



<b>ACTION SHEET</b> <b>CITY COUNCIL COMMITTEE MEETING OF 07/30/14</b> <b>ITEM FROM FINANCE COMMITTEE MEETING OF 07/14/14</b>
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**ISSUE:**

11. Request for Approval of Agreement between Owner and Architect – Downtown Transit Center – Sheridan Improvements (RFP #14/39/P); Wilson & Company, Inc. (Mary MacDonald)

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

Requested approval of agreement between owner and architect for Downtown Transit Center – Sheridan Improvements with Wilson & Company, Inc. in the amount of \$282,594.83 inclusive of gross receipts tax. Budget is available in project fund.

**FUNDING SOURCE: 52412.572960**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

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

3-17/14/FCMissue

# City of Santa Fe, New Mexico

# memo

**DATE:** June 27, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Purchasing Officer  
Purchasing Division

**VIA:** Marcos A. Tapia, Finance Director  
Finance Department

**ISSUE:** Award of Request for Proposal # '14/39/P  
Engineering Design Services Downtown Transit Center – Sheridan  
Improvements

## SUMMARY:

On May 22, 2014, three proposals were received for the above referenced service as follows:

	Written Score	Interview Score
Wilson & Company, Albuquerque	5400	5640
Huitt-Zollars, Albuquerque	5397.5	5440
Santa Fe Engineering Consultants, LLC, Santa Fe	5106	

The evaluation criteria consisted of project component (20%); project approach/schedule (20%); qualifications (25%); knowledge of local conditions (10%); quality assurance (5%); resource availability (10%); and quality of proposal (10%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Mary MacDonald and Leann Valdez, CIP, Sandi Kassens, Public Works, Jon Bulthuis, Transit and RB Zaxus, Plannin and Land Use.

The using department has reviewed the proposals and recommends award to Wilson & Company, Albuquerque in the amount of \$282,594.83 inclusive of GRT.

Budget will be available each fiscal year in account number 52412.572960 (Downtown Transit Center – WIP Design) in the amount of \$294,683.35.

## ACTION:

It is requested that this recommendation of award to Wilson & Company, Albuquerque in the amount of \$282,594.83 be reviewed, approved and submitted to the City Council for its consideration.

## Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

**EVALUATION SCORES  
ENGINEERING DESIGN SERVICES DOWNTOWN TRANSIT CENTER – SHERIDAN IMPROVEMENTS  
1/14/39/P**

<b>Written Evaluation</b>			
RFP Submittals	Wilson & Company	Huitt - Zollars	Santa Fe Engineering Consultants, LLC
Robert Rodarte	820	815	805
Mary MacDonald	970	842.5	906
Leann Valdez	940	970	950
Sandi Kassens	955	965	775
Jon Bulthuis	950	910	880
RB Zaxus	765	895	790
<b>Total</b>	<b>5400</b>	<b>5397.5</b>	<b>5106</b>

<b>Interview Evaluation</b>		
RFP Submittals	Wilson & Company	Huitt - Zollars
Robert Rodarte	875	890
Mary MacDonald	935	885
Leann Valdez	990	930
Sandi Kassens	955	940
Jon Bulthuis	955	935
RB Zaxus	930	860
<b>Total</b>	<b>5640</b>	<b>5440</b>

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JULY 7, 2014**

**ITEM 6**

CIP PROJECT #669 DOWNTOWN TRANSIT CENTER – SHERIDAN IMPROVEMENTS

- REQUEST FOR APPROVAL OF AWARD OF RFP #14/39/P AND AGREEMENT BETWEEN OWNER AND WILSON & COMPANY IN THE AMOUNT OF \$282,594.83 INCLUSIVE OF NMGR (MARY MACDONALD)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**FUNDING SOURCE: 52412.572960**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

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

# City of Santa Fe, New Mexico

# memo

**DATE:** July 7, 2014

**TO:** Public Works, CIP, Land Use Committee and Finance Committee

**VIA:**

  
Isaac J. Pino, P.E., Public Works Department Director

David Pfeifer, Facilities Division Director 

**FROM:** Mary MacDonald, Project Administrator, Facilities Development Section

**ISSUE:** CIP Project # 669, Downtown Transit Center – Sheridan Improvements  
Award of RFP # '14/39/P (Exhibit A)  
Approval of Agreement Between Owner & Engineer (Exhibit B)  
WILSON & COMPANY, INC.

	Fee	\$ 254,958.40
	Reimbursable Expenses	\$ <u>6,250.00</u>
Subtotal	Basic Fee plus Reimbursables	\$ 261,208.40
	NMGRT (0.081875)	\$ <u>21,386.44</u>
	Total Contract Sum	\$ 282,594.83

## SUMMARY:

In 2004 the Federal Transit Administration awarded grant NM-04-0026-00 in the amount of \$240,000 (total project cost of \$300,000 at 80 percent federal share), to the City for improvements to the Downtown Transit Center on Sheridan Avenue. The Transit Center project will improve the appearance, safety, accessibility and comfort for Santa Fe Trails passengers and the general public. A conceptual plan for the improvements was completed in 2006 and approved by the Transit Advisory Board, Business and Quality of Life Committee, Historic Design Review Committee and City Council.

The Request For Proposals (RFP '14/39/P) for Downtown Transit Center – Sheridan Improvements engineering design services was advertised on April 22, 2014. Three proposals for design services were received on May 22, 2014, from Santa Fe Engineering and the two consulting firms listed below. These proposals were evaluated and interviews held with the two firms who received the highest initial scores. The final scores for the two firms were as follows:

Huitt-Zollars, Inc.:	5440
Wilson & Company, Inc.:	5640

Refer to Exhibit B, the Proposal Interview Scores.

**PROJECT SCOPE:**

Construction design for Downtown Transit Center – Sheridan Improvements. Included in the design scope of work is street reconstruction, lighting improvements, sidewalk replacement and expanding sidewalk widths, bus shelters design, landscaping, drainage improvements, verifying current ownership of all the properties along Sheridan, environmental assessment, geological sampling and testing, coordination with permitting agencies and State DOT, obtaining temporary construction easements, identification of all underground utilities by best means available, including some non-destructive potholing to ascertain depths, and participating in meetings with property owners, committees, and a public meeting. Construction phase design services are not included in the scope of work, as there are no funds available for construction.

**PROJECT SCHEDULE:**

Recommendation of Award to Finance Committee:	July 14, 2014
Recommendation of Award to City Council:	July 30, 2014
Notice to Proceed with Design:	August 18, 2014
Design Completion:	April 30, 2014

**PROJECT BUDGET:**

Funds in the amount of \$294,683.00 are required to award this contract: \$282,594.83 is the amount of the contract, including tax, plus a design contingency of in the amount of \$12,088.17 is being requested. The required amount, \$294,683.00 is currently available in Business Unit/Line Item 52412.572960 (Downtown Transit Center / WIP Design). The Summary of Contracts form is attached (Exhibit C).

**ACTION:**

Please recommend to the City Council approval of Award of RFP No. '14/39/P, the Agreement Between Owner and Engineer with Wilson and Company, Inc. in the amount of \$282,594 (Exhibit A), and approval of the design contingency in the amount of \$12,088.17.

Exhibits:     “A” Agreement  
              “B” Proposal Interview Scores  
              “C” Summary of Contracts form

xc:     Jon Bulthuis, Transit Division Director  
          Ken Smithson, Transit Division  
          Shirley Rodriguez, Purchasing Division  
          Project/book file

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the    day of    in the year 2014

BETWEEN the Engineer's client identified as the Owner:

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

and the Engineer:

Wilson & Company, Inc.  
4900 Lang Ave. NE  
Albuquerque, New Mexico 87109  
505-348-4000

for the following Project:

Downtown Transit Center - Sheridan Improvements  
Sheridan Ave., Palace to Marcy St.  
New bus shelters with lighting, sidewalk widening, new street furnishings, irrigation and landscaping, street reconstruction, drainage improvements, and ADA accessibility, throughout the one block long street. The work also includes relocating an existing private parking lot kiosk and reconfiguring the parking lot layout at the southeast corner of Sheridan Ave. and Marcy St.

The Owner and Engineer agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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User Notes:

(1833193049)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Paragraph deleted)*

The project is the design of Downtown Transit Center – Sheridan Improvements, detailed construction designs based on the provided conceptual design. This conceptual design was based on extensive review by City staff, the Transit Advisory Board and the Historic Design Review Committee; the Engineer is expected to adhere to the architectural style, material and colors for the transit stop and the entire street. The accessible ramps installed at the intersection of Sheridan and Marcy St. after the conceptual design was approved were designed to compliment the greater width of the sidewalks that will be fully designed in this project.

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

- .1 Commencement of construction date:

The construction commencement date is yet to be determined (no construction funding is available at this time); this original contract does not include bidding or construction phase services.

- .2 Substantial Completion date:

not available; see comment above (1.2.1)

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

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**ARTICLE 2 ENGINEER'S RESPONSIBILITIES**

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

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer 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 Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

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

§ 2.5 The Engineer 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 Engineer normally maintains, the Owner shall reimburse the Engineer for any additional cost:

.1 General Liability

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

.2 Automobile Liability

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

.3 Workers' Compensation

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

.4 Professional Liability

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

**ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES**

§ 3.1 The Engineer's Basic Services consist of those described in Article 3 and include usual and customary architectural, and civil, structural, mechanical/plumbing, traffic and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services. 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 Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the completion of the bid documents.

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

§ 3.1.5 The Engineer 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 Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

## § 3.2 PROGRAMMING PHASE SERVICES

§ 3.2.1 The Engineer shall review the conceptual and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services.

§ 3.2.2 The Engineer shall prepare a preliminary evaluation of the Owner's conceptual design, Project site, and the other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Engineer shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Engineer 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 Engineer shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

*(Paragraphs deleted)*

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

*(Paragraph deleted)*

## § 3.3 DESIGN DEVELOPMENT (PRELIMINARY DESIGN) PHASE SERVICES

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

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

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

## § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

construction of the Work. The Owner and Engineer 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 Engineer shall review in accordance with Section 3.6.4.

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

§ 3.4.3 The Engineer shall update the estimate for the Cost of the Work.

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

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

*(Paragraph deleted)*

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

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

#### § 3.5.2 COMPETITIVE BIDDING

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

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

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

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

#### § 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Engineer 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

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Contractor modify AIA Document A201–2007, those modifications shall not affect the Engineer’s services under this Agreement unless the Owner and the Engineer amend this Agreement.

§ 3.6.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer 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 Engineer be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Engineer 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 Engineer 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 Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer 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 Engineer 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 Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Engineer 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 Engineer 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 Engineer’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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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 Engineer.

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

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

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer'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 Engineer's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer 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 Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer 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 Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Engineer shall review and respond to requests for information about the Contract Documents. The Engineer 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 Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Engineer 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 Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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User Notes:

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**§ 3.6.6 PROJECT COMPLETION**

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

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

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

§ 3.6.6.4 The Engineer 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.

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

**ARTICLE 4 ADDITIONAL SERVICES**

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Surroundings Public Meeting	Engineer	See 4.2
<i>(Row deleted)</i>		
§ 4.1.2 Wilson Public Meeting	Engineer	See 4.2
<i>(Row deleted)</i>		
§ 4.1.3 Cobb Fendley Pot holes	Engineer	See 4.2
<i>(Row deleted)</i>		
§ 4.1.4 Marron and Associates Input Synopsis	Engineer	See 4.2
<i>(Row deleted)</i>		
§ 4.1.5 Marron and Associates FONSI Request	Engineer	See 4.2
<i>(Row deleted)</i>		
§ 4.1.6 Santa Fe Surveying Temporary Construction Easements	Engineer	See 4.2
<i>(Row deleted)</i>		
§ 4.1.7		
§ 4.1.8		
§ 4.1.9		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		

§ 4.1.16		
§ 4.1.17		
§ 4.1.18	Tenant-related services	
§ 4.1.19	Coordination of Owner's consultants	
§ 4.1.20	Telecommunications/data design	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	
§ 4.1.22	Commissioning (B211™-2007)	
§ 4.1.23	Extensive environmentally responsible design	
§ 4.1.24	LEED® Certification (B214™-2012)	
§ 4.1.25	Fast-track design services	
§ 4.1.26		

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

- 4.1.1: Landscape Architect provide displays and other information for and participate in one public meeting
- 4.1.2: Engineer provide displays and other information for and participate in one public meeting
- 4.1.3: Pot holing service provide a limited number of pot holes to verify certain designated utility locations
- 4.1.4: Provide environmental report based on yet to be determined scope of environmental evaluation required for permits
- 4.1.5: Provide FONSI Request and documentation if required
- 4.1.6: Provide survey for yet to be determined required temporary construction easements

§ 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 Engineer. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4 shall entitle the Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Engineer's schedule.

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

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

§ 4.3.2  
(Paragraphs deleted)

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

*(Paragraphs deleted)*

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Engineer shall initially 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 anytime after the programming phase is complete, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer'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 Engineer to furnish them as an Additional Service, when the Engineer requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

*(Paragraphs deleted)*

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## 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 Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer 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 Engineer 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 Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Engineer 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 Engineer'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 Engineer 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 Engineer submits the Construction Documents to the Owner, through no fault of the Engineer, 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 Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Engineer 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 Engineer in making such adjustments.

*(Paragraphs deleted)*

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Engineer 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 Engineer 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 Engineer and the Engineer'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 Engineer and the Engineer's consultants.

§ 7.3 Upon execution of this Agreement, the Engineer grants to the Owner a nonexclusive license to use the Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to this Project or any other City of Santa Fe project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Engineer shall obtain similar nonexclusive licenses from the Engineer's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for this Project or any other City of Santa Fe project. If the Engineer 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 Engineer and Engineer'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 Engineer 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 Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Engineer and the Engineer's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Engineer 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 Engineer, 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 Engineer 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 Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer 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 Engineer for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Engineer, the Engineer 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 Engineer's services and include expenses directly attributable to termination for which the Engineer is not otherwise compensated, plus an amount for the Engineer's anticipated profit on the value of the services not performed by the Engineer.

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

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Engineer 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 Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer 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 Engineer.

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

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§ 10.8 If the Engineer 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 Engineer 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 Engineer's performance under this Agreement as well as the performance of Engineer'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 Engineer. The City's decision as to whether sufficient appropriations are available shall be accepted by the Engineer 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 Engineer. 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 ENGINEER; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUB-CONSULTANTS

A. The Engineer and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Engineer, 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. Engineer shall be solely responsible for payment of wages, salaries and benefits to any and all employees or sub-consultants retained by Engineer in the performance of the services under this Agreement.

C. The Engineer shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

#### § 10.13 CONFLICT OF INTEREST

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

#### § 10.14 ASSIGNMENT: SUBCONTRACTING

The Engineer 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 Engineer 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 Engineer, 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 Engineer agrees not to purport to bind the City to any obligation not assumed herein by the City

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unless the Engineer has express written authority to do so, and then only within the strict limits of that authority.

#### § 10.16 INSURANCE

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

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

#### § 10.17 RECORDS AND AUDIT

The Engineer 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

Engineer 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 Engineer 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, Engineer shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Engineer 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.

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**10.22 NOTICES:**

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

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

ENGINEER: yet to be determined

**10.23 NEW MEXICO TORT CLAIMS ACT:**

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

**ARTICLE 11 COMPENSATION**

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

*(Paragraph deleted)*

Two hundred thirty one thousand two hundred seventy seven dollars and sixteen cents (\$231,277.16) plus tax in the amount of eighteen thousand nine hundred thirty five dollars and eighty two cents (\$18,935.81) for a total amount of two hundred fifty thousand two hundred twelve dollars and ninety eight cents (\$250,212.97)

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

all fees listed below are not-to-exceed:	
Surroundings Public Meeting	\$7,381.00
Wilson Public Meeting	\$3,259.52
Cobb Fendley Pot holes	\$8,085.00
Marron and Associates Input Synopsis	\$1,470.48
Marron and Associates FONSI Request	\$ 735.24
Santa Fe Surveying Temporary Construction Easements	\$2,750.00
Subtotal	\$23,681.24
New Mexico gross receipts tax (0.081875)	\$1,938.90

The total maximum compensation for Additional Services is twenty five thousand six hundred twenty dollars and fourteen cents (\$25,620.14), including tax.

§ 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 Engineer as follows:

none

§ 11.4 Compensation for Additional Services of the Engineer's consultants when not included in Section 11.2 or 11.3, is not applicable.

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

Programming Phase	\$102,587.32	percent (	41	%)
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Design Development Phase	\$77,566.02	percent (	31	%)
Construction Documents Phase	\$70,059.64	percent (	28	%)
<hr/>				
Total Basic Compensation	\$250,212.98	one hundred percent (	100	%)

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

**§ 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 Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 Mileage
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Public meeting recording and transcript;

*(Paragraphs deleted)*

- .4 All taxes levied on reimbursable expenses;

*(Paragraph deleted)*

- .5 Peer Review travel, lodging and food expenses during two night and one day stay in Santa Fe.6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Engineer and the Engineer's consultants shall be six thousand two hundred fifty dollars and zero cents (\$6,250.00), plus tax in the amount of five hundred eleven dollars seventy two cents (\$511.72) for a total amount of six thousand seven hundred sixty one dollars and seventy two cents (\$6,761.72), plus 0% of the expenses incurred. .

**§ 11.9 COMPENSATION FOR USE OF ENGINEER'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Engineer for its convenience under Section 9.5, or the Engineer 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 Engineer under this Agreement shall become the Owner's property, and the Engineer 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 ENGINEER**

§ 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)*

Init.

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

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

*(Paragraph deleted)*

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

not applicable

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer 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 Engineer.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Engineer
- .3 Request For Proposals '14/39/P as modified by the Wilson & Company May 22, 2014 proposal and further modified by the final fee estimate.

Exhibit A: preliminary Design Schedule

Exhibit B: Certificates of Liability Insurance

Exhibit C: List of Sub – Consultants

Init.

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

CITY OF SANTA FE:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

DATE: \_\_\_\_\_

ATTEST:

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

ENGINEER:

BY: \_\_\_\_\_  
MARIO JUAREZ-INFANTE, P.E.,  
VICE PRESIDENT

NM Taxation and Revenue CRS No.:  
02-357658-00-8  
City of Santa Fe Business Registration No.:  
14-00123166

APPROVED AS TO FORM:

\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED

*Judith Ann for*  
*6/27/14*

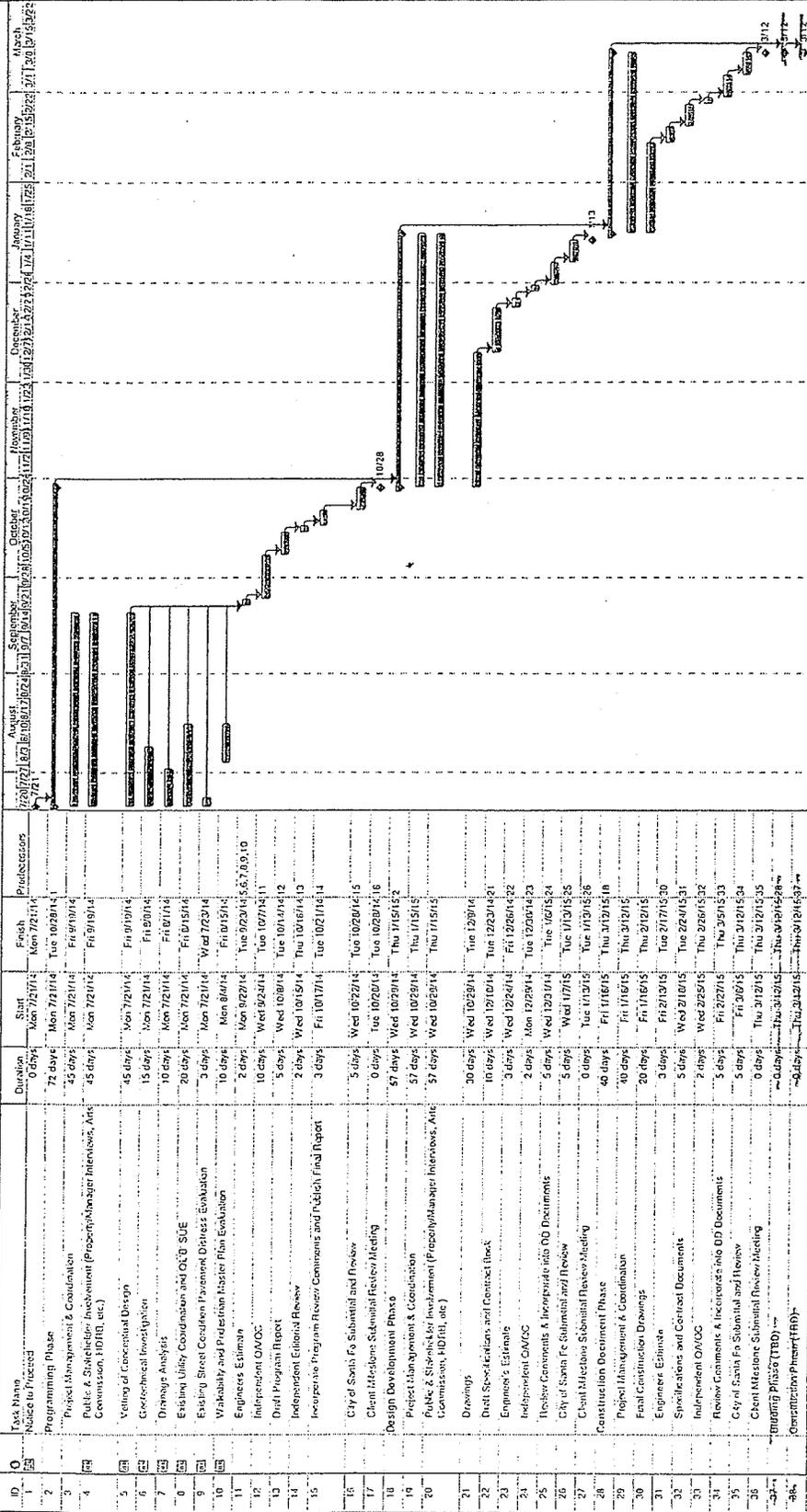
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

52412.572960  
Business Unit / Line Item  
(Table deleted)

Init.

C. Project Schedule - Preliminary Design Schedule

City of Santa Fe  
Engineering Design Services for the Downtown Transit Center  
RFP # 14/39P  
Project Schedule



tabbles

EXHIBIT

A

Task Summary

Split Milestone

Summary

Project Summary

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

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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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : St. Paul Fire and Marine Insurance Company		24767
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
3491 WILSON & CO., INC.  
ENGINEERS & ARCHITECTS  
4900 LANG AVE., NE STE. 200  
ALBUQUERQUE NM 87109

COVERAGES WILCO15 CERTIFICATE NUMBER: 13005764 REVISION NUMBER: XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	GLO 5944326	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	BAP 5944327.	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-15S38385-14-NF	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5944328	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RFP# 14/39/P. DOWNTOWN TRANSIT CENTER - SHERIDAN IMPROVEMENTS.

CERTIFICATE HOLDER

CANCELLATION

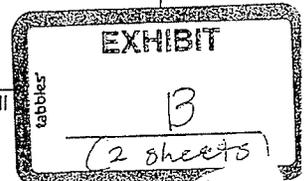
13005764

FACILITIES DIVISION, PUBLIC WORKS DEPARTMENT  
CITY OF SANTA FE  
PO BOX 909  
SANTA FE NM 87504-0909

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

*Arnold J. Foster*



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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Catlin Insurance Company, Inc	19518
INSURED 1057189 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4900 LANG AVE., NE STE. 200 ALBUQUERQUE NM 87109	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES WILCO15      CERTIFICATE NUMBER: 13005760      REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AED-675334-0615	6/1/2014	6/1/2015	\$1,000,000 PER CLAIM & \$2,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RFP# 14/39/P. DOWNTOWN TRANSIT CENTER - SHERIDAN IMPROVEMENTS.

CERTIFICATE HOLDER  13005760  FACILITIES DIVISION, PUBLIC WORKS DEPARTMENT CITY OF SANTA FE PO BOX 909 SANTA FE NM 87504-0909	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  

LIST OF SUB CONSULTANTS

Surroundings Studio LLC                      Co-Project Management, Public Involvement,  
1600 Lena Street E3                              Landscape Architecture  
Santa Fe, NM 87505

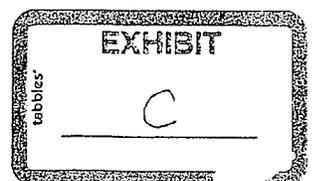
Autotroph, Inc.                                      Public Involvement, Architecture  
422 Greg Ave.  
Santa Fe, NM 87501

Cobb Fendley                                        Utilities Location & Identification  
6102 Jefferson NE, Suite B  
Albuquerque, NM 87109

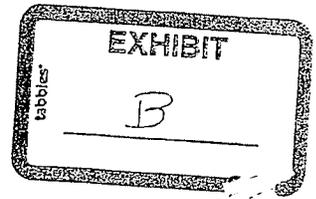
Western Technologies                              Geotechnical Engineering  
8305 Washington Place NE  
Albuquerque, NM 87113

Santa Fe Surveying Company                      Surveying  
1210 Luisa St.  
Santa Fe, NM 87505

Marron And Associates, Inc.                      Environmental Assessment  
7511 4<sup>th</sup> Street Northwest  
Los Ranchos, NM 87107



RFP '14/39/P		Engineering Design Services - Downtown Transit Center		Sheridan Improvements					
June 9, 2014		EVALUATION COMMITTEE SCORES - INTERVIEWS							
Proposing Firm: Huitf-Zollars, Inc.									
		Evaluation Committee Member							
		Robert Rodarte	Jon Buthuis	Mary MacDonald	R.B. Zaxus	LeAnn Valbez	Sandy Kassens	Total Committee	Max Score
	Weight (%)	Points	Points	Points	Points	Points	Points	Score	Score
Project Approach / Schedule	20	9	9	8	8.0	160	9	180	180
Qualifications	20	9	10	9	9.0	180	9	180	180
Experience / Past Performance	25	9	9	9	10.0	225	10	250	250
Knowledge of Local Conditions	10	8	9	8	8.0	80	9	90	100
Quality Assurance	5	9	10	10	8.0	40	10	50	50
Resource Availability	10	9	9	10	7.0	70	9	90	100
Quality of Proposal	10	9	10	9	8.0	80	9	90	100
Total Score			935.0		885.0			930.0	5,440.0
Proposing Firm: Wilson & Company, Inc.									
		Evaluation Committee Member							
		Robert Rodarte	Jon Buthuis	Mary MacDonald	R.B. Zaxus	LeAnn Valbez	Sandy Kassens	Total Committee	Max Score
	Weight (%)	Points	Points	Points	Points	Points	Points	Score	Score
Project Approach / Schedule	20	9	9.5	9	9.0	180	10	200	200
Qualifications	20	9	10	10	10.0	200	10	200	200
Experience / Past Performance	25	8	9	9	10.0	250	9	225	250
Knowledge of Local Conditions	10	9	10	9	9.0	90	10	100	100
Quality Assurance	5	9	10	10	8.0	40	10	50	50
Resource Availability	10	9	9	9	8.0	80	9	90	100
Quality of Proposal	10	9	10	10	9.0	90	10	100	100
Total Score			875.0		935.0			990.0	5,640.0





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

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

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

2 Name of Contractor Wilson & Company, Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$282,594.83

Termination Date: August 31, 2015

- Approved by Council Date: (pending)  
 or by City Manager Date: \_\_\_\_\_

**Contract is for:** Engineering design services for completed construction drawings and specifications for Downtown Transit Center and other street improvements on Sheridan Ave.

Amendment # \_\_\_\_\_ 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 \$ \_\_\_\_\_ 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: \$ 282,594.83





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

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

RFP  RFQ  Sole Source  Other

6 Procurement History: First year of one year contract.  
example: (First year of 4 year contract)

7 Funding Source: Downtown Transit Center / WIP Design BU/Line Item: 52412.57296

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

9 Staff Contact who completed this form: Mary MacDonald *MM* Phone # 955-5934

Division Contract Administrator: David Pfeifer

Division Director: David Pfeifer, Facilities Division Director *David Pfeifer*

Department Director: Isaac J. Pino, P.E., Public Works Department Director

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 Request For Proposals '14/39/P made this a competitive selection based on qualifications, followed by negotiations to reduce the proposed cost.

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?: This project requires extensive engineering, architectural, and other highly specialized professional services.

15 If extending contract, why?: N/A

16 Was a Santa Fe company awarded contract? If not, why?: No; the one proponent received the lowest evaluation score.

17 Has the contract has been approved as to form by City Attorney's Office?: pending - will be by Finance Committee

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

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Catlin Insurance Company, Inc	19518
INSURED 1057189 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4900 LANG AVE., NE STE. 200 ALBUQUERQUE NM 87109	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES WILCO15 CERTIFICATE NUMBER: 13005760 REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AED-675334-0615	6/1/2014	6/1/2015	\$1,000,000 PER CLAIM & \$2,000,000 ANNUAL AGGREGATE

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RE: RFP# 14/39/P. DOWNTOWN TRANSIT CENTER - SHERIDAN IMPROVEMENTS.

CERTIFICATE HOLDER

CANCELLATION

13005760 FACILITIES DIVISION, PUBLIC WORKS DEPARTMENT CITY OF SANTA FE PO BOX 909 SANTA FE NM 87504-0909	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 
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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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: St. Paul Fire and Marine Insurance Company	24767
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES WILCO15 CERTIFICATE NUMBER: 13005764 REVISION NUMBER: XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	GLO 5944326	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	BAP 5944327.	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-15S38385-14-NF	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5944328	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RFP# 14/39/P. DOWNTOWN TRANSIT CENTER - SHERIDAN IMPROVEMENTS.

CERTIFICATE HOLDER	CANCELLATION
13005764 FACILITIES DIVISION, PUBLIC WORKS DEPARTMENT CITY OF SANTA FE PO BOX 909 SANTA FE NM 87504-0909	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 