall make the Owner's personnel available to the Design Professional, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

§ 5.7 The Owner shall approve a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 5.8 The Owner shall provide the Design Professional with any available previous studies, data, reports, or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.

§ 5.9 The Owner shall provide access to the property, buildings, and personnel necessary for the Design Professional to complete the services. The Owner shall conduct tours and explain the property's original, current and anticipated future use.

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

§ 5.11 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

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

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

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

§ 5.14 The Owner may, at their discretion, furnish legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the project to meet the owner's needs and interests.

§ 5.15 The Owner shall provide prompt written notice to the Design Professional if the owner becomes aware of any fault or defect in the project, including errors, omissions or inconsistencies in the Design Professionals Instruments of Service.

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

§ 5.17 The Owner shall provide the Design Professional access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Design Professional access to the Work wherever it is in preparation or progress.

§ 5.18 Before executing the Contract for Construction, the Owner shall coordinate the Design Professional's duties and responsibilities set forth in the Contract for Construction with the Design Professional's services set forth in this Agreement. The Owner shall provide the Design Professional a copy of the executed agreement between Owner and Contractor, including the General Conditions of the Contract for Construction.

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

Design ProfessionalDesign Professional

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Design Professional. Any unauthorized

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Design Professional shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. Design Professional

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

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

§ 8.2 MEDIATION

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

§ 8.2.2 If the parties agree to mediate a dispute, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 The method of dispute resolution may be in accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

(Paragraph deleted)

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

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

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

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

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

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

§10.9 INDEMNIFICATION

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

§ 10.10 APPROPRIATIONS

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

§ 10.11 THIRD PARTY BENEFICIARIES

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

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

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

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

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

§ 10.13 CONFLICT OF INTEREST

The Design Professional warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Design Professional further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 10.14 ASSIGNMENT: SUBCONTRACTING

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

§ 10.15 RELEASE

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

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§ 10.16 INSURANCE

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

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

§ 10.17 RECORDS AND AUDIT

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

§ 10.18 APPLICABLE LAW: CHOICE OF LAW: VENUE

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

§ 10.19 AMENDMENT

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

§ 10.20 NON-DISCRIMINATION

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

§ 10.21 SEVERABILITY

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

10.22 NOTICES:

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

OWNER: City of Santa Fe

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PO Box 909
Santa Fe, New Mexico 87504-0909

OWNER'S REPRESENTATIVE: Public Works Department/Facilities Division: Jason M. Kluck or other authorized Project Administrator or Director
Siringo Administrative Complex
2651 Siringo Road, Building E
Santa Fe, New Mexico, 87505

DESIGN PROFESSIONAL (OWNER'S AGENT):
John Barton Architects, LLC
1925 Aspen Drive, #200 B
Santa Fe, NM 87505

10.23 NEW MEXICO TORT CLAIMS ACT:

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

ARTICLE 11 COMPENSATION

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

One hundred twenty one thousand, six hundred six dollars and zero cents ($121,606.00) inclusive of New Mexico Gross Receipts Tax (rate of 0.83125) for Site Evaluation and Planning & Construction documents and services as indicated in the terms of this agreement and in the Exhibits (See Article 13.2).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Design Professional as follows:
All fees listed below are not-to-exceed
Multiple preliminary designs 2.5% of Total Basic Compensation (each design)
Architectural Interior Design 10% of associated approved construction estimate
Furniture, Furnishings, and Non-fixed Equipment Design and specification 10% of associated approved construction estimate

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Design Professional as follows:
(Paragraph deleted)
not to exceed 10% of associated construction cost increase or 1% of Total Basic Compensation, if not construction related, with accompanying written justification and approval process.

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

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

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

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Site Evaluation & Planning	$18,920
Schematic Design Phase	$25,179
Design Development Phase	$10,000
Construction Documents Phase	$19,157
Bidding or Negotiation Phase	$3,000
Construction Phase	$13,240
Total Basic Compensation (incl. GRT)	$89,496
Supplemental Services	
Environmental Study	$14,199
Land Survey	$6,800
Irrigation Evaluation	$2,500
Geo-technical Study	$4,300
GRT on Supplemental Service	$2,311
Reimbursable Exp.	$2,000
Total Supplemental Services	$32,110

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

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

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

.1 Mileage at $0.56 per mile for travel to and from in-state offices outside of Santa Fe County and to the project site from those offices.
.2 Printing, reproductions, plots, standard form documents;
.3 Public meeting recording and transcript;
.4 All taxes levied on reimbursable expenses;
.5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner.
.6 Renderings, models, mock ups, professional photography and presentation materials requested by the

(Paragraphs deleted)
Owner not included in the Basic Services

§ 11.8.2 For Reimbursable Expenses the compensation shall be the direct expenses incurred by the Design Professional and the Design Professional's consultants not to exceed Two thousand dollars ($2000.00).

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

If the Owner terminates the Design Professional for its convenience under Section 9.5, or the Design Professional terminates this Agreement under Section 9.3, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, surveys, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of services under this Agreement, whether complete or in progress, prepared by the Design Professional under this Agreement shall become the Owner's property, and the

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Design Professional shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including Reimbursable Expenses authorized by Owner which are then due.

§ 11.10 PAYMENTS TO THE DESIGN PROFESSIONAL

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

§ 11.10.2
(Paragraphs deleted)
The Owner shall not withhold amounts from the Design Professional's compensation to impose a penalty or liquidated damages or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Design Professional agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

(Paragraphs deleted)
ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Professional.

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

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Design Professional

.2 Exhibits and Ancillary Documents:

EXHIBIT A: CERTIFICATE OF LIABILTY INSURANCE AS SET FORTH UNDER ARTICLE 2

EXHIBIT B: LIST OF SUB-CONSULTANTS OF RECORD WITH CONTACT *INFORMATION*

EXHIBIT C: PROJECT SCHEDULE

EXHIBIT D: RFP SCOPE OF SERVICES & SPECIAL CONDITIONS

EXHIBIT E: WORK SCHEDULE

EXHIBIT F: FEE ANALYSIS @ 10% OF MACC

EXHIBIT G: DESIGN COST SUMMARY

City of Santa Fe Request For Proposals 15/42/P

John Barton Architects, LLC proposal dated June 24, 2015 in response to RFP 15/42/P

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

CITY OF SANTA FE:

_____
JAVIER M. GONZALES, MAYOR

DATE:_____

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ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DESIGN PROFESSIONAL:

BY: _____
JOHN BARTON ARCHITECTS, LLC

NM Taxation and Revenue CRS No.:02207936000

City of Santa Fe Business Registration No.: 15-0000-1288

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR
Business Unit/Line Item
(Table deleted)
423046.572960.0118400

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EXHIBIT A PAGE

BARTO-1 OP ID: EH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2015

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

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

PRODUCER	CONTACT NAME: Bob Dean
Professional Liability Insurers, Inc. 6101 Moon St. NE, Suite 1000 Albuquerque, NM 87111 Bob Dean	PHONE (A/C, No, Ext): 822-8114 FAX (A/C, No): 822-0341 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers P&C of America
INSURED John Barton Architects, LLC John Barton P O Box 32870 Santa Fe, NM 87594	INSURER B : XL Specialty Insurance — 37885
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6804E41694A	03/25/2015	03/25/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			DPS9719690	12/01/2014	12/01/2015	Ea Claim	1,000,000
							Aggregate	1,000,000

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

RFP '15/42/P CIP #409D, Salvador Perez Park Improvements

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Rd Bldg E
Santa Fe, NM 87504

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 McCamp Jr.

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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	☑	CONTRACT AGREEMENT	☐
MAINTENANCE AGREEMENT	☐	LICENSE AGREEMENT	☐
LEGAL SERVICES AGREEMENT	☐	MEMORANDUM OF UNDERSTANDING	☐
MEMORANDUM OF AGREEMENT	☐	JOINT POWERS AGREEMENTS	☐
GRANT AGREEMENTS	☐	CHANGE ORDERS	☐

2 Name of Contractor John Barton Architects, LLC

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $121,606.00

Termination Date: Four years from date of execution

☑ Approved by Council Date: (pending)

☐ or by City Manager Date: _____

Contract is for: City of Santa Fe CIP #408D Salvador Perez Park, Parking Lot, Concession Building and associated work un the 2012 G.O. Bond

Amendment # N/A to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ N/A of original Contract# _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP ☑ RFQ ☐ Sole Source ☐ Other ☐

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

7 **Funding Source:** JOB Salvaor Perez Park **BU/Line Item:** 423046.6729600.0114400

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Jason M. Kluck Phone # 955-5937

Division Contract Administrator: Richard Thompson

Division Director: Richard Thompson

Department Director: Robert Carter

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:** The RFP evaluation team considered cost as a variable in the selection process.

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** Requires licensed design professionals and support staff.

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

To be recorded by City Clerk:

Contract # _____

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

EXHIBIT "B"

D. STATEMENT OF QUALIFICATIONS

EXHIBIT B 2 PAGES

LEAD CONSULTANT AND MAJOR SUBCONSULTANT FIRM PROFILES

John Barton Architects, LLC

John Barton Architects is an award winning Santa Fe architecture firm that specializes in Public Facilities design for private and public clients across New Mexico. We are well organized and selective of our work and are able to devote focused, high level attention to all our projects. Our firm possesses strong expertise in Public Works projects and always keep the end users in mind, as we are part of the citizens that utilize the spaces and places we create in the public realm. We have worked with numerous civic entities, including the City of Santa Fe, school districts, educational groups and agencies to deliver exceptional projects on time and on budget.

As lead consultant and lead architect, we will devote the majority of our time toward managing a strong multi-disciplinary team to deliver exceptional results for the City of Santa Fe. We accomplish this goal through carefully considered master planning and efficient design for a new concession stand, storage, and restrooms.

surroundings

Surroundings Studio, LLC is a Santa Fe based, multidisciplinary design studio focused on transforming the built-environment through innovative, sustainable, and operationally smart landscape architecture, urban design and planning. Surroundings' principals in charge have over 60 years of combined experience in master planning, site development and landscape architecture.

Surroundings' principals have worked with the City of Santa Fe for decades, delivering successful civic projects to the City and its citizens. Their team worked on the Salvador Perez Park renovations in 2010 and bring a deep understanding of site issues and opportunities to the table. Their unique approach to water conservation strategies along the Santa Fe River was recognized in Smithsonian Magazine recently and they will look for similar opportunities at Salvador Perez park to manage drainage issues creatively. They also hold an exceptional track record in managing public input processes and achieving positive support from citizens and stakeholders; they will assist John Barton Architects in running three public meetings for this project.

WILSON
&COMPANY

For more than eight decades, clients have chosen Wilson & Company to help them move from concept to completion, unused spaces to productive places, under-utilized to efficient facilities, and rural and urban challenges to achievable solutions. We provide you with engineering, architecture, planning, environmental, survey & mapping, and construction management services. We help identify, select and implement secure, cost-effective solutions that drive our clients' business strategies. We go beyond traditional transactions, and offer an integrated, mutually beneficial approach for consulting service excellence.

Wilson has a long standing history with the City of Santa Fe and most recently worked with Surroundings on SWAN Park's first phase. Their expertise related to creative transportation solutions, drainage and utility analysis and recommendations, make them a perfect fit for the Salvador Park project scope.

D. STATEMENT OF QUALIFICATIONS

ASSOCIATIONS

We have assembled several other companies with the expertise required of the project for site surveying, geotechnical investigations, and environmental assessments. Team members have worked with all of these Santa Fe and Albuquerque based businesses for years and possess long-time, successful working relationships. (See section G. Resumes for further detail on our Associative consultants)

ENVIRONMENTAL ASSESSMENT

Marron and Associates, Inc. Albuquerque NM **Owner: Shelly Herbst** **Established 1994**

Marron and Associates is a woman-owned New Mexico consulting firm with expertise in providing environmental investigations, National Environmental Policy Act (NEPA) documentation, National Historic Preservation Act (NHPA) document office preparation, resource surveys, and agency coordination. Marron And Associates currently has 17 employees. Specialized staff include: biologists, ecologists, archaeologists, cultural resource specialists, historians, and GIS specialists. Marron has most recently worked with the City of Santa Fe as a team member for Surroundings on SWAN Park.

IRRIGATION DESIGN

Irrigation Services, LLC Albuquerque NM **Owner: Jeff Good** **Established 1998**

For over 17 years, Irrigation Services has been an integral part of many park and streetscape irrigation projects for municipalities throughout New Mexico, including the City of Santa Fe. Their approach to any irrigation project is water conservation, system maintainability and suitability to the site. They provide an efficient and cost effective approach, with the end user in mind. The results are technology based for efficiency and well planned to accommodate large municipality standards and methods of maintenance.

SURVEYING

High Desert Surveying, Santa Fe NM **Owner: Dean Shrader** **Established 1995**

High Desert Surveying (HDS) is an S Corporation lead by Dean L Shrader, Professional Surveyor as its President. High Desert Surveying has considerable and varied experience in all facets of Land Surveying and partially surveyed Salvador Perez Park in 2010. HDS also has considerable experience in *construction layout for commercial buildings, roads and utilities.*

Geotechnical INVESTIGATIONS

Geo-Test, Santa Fe and Albuquerque NM **Owner: Patrick Byres** **Established 1983**

Geo-Test, Inc. has provided consulting services in materials engineering and testing, and geotechnical engineering investigations, throughout New Mexico and the Southwest for thirty two years. Each office maintains a staff of 15 to 25 to handle its present work load. The professional staff consists of three registered professional engineers, an environmental scientist, and two engineering geologists.

STRUCTURAL ENGINEERING

Druc Engineering LLC. Santa Fe NM **Owner: William Druc** **Established 2003**

Druc Engineering has worked on a variety of projects including governmental, historic preservation, residential, healthcare, commercial, and educational. They have experience designing structural systems for steel structures; masonry buildings, including adobe and rammed earth. They have worked with John Barton Architects on multiple structures for the City of Santa Fe.

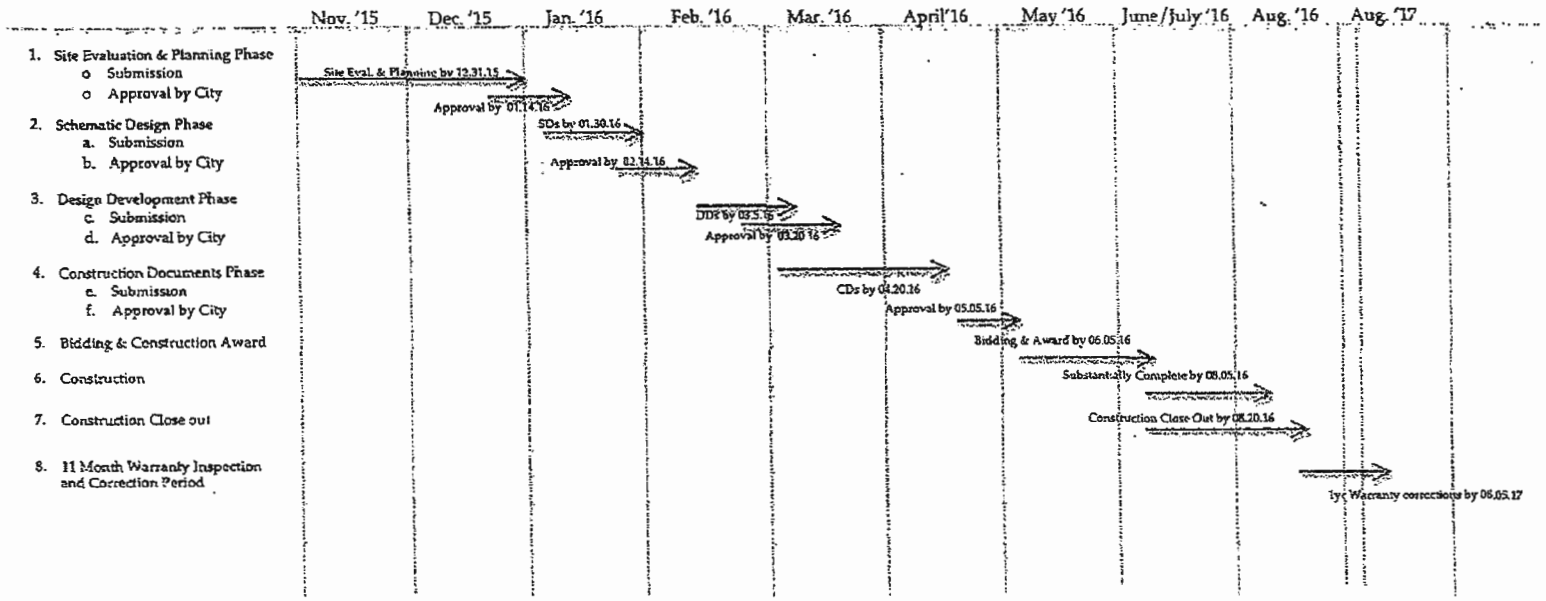
MEP ENGINEERING

M&E Engineers. Santa Fe NM **President: Karl Tipton** **Established 1981**

M&E Engineering, Inc. has been dedicated to the practice of quality mechanical, electrical and environmental consulting engineering in New Mexico since it was founded in 1981. M&E has worked with John Barton Architects on multiple structures for the City of Santa Fe.

ohn Barton Architects, LLC

Proposed Schedule for Design and Construction of the City of Santa Fe's Salvador Perez Park Master Planning & Renovations Project : Sept. 1, 2015



offices: 1925 Aspen Drive, Suite 200-B, Santa Fe, NM | mailing: PO Box 32870, Santa Fe, NM 87594 | p 505.474.8865 | jnjarbarton.com | www.jnbarton.com

architecture | consulting

EXHIBIT C
1 PAGE

EXHIBIT
D
20 PAGES

SPECIAL CONDITIONS

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

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

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

4. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

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

6. **INVOICING**
(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices, extended totals and any justification requested by authorized City Staff. Separate invoices shall be submitted for each and every complete order.

(B) **Invoices must be submitted to the Project Administrator with the Facilities Division** and *NOT* the City Purchasing Agent.

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

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

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

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

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

SCOPE OF SERVICES

A. BACKGROUND AND SUMMARY

1. Under the 2012 General Obligation Bond – Parks & Trails Implementation Plan, the amount of $514,379.00 is allocated to improve the east parking lot, upgrade concessions & restrooms, playground, irrigation and grass slope by the multi-use field in Santa Fe. See Exhibit 1, Site Reference Plan.

2. The City of Santa Fe is seeking proposals from qualified design firms to provide full design services including but not limited to basic design services, design schedules, site evaluation and planning (master planning), recommendations, probable cost estimates, design and construction documents, bidding, permitting and construction administration. The Proposal shall be presented as stipulated sums with percentages (use AIA B101, Article 11.5 format) for each section of work identified in the Bond Implementation Plan including the design parameters as follows and as indicated in the Scope of Work below. The total budget allocated to this project including design, construction and all associated fees is $514,379.00. At the request of the successful proponent and/or at the discretion of the City, the requested design services proposed and associated fees that may receive funding after the time of award of design contract may be subject to subsequent negotiation at the time of funding.

SITE EVALUATION AND PLANNING (MASTER PLANNING)

a. Establish a site evaluation and planning documents (Master Plan) based on the needs indicated in the Bond Implementation Plan and in conjunction with the stakeholders and interested parties involved in the planning process and on agreed to recommendations by the consultant.

   (1) Identify existing utility infrastructure and services available for extension and/or upgrade and any required new infrastructure and services needed to meet the program criteria.

(2) Recommend optimal locations and configurations of amenity layout including parking lot(s), lighting, buildings, playground(s), landscaping & irrigation, access paths/drives and any associated utility service and drainage features.

(3) Assess any environmental, traffic and development impact matters needing consideration and incorporate the required measures into the design.

b. Provide Master Plan Report that analyzes and provides options and recommendations including probable cost estimates for the areas of work identified in the Bond Implementation Plan and as follows:

(1) Expansion, remodeling and improvements to the existing east parking areas & driveway and associated lighting and security features

(2) Concession Stand/Toilet/Storage Facility (located to avoid requirement for booster or ejector pumps or any unconventional, difficult to maintain systems) including associated lighting and security features and demolition or repurposing of the existing concession/storage buildings

(3) Remodeling and improvements to the existing playground areas to bring them into compliance with current safety and accessibility standards at minimum.

(4) Improve sloped area east of the existing soccer field with approved grasses, vegetation, landscaping elements and associate irrigation.

(5) Remodel and/or improve circulation and service routes, paths and drives associated with the above improvements as required for function and ADA accessibility compliance.

(6) Other landscaping and irrigation work related to the above improvements

(7) Associated drainage, public safety and accessibility measures and temporary and permanent erosion measures

(8) Verify and address any public safety and ADA accessibility deficiencies, needed repairs and improvements to accessory amenitites or elements associated with the above improvements.

(9) Utility infrastructure and required service improvements associated with the above improvements including provision for extension and considering optimal cost/benefit

DESIGN AND CONSTRUCTION DOCUMENTS

a. Design and develop construction documents for agreed upon improvements to the existing facility based on the criteria established in site evaluation and planning phase and scope feasibility as projected from the probable costs.

b. Provide for all required document, scope and associated approvals.

BIDDING, PERMITTING & CONTRUCTION ADMINISTRATION

a. Provide assistance to City Staff in the development of bid documents and with the construction bidding process.
b. Provide required contract documents for permitting and provide for submittal and approval of these including all fees and coordination prior to approval. (Contractor will provide for required fees after approval).
c. Provide full service Construction Administration.

4. The City requires that the consultant's design and specifications employ commonly available materials and systems in proper applications that have been time-tested in previous projects, considering ease of maintenance, durability and longevity of serviceability as primary factors. The consultant shall actively integrate public safety and accessibility as basic design parameters. ***All design features shall comply with the 2010 ADA Standards for State and Local Government Facilities: Title II, as applicable.*** Additionally, the consultant shall give consideration to minimizing opportunities for vandalism and graffiti and plan for ease of graffiti removal. All alternative systems, energy applications, equipment and systems must be proven time-tested in previous projects. The consultant shall seek as appropriate and take into account any recommendations made by authorized City Staff regarding all improvements. These requirements are intended to ensure public welfare, reasonable construction cost, and to minimize future repairs and maintenance costs.

B. BASIC FIRM QUALIFICATIONS

1. Design Professional firms will propose a design team that includes Engineers with significant experience in design and construction administration of roads/drives/paths, parking lot and park lighting, drainage improvements, utility infrastructure, building structures, mechanical, plumbing, electrical and special systems, Architects with significant experience in design and construction administration of park concession and toilet or similar facilities and Landscape Architects with significant experience in design and construction administration of regional park landscaping and irrigation.

2. Consultants shall clearly demonstrate they currently have the necessary professional expertise and experience, and sufficient staff and facilities for a project of this size. All work must be done by or under the direct supervision of Engineers, Architects, Landscape Architects and Surveyors registered to practice in New Mexico. The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently completes the design work within an approved schedule. Consultants need to demonstrate environmental

sensitivity in design, knowledge of city, state, and federal environmental requirements and the ability to work with the public in project development.

3. Consultants shall complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those of the following: City of Santa Fe, New Mexico Department of Transportation (NMDOT), New Mexico Environment Department, the Army Corp of Engineers, the Americans with Disabilities Act Guidelines; ADAAG and PROWAG and any applicable consumer safety guidelines and equipment safety standards.

4. Proposals shall address the Consultant's strategy and key staff to complete project assignments, their approach to coordinating the efforts of any sub-consultants on their team, and their previous experience with working with the proposed sub-consultants on previous projects.

5. Quality Control
Consultants shall provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will review plans for accessibility, accuracy regarding the intended scope of the project and provide necessary comments regarding functionality, durability and maintainability concerns. This review will be limited and is not intended as a full technical review. If the City deems it necessary to complete an extensive technical review, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

6. Timely Performance
The consultant shall adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the agreement between Owner and the Design Professional for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Schematic Plans, submission of Design Development Plans, Final Design Plans and Bid Package including Construction Plans, Specifications and final Estimates.

C. SCOPE OF WORK

The Scope of Work is all basic design services and tasks the consultant shall accomplish in accordance with the criteria detailed herein and required to complete the Project Scope.
The following items shall be specifically included within the usual and customary scope of basic professional design services required to complete a project of this nature including all requisite coordination with City of Santa Fe (City) Project Administrator (PA), stakeholders and any other associated contractors and vendors to insure the completion of comprehensive, warrantied systems per the agreed upon project scope and in accordance with the construction documents and all applicable local codes:

1. Review the existing facility including visual inspection of critical elements to itemize and record the specific needs, take photographs and measurements and gather any other information, perform investigations, provide for sampling or testing and associated fees as deemed necessary by the design professional, sub-consultants or City to assess the applicable design criteria, recommended construction scope and to complete the required construction documents.

2. Provide design strategy and construction budgeting recommendations to authorized City Staff, and as appropriate, to stakeholders regarding all conclusions made under Scope of Work item 1 above.

3. Consult with authorized City Staff to determine the exact scope of improvements at the facility.

4. Provide a preliminary detailed design services schedule including the anticipated timeline to completion of each document set for the related phase or scope and work with the City to determine exact schedule and deadlines for review and final documents.

5. Work with authorized City Staff to itemize and gather all available existing conditions information, plats, surveys, facility plans, etc. required to complete the design, construction documents and permit packet.

6. Provide other necessary surveys, plans, etc. and develop construction documents suitable for bid, permit and contract stamped and signed by the required New Mexico licensed design professionals covering the scope of services and complying with all applicable current codes adopted by the City, County and State of New Mexico.

7. Provide the City with hard copy full sized sets of as designed and constructed record drawings and electronic files of all record drawings and specifications. The drawings shall be submitted in AutoCAD format (version 2013 or earlier) in a print ready state and in PDF format with each drawing sheet as a separate file, all labeled to clearly indicate the sheet number. Drawings shall be created in a vector based drafting program. If the Consultant utilizes a program other than AutoCAD, the drawing files shall be uniformly and completely converted as necessary with all information intact and readily manipulated in the AutoCAD format. This submittal shall be a requirement of final payment in full for this scope of design services.

In addition to the above, the Consultant shall be responsible for the following tasks during Programming, Site Evaluation and Planning, Schematic Design, Design & Construction Document Development and Bidding & Construction Administration Phases:

a) Scheduling and attending all design and construction progress meetings

b) Scheduling and coordinating site visits and walk-throughs

c) Scheduling, coordinating and acting as Owner's agent at all Public meetings

d) Scheduling, coordinating and acting as Owner's agent at all meetings with concerned bureaus, agencies and departments

e) Provide for all document processing and filing and associated fees (Contractor will pay construction permitting fees).

f) Preparing displays and other information for up to three public meetings

g) Writing meeting agendas, coordinated with City Staff as appropriate

h) Writing draft addenda for City use in issuing addenda.

i) Writing design review reports

j) Writing design team meeting reports (minutes)

k) Distributing all reports, plans and documents

l) Drafting and coordinating plan and specification revisions

m) Providing monthly progress reports for design, utilities, environmental, and construction

n) Providing periodic progress presentations to the City, local elected officials and outside agencies or authorities (e.g. User groups, City Staff, Department & Division Directors, City Council, City Committees, County, State and Federal authorities, other interest groups or agencies, etc.)

DESIGN PHASE SUMMARY

DESIGN PHASE I – SITE EVALUATION AND PLANNING (MASTER PLAN)

1. Environmental and Utility Investigations and Documentation
2. Location Survey, Mapping and Document collection
3. Coordination with City, County and State agencies as required to assess project feasibility and approval requirements
4. Site Evaluation and Planning development in conjunction the with the interested parties
5. Site Evaluation and Planning report document, presentation and probable cost estimate for each area of work for review and approval

DESIGN PHASE II – DESIGN & CONTRUCTION DOCUMENT DEVELOPMENT

1. Utility Engineering
2. Drainage Analysis
3. Geotechnical Investigations
4. Comprehensive Schematic Design Plans and Outline Specifications/Resource packet with some detail.
5. Coordination with applicable authorities, entities and authorized City Staff
6. Public notification, involvement and feedback as required or recommended
7. Interaction with and any review and approvals required by the Governing Body or committees and commissions
8. 60% Design
   a. Detailed review drawings and specifications demonstrating comprehensive scope with some detail
   b. Revised cost estimate, by applicable construction phase, with value engineering review process and recommendations
9. 90% Design
   a. Completed construction drawings and specifications for review, including all value engineering modifications
   b. Any revisions to cost estimate
   c. Any required City of Santa Fe or Santa Fe County committee or commission approvals

10. Construction Bid and Permit Documents
    a. Construction documents suitable for bidding and permitting

PHASE III – BIDDING, PERMITTING & CONSTRUCTION SERVICES

1. Construction Bid process and Contract coordination in conjunction with authorized City Staff.
2. Assist with the bidding and contracting process for all constructions phases.
3. Assist and coordinate with City Staff to acquire all applicable City approvals.
4. Issue Permit Documents to applicable permitting authorities along with any associated fees.
5. Full Construction Administration services of the entire scope of construction in conjunction with authorized City Staff.

DESIGN PHASE DETAIL
PHASE I – SITE EVALUATION AND PLANNING (MASTER PLAN)

1. Initial Investigation and Coordination

In collaboration with the City and stakeholders, the consultant shall undertake all information gathering, goal setting and summarization, assessments, presentations, focus group discussions and feedback assessment and integration in preparation for site evaluation and plan development.

Key tasks and design professional involvement during this phase will also specifically include:

A. Conduct strategic start-up meeting with the project team including key City Staff to confirm scope, schedules, deliverables, communications procedures and channels and the project team meeting schedule.

B. Any initial assessments required for comprehensive planning that may include environmental studies, field surveys, utilities mapping, any associated research and discovery and coordination with any relevant or interested agencies or authorities.

C. Meet with City Parks and Facilities Staff and stakeholders to determine dimensional and operational requirements and preferences.

2. Environmental Investigations and Documentation

The Consultant shall determine the environmental level of effort and prepare environmental clearance documents, if necessary (see "NOTE" below). Prepare required environmental and/or biological reports as appropriate, including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel. The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental or biological reports shall be prepared in

accordance with applicable guidelines and regulations. The following list outlines tasks that may be required for project assignments:

a) Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.

b) Conduct a biological survey and prepare a biological memorandum.

c) Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.

d) Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.

e) Complete a US Army Corps of Engineers Nationwide Permit Application form.

f) Submit the biological technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.

g) Public involvement, including meetings and preparation of comment forms.

h) Noise, air and lighting technical analyses.

i) Impacts to prime or unique farmlands or farmland of statewide or local importance.

j) Biological or hazardous materials issues.

k) Provide FONSI Request and documentation

All reports submitted to the City are subject to City approval before investigations are accepted as complete.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City.

3. Survey & Mapping

The Consultant shall provide and work from a land survey to including the following:

a) Location of all existing, substantial natural and man-made surface features, buildings or anchored signs and equipment inside the area of the property including all visible utilities and walls/fences

b) Ground elevations in contour increments of one foot

c) Recorded metes and bounds of the property

d) Property lot name or number and acreage

e) Monument tie recognized by the City of Santa Fe

f) Surface drainage flow lines

g) Any overhead features in the property or frontage

h) All substantial trees in the area of proposed work, flagged & numbered, demonstrating species and accurate drip line diameter

i) Spot elevations noted on corners, centers, etc. of all man-made features in or near the ground plane, including culvert inverts

j) Control points indicated on the survey plat and clearly marked & flagged in the field

k) All field shots and data included in the CAD file and on separate layers.

l) Stamped and signed original survey drawings on mylar at no smaller than 1:50 scale, oriented north or east and the associated digital CAD file compatible with AutoCAD 2013.

m) Any other information required to meet or exceed the Minimum Standards for Land Surveying in New Mexico set forth by the New Mexico Board of Registration for Professional Engineers and Surveyors effective latest publication.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric P&P sheets and shown on these sheets.

4. Utility Investigations and Documentation

Identify existing utility infrastructure and services available for extension and/or upgrade and any required new infrastructure and services needed to meet the objectives identified in the Initial Investigation and Coordination.

5. Site Evaluation and Planning

The Consultant shall evaluate the site and develop schematic plans and documents that identify and direct a clear, feasible and representative course of action to complete and maintain the consented scope of improvements identified under the Initial Investigation and Coordination phase and shall include the following items:

a) City, User groups and Community input process as required

b) Demand analysis of existing and proposed/future amenities and facilities

c) Integration of new services/amenities with existing functions, amenities, operations, budget and related planning

d) Prioritizing demand and opportunities with budget cost/benefit analysis

e) Phasing maps, charts, data and support materials

f) Analysis of service, operation and maintenance needs and impact

g) Recommendations and implementation strategies documented in a final report for City review and approval.

h) Probable cost estimates for each area of work identified in the Bond Implementation Plan.

These items shall be collectively referenced and will be referred to in their approved form as the project improvement scope "Master Plan".

6. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, federal (ex. US Army Corp of Engineers, US Fish & Wildlife), state (ex. NMED), City (all departments/divisions/committees as required), PNM, and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, and other interested groups will be contacted by the Consultant to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental documentation, as necessary.

PHASE II – DESIGN AND CONSTRUCTION DOCUMENT DEVELOPMENT

1. Subsurface Utility Engineering & Project Utilities

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the project limits of City proposed construction projects. For this project, this process will also include showing any planned effluent pipeline route reconfiguration associated with the existing field and new line route from the effluent lake to the proposed location of the new upper area stadium field, including showing proposed or actual depths of the line. Such SUE effort may include all necessary records research, field investigations (designation), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems for this project and for other planned developments in the immediate area. After identifying utility locations the Consultant shall map utility locations onto plans and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis

A. The Consultant will be required to evaluate the necessary level effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of this project. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

B. The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit four (4) copies of a "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City with four (4) bound final Drainage Reports.

C. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- Time of concentration calculations
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- CME's required to construct the structures
- Summary table of recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

D. Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.

E. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

F. In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

G. The Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

H. Permits: If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

I. The Consultant shall use the NMDOT "Drainage Manual - Volume 1, Hydrology", current edition, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion", current edition, and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Schematic Design. This may include, but is not limited to, geotechnical investigations and laboratory testing sufficient to assemble construction details.

The City may elect that the Consultant provide geotechnical services as defined below:

Geotechnical Investigation and Laboratory Testing
Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation.

Geotechnical Design Recommendations
Final design recommendations shall address some or all of the following:

a) Stabilization/densification of unsuitable embankment or native soils

b) Slope stability/steepened slope design

c) Mitigation of settlements

d) Rock excavation and blasting requirements

e) Maximum cut slope angles in soil and rock

f) Suitability of foundation soils or rock to support the road and light poles and shade structures included in Phase I scope of work.

g) Shrink and swell factors of earthwork

h) Groundwater affecting the project/need for cut-off trenches

i) Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report
The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway, including final pavement design. Three (3) copies of this report shall be submitted to the City in conjunction with the Schematic Design Plans.

Approach Embankment Analysis
Approach embankments shall be analyzed for long term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoil's will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

4. Schematic Design Plans

A. Using the approved Master Plan documents and agreed upon scope of improvements, the Design Professionals shall prepare comprehensive Schematic Design documents with some detail, describing the general construction and immediate surroundings layout, probable utilities systems, storm water drainage systems, types of materials envisioned, a breakdown of the budget and probable costs associated with each area of work, volume or other unit costs, and the approximate dimensions of the areas.

B. The schematic design plans shall include all customary elements, also including but not limited to: overall site layout including all proposed elements, circulation and connectivity with accessibility strategy, lighting design options, geometrics, plan and profile sheets showing recommended horizontal and vertical alignment of the access roads and drives, typical sections, drainage requirements, slope limits, utility structures and systems and any relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as retaining walls and major drainage structures, building plans and options, outline specifications and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format, in a CAD version compatible with or full convertible to the City's current AutoCAD software version.

C. Both passive and active solar features shall be included as reasonable and concurred upon. Water conservation features shall be incorporated into the project per County code requirements.

D. Schematic Design Review
Schedule and conduct the schematic design review. The review shall include the preparation of the schematic design review documents. The Consultant shall submit and distribute (3) full sized bound sets and ten (10) 50% reduced or 11"x17" bound sets of plans and specifications for the design review. Additional sets may be requested by the City. All information must be completely legible on the reduced sets.

5. Public Involvement

The Consultant shall be responsible for the implementation and cost of a public meeting, including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination and interviews; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the required City staff, general public, or agency involvement that may be required before, during or after the public meetings.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings) including any amendments to this section of the code subsequently approved by the City Governing Body, published, codified and under enforcement by the date of any required application to this project.

The Design Professionals shall receive written approval of the Schematic Design from the City of Santa Fe prior to proceeding with the 60% Design phase of the project.

6. 60% Design – Plan Development & Preliminary Construction Documents

The 60% design development/construction documents plans shall include development of approved schematic design features with all customary elements, also including but not limited to developed site plan with defined accessibility and public safety strategy, preliminary grading and drainage plans and profiles, field and pavement design, signage and striping plans for access roads/drives/parking lots, lighting plans, building plans with preliminary structural, mechanical, plumbing and electrical drawings, preliminary landscaping design, sequence of construction, utility connection requirements, developed specifications and a construction cost estimate by construction type with value engineering recommendations included. They shall also include significant detail with all customary elements, including but not limited to integrated site plans and details with coordinated grading and drainage plans and profiles, field and pavement details, lighting details, fully developed building plans and general detail with detailed, integrated structural, mechanical, plumbing and electrical drawings, landscaping details, integrated utility service and systems and detailed, integrated specifications.

7. 90% Final Construction Documents

Based on the approved 60% Plan Development & Preliminary Construction Documents, the Consultant shall provide construction document set(s), which shall include, but are not limited to, the following fully coordinated plan information with accompanying fully coordinated specifications and revised construction cost estimate by construction type.

A. General

a) Title sheet w/ City information, vicinity map and sheet index

b) Project layout sheet

c) Summary of quantities

d) General notes, design data, abbreviations and incidental items

e) Environmental Concerns and Mitigation Measures

f) Surveys and plats

g) Traffic Plan with Warning Signs

h) Project Signage

B. Civil

a) Typical sections

b) Typical details

c) Demolition plans

d) Quantities

e) Curb and gutter layout

f) Erosion and sediment control

g) Grading plans

h) Grading profiles

i) Drainage plans and details

j) Structural sections

k) Applicable Utilities and systems plans and details

l) Paving, Signage and striping plan and details

C. Architectural

a) Comprehensive concession building plans, details, schedules and diagrams

D. Structural

a) Comprehensive concession building plans, details schedules and diagrams

b) Lighting mast plans, details, schedules and diagrams

c) Other incidental structural documents

E. Mechanical

a) Comprehensive concession building plans and details

b) Applicable utilities and systems plans, details, schedules and diagrams

F. Plumbing

a) Comprehensive concession building plans and details

b) Applicable utilities and systems plans, details, schedules and diagrams

G. Electrical

a) Comprehensive concession building plans and details

b) Applicable utilities and special systems plans, details and diagrams

c) Lighting plans, details, schedules and diagrams (Lighting should be designed to minimize night sky pollution.)

H. Fire Protection & Special Systems

a) Comprehensive concession building plans and details

b) Applicable Utilities and systems plans, details and diagrams including Tel/Data infrastructure

I. Landscape Plans

a) Overall and enlarged site plans and details
b) Landscaping plans and details

c) Irrigation plans and details (Irrigation control should be compatible with Irritrol Centralize Control including Motorola HF Standard. Preferred equipment: Hunter heads and Irritro Valves.)

8. Design Reviews

Schedule and conduct the Schematic Design, 60% Plan Development & Preliminary Construction Documents and 90% Final Construction Documents completion design review with appropriate City staff. The Consultant shall prepare the review meeting minutes. The Consultant shall submit and distribute (3) full sized bound sets and ten (10) 50% reduced or 11"x17" bound sets of plans and specifications for each design review. Additional sets may be requested by the City. All information must be completely legible on the reduced sets. A courtesy review by the City Engineer with the Land Use Department of all 60% Construction

Document Phase terrain management and lighting design will be required and shall be provided for and coordinated by the Design Professional(s) of record in conjunction with the City Project Administrator.

PHASE IV – BIDDING, PERMITTING & CONSTRUCTION SERVICES

1. Construction Bid Documents

The Consultant shall submit 100% final construction documents, including all revisions from the 90% review set, with final specifications and estimates and all related documents to the City of Santa Fe. The final design package shall include the following:

i. Three (3) full-size sets of bid ready plans (36"x 24" or 30"x42"); signed by the City's Parks & Recreation Director, Parks Division Director, Facilities Division Director, Historic Preservation Division Director and ADA Coordinator

ii. TWENTY (20) half-size plan sets

iii. One (1) paper and electronic copy of the final cost estimate

iv. Electronic files (pdf's) of all final design drawings

v. TWENTY (20) bound final sets of complete bidding documents, including wage rates and signed advertisements

2. Bidding & Contract

The Consultant shall assist the City in obtaining competitive bids including but not limited to distributing bid documents, organizing and attending meetings, taking minutes, recording and distributing meeting attendance lists and the like, fielding RFI's, developing addenda and in executing the construction contract(s) to complete the determined scope(s) of work.

3. Permitting

The Consultant shall coordinate and submit all required (and receive approved as applicable) documents for all applicable approvals and permitting with associated fees. The Consultant shall consider pre-permit meetings and submittals as allowed to help minimize any rejections.

4. Construction Services

The Consultant shall provide construction administration services throughout the construction, close out and warranty period including, organization and attendance of preconstruction meetings, progress meetings, site visits to assess work progress and adherence to the construction documents, review of and any required action on all submittals, change requests, requests for information and payment applications, etc. and provide advisement and consultation to authorized City Staff as determined necessary by the City of Santa Fe Project Administrator (PA) regarding any required or other deviations from the original contract documents performed by the contractor.

The construction phase will commence with the award of the construction contract and continues until the two year warranty inspection and report is submitted by the Consultant and

approved by the City. The Consultant shall be the agent of the City during the construction phase and shall advise and consult with the City Project Administrator regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

A. Preconstruction meeting with the Construction Contractor, Owner, Utilities;

B. Bi-Weekly construction observation, oversight, inspection and diary entry;

C. Construction administration services including:

D. Construction Engineering Technical Support;

E. Review of Construction Contractor material submittals or shop drawings;

F. General project review and response to Construction Contractor's requests for information and clarification;

G. Change order review and preparation;

H. Claims review, documentation, and correspondence;

I. Provide As-Constructed Quantities;

J. Receive, review and approve progress payments (to be forwarded to the City);

K. Preparation and authorization of field inspections and punch lists; and

L. Two-year warranty inspection and report

M. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in PDF & AutoCAD format (version 2013 or earlier).

All of the work defined in the "Scope of Work" will be included in the Agreement Between Owner and the Design Professional; the boilerplate is attached as Exhibit 7.

Any additional work required by agreed upon changes to the scope of services, contract documents and/or scope of the improvement project will be considered additional services.

All available drawings and records of the listed facilities relevant to this scope will be open for review at the Facilities Division Office during the period of the RFP, with copies made on request. Please contact the PA to schedule an appointment.

Award of Contract will be based upon a lump sum price and schedule for design services. Time is of the essence. Please attach a detailed summary of related work with municipal park design and construction oversight experience with this proposal.

Additions, changes, corrections will be by addendum only. All additions, changes, corrections, questions will be submitted to this office in writing.

H. WORK HOUR SCHEDULE + SUMMARY

EXHIBIT 5

WORK - HOURS SCHEDULE Design Services Project Assignment :LEAD / ARCHITECT	
Activity	Estimated Work Hours
Site Evaluation & Planning (Master Planning)	
1. Environmental & Utility Investigations and Documentation	10
2. Location Survey, Mapping, and Document Collection	5
3. Coordination with Governmental Agencies	5
4. Program & Master Plan Development	20
5. Programming Report & Master Plan Submittal	20
Total for Site Evaluation and Planning Phase	60
Schematic Design Phase	
1. Utility Engineering	
2. Drainage Analysis	5
3. Geotechnical Investigations	5
4. Schematic Design	20
5. Continued Coordination & Integration with Government Agencies	5
6. Public Involvement	15
7. Probable Cost Estimate	
Total for Schematic Design	50
Design Development & Construction Documents	
1. 60% Design	20
2. 90% Design	20
3. 100% Construction Bid & Permit Documents	20
Total for Design Development & Construction Documents	60
Bidding, Permitting & Construction Services	
1. Construction Bid Documents Preparation and Bidding Coordination	20
2. Construction Contract Coordination	20
3. Permitting	
4. Construction Administration	20
Total for Bidding, Permitting & Construction Services	60
TOTAL FOR PROJECT CONSTRUCTION PHASE / DESIGN SERVICES	
TOTAL ESTIMATED CONSULTANT HOURS	230

Work-Hours are for estimating purposes. Final Fee will be negotiated if the City elects to use the services.

H. WORK HOUR SCHEDULE + SUMMARY

EXHIBIT 5

WORK - HOURS SCHEDULE Design Services Project Assignment : LANDSCAPE ARCHITECT	
Activity	Estimated Work Hours
Site Evaluation & Planning (Master Planning)	
1. Environmental & Utility Investigations and Documentation	-
2. Location Survey, Mapping, and Document Collection	15
3. Coordination with Governmental Agencies	10
4. Program & Master Plan Development	40
5. Programming Report & Master Plan Submittal	5
Total for Site Evaluation and Planning Phase	70
Schematic Design Phase	
1. Utility Engineering	-
2. Drainage Analysis	5
3. Geotechnical Investigations	-
4. Schematic Design	25
5. Continued Coordination & Integration with Government Agencies	5
6. Public Involvement	15
7. Probable Cost Estimate	10
Total for Schematic Design	60
Design Development & Construction Documents	
1. 60% Design	30
2. 90% Design	20
3. 100% Construction Bid & Permit Documents	10
Total for Design Development & Construction Documents	60
Bidding, Permitting & Construction Services	
1. Construction Bid Documents Preparation and Bidding Coordination	2
2. Construction Contract Coordination	2
3. Permitting	2
4. Construction Administration	15
Total for Bidding, Permitting & Construction Services	21
TOTAL FOR PROJECT CONSTRUCTION PHASE I DESIGN SERVICES	
TOTAL ESTIMATED CONSULTANT HOURS	211

Work-Hours are for estimating purposes. Final Fee will be negotiated if the City elects to use the services.

H. WORK HOUR SCHEDULE + SUMMARY

EXHIBIT 5

WORK - HOURS SCHEDULE Design Services Project Assignment : CIVIL ENGINEER	
Activity	Estimated Work Hours
Site Evaluation & Planning (Master Planning)	
1. Environmental & Utility Investigations and Documentation	2
2. Location Survey, Mapping, and Document Collection	2
3. Coordination with Governmental Agencies	2
4. Program & Master Plan Development	16
5. Programming Report & Master Plan Submittal	4
Total for Site Evaluation and Planning Phase	26
Schematic Design Phase	
1. Utility Engineering	28
2. Drainage Analysis	75
3. Geotechnical Investigations	0
4. Schematic Design	12
5. Continued Coordination & Integration with Government Agencies	4
6. Public Involvement	2
7. Probable Cost Estimate	2
Total for Schematic Design	123
Design Development & Construction Documents	
1. 60% Design	44
2. 90% Design	52
3. 100% Construction Bid & Permit Documents	76
Total for Design Development & Construction Documents	172
Bidding, Permitting & Construction Services	24
1. Construction Bid Documents Preparation and Bidding Coordination	24
2. Construction Contract Coordination	2
3. Permitting	12
4. Construction Administration(3 mon const weekly mtgs for 12mtgs.)	36
Total for Bidding, Permitting & Construction Services	74
TOTAL FOR PROJECT CONSTRUCTION PHASE I DESIGN SERVICES	
TOTAL ESTIMATED CONSULTANT HOURS	395

Work-Hours are for estimating purposes. Final Fee will be negotiated if the City elects to use the services.

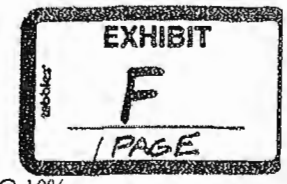


EXHIBIT F: SALVADOR PEREZ CONTRACT DESIGN PROFESSIONAL FEE ANALYSIS @ 10% OF MACC

Site Evaluation & Planning	$18,920	percent (	21	%)
Schematic Design Phase	$25,179	percent (	28	%)
DD/Construction Documents Phase	$29,157	percent (	33	%)
Bidding/Construction Phase	$16,240	percent (	18	%)
Total Basic Compensation (including GRT on labor)	$89,496	percent (	100	%)
Supplemental Services				
Environmental Study	$14,199			
Land Survey	$6,800			
Irrigation Evaluation	$2,500			
Geo-technical Study	$4,300			
GRT on Services	$2,311			
SUBTOTAL Supplemental	$30,110			
Reimbursable Expenses	$2,000			
TOTAL Supplemental	$32,110			

Before GRT labor fees:
$82,628
Less Site Eval/Planning:
$65,160 = appx 12.6%
schematic contains:

3 public meetings	$4,679
drainage+utilities analysis	$8,576

subtract those fees from a standard design contract and we are at approximately: $51,905
Or 10% of MACC

MACC EQUALS $514,379
(BOND AMOUNT)

I. DESIGN COST + SUMMARY

EXHIBIT G 2 PAGES

EXHIBIT 6

CITY OF SANTA FE, NEW MEXICO, PUBLIC WORKS DEPARTMENT

DESIGN SERVICES COST SUMMARY PART 1 - GENERAL	
1. NAME OF PROJECT: CIP# 408D - SALVADOR PEREZ PARK PARKING LOT, CONCESSION BUILDING AND ASSOCIATED WORK	2. CIP #: RFP #'15/42/P
3. NAME OF CONTRACTOR: JOHN BARTON ARCHITECTS LLC	4. DATE OF PROPOSAL: JUNE 24, 2015
5. ADDRESS OF CONTRACTOR: 1925 ASPEN DRIVE #801B SANTA FE, NM 87505	6. TYPE OF SERVICES TO BE FURNISHED: ARCHITECTURE W/ LANDSCAPE ARCHITECTURE+ ENGINEERING A. WORK ELEMENT: **COMBINED TOTAL**

PART 2 - COST SUMMARY
BASIC SERVICES

7. DIRECT LABOR (specific categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
SITE EVALUATION AND PLANNING (MASTER PLANNING)				
John Barton Architects (Structural/MEP incl)	See detail		$ 2,700	
Surroundings Studio	See detail		$ 2,755	
Wilson & Co	See detail		$ 938	
PROGRAM+MP+ CONSTRUCTION PHASE I TOTAL:				$ 6,393.00
SCHEMATIC DESIGN				
John Barton Architects (Structural/ MEP incl)	See detail		$ 2,250	
Surroundings Studio	See detail		$ 2,318	
Wilson & Co	See detail		$ 3,940	
CONSTRUCTION PHASE II TOTAL:				$ 8,508.00
DESIGN AND CONSTRUCTION DOCUMENTS				
John Barton and Associates	See detail		$ 2,700	
Surroundings Studio	See detail		$ 2,305	
Wilson & Co	See detail		$ 4,847	
CONSTRUCTION PHASE II TOTAL:				$ 9,852.00
BIDDING, PERMITTING & CONTRUCTION ADMINISTRATION				
John Barton Architects (Structural/ MEP incl)	See detail		$ 2,250	
Surroundings Studio	See detail		$ 908	
Wilson & Co	See detail		$ 2,330	
CONTRUCTION PHASE III TOTAL:				$ 5,488.00
FEES SUBTOTAL				
8. OVERHEAD	RATE	X BASE	COST	
	1.53	$ 30,241	$ 46,269	
OVER HEAD TOTAL:				$ 76,510
9. FEE OR PROFIT	8%	$ 76,510	$ 6,121	
			TOTAL COST	$ 82,626

I. DESIGN COST + SUMMARY

EXHIBIT 6
CITY OF SANTA FE, NEW MEXICO, PUBLIC WORKS DEPARTMENT

SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & Purpose)			COST	
Marron and Associates (Environmental)			$ 14,199	
High Desert Survey (Surveyor)			$ 6,800	
Irrigation Services (Irrigation Evaluation)			$ 2,500	
Geo Test (Geo-technical)			$ 4,300	
SUBCONTRACTS TOTAL:				$ 27,799
11. SPECIAL EQUIPMENT	RATE	HOURS		
	$ -			
EQUIPMENT TOTAL:				$ -
12. TRAVEL			COST	
A. Transportation - John Barton			$ -	
Transportation - Surroundings			$ -	
Transportation - Wilson			$ -	
Transportation - Irrigation Services			$ -	
B. Per Diem				
TRAVEL TOTALS:				$ -
13. OTHER REIMBURSABLES			COST	
GPS (3 Days)				
CLOMR Fee				
Printing/Copies/Disks			$ 2,000.00	
REIMBURSABLE TOTALS				$ 2,000.00

PROFESSIONAL FEE ESTIMATE / PROPOSAL by Scope							
	John Barton Architects	Surroundings Studio	Wilson & Co Engineers	Marron & Associates	Irrigation Services	High Desert Surveying	Geo-Test
SCOPE	FEE	FEE	FEE	FEE	FEE	FEE	FEE
(1) Site Evaluation and Planning	$7,650	$5,073	$7,918	$14,199	-	$6,800	$4,300
(2) Parking Areas / Driveways	$3,000	$10,064	$16,521	-	-	-	-
(3) Concession Stand/Toilet/Storage	$16,400	-	$8,500	-	-	-	-
(4) Remodeling Playgrounds / ADA	-	$5,500	-	-	-	-	-
(5) Sloped Lawn Area	-	$2,000	-	-	$2,500	-	-
FEE SUBTOTALS	$27,050	$22,637	$32,939	$14,199	$2,500	$6,800	$4,300
SUBTOTAL MAJOR CONSULTANT FEES (before grt/expenses)			$82,626				
SUBTOTAL ASSOCIATION CONSULTANTS FEES (before grt/expenses)							$27,799