

CITY OF SANTA FE



"REQUEST FOR PROPOSALS"

PROFESSIONAL DESIGN SERVICES

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

RFP # '15/42/P

PROPOSAL DUE:

JUNE 24, 2015

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" SANTA FE,

NEW MEXICO 87505

TABLE OF CONTENTS

Advertisement for Proposals_____	1
Proposal Schedule _____	2
Information to Proponents_____	3
Special Conditions_____	8
Scope of Services_____	9
Submittal Requirements _____	28
Evaluation Criteria & Committee Members_____	32

Exhibits:

1. Project Location Map with existing amenity locations to be remodeled
2. Preliminary potential expansion and remodeling areas map
3. Instructions Relating to Local Preference Certification Form
4. Local Preference Certification Form
5. Work-Hour Schedule Form
6. Design Cost Summary Form
7. Minimum Wage Ordinance
8. Resident Veterans Preference Certification
9. Sample Contract

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '15/42/P

Proposals will be received by the City of Santa Fe (City) and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, June 24, 2015.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring Professional Design services for the following:

**CIP# 408D - SALVADOR PEREZ PARK PARKING LOT, CONCESSION
BUILDING AND ASSOCIATED WORK**

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

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets and associated digital reference materials are available by contacting: Jason M. Kluck, City of Santa Fe, Facilities Development Office, 2651 Siringo Road, Building "E" Santa Fe, New Mexico, 87505, (505) 955-5937, jmkluck@santafenm.gov.



Robert Rodarte, Purchasing Director

Received by the Santa Fe New Mexican Newspaper on: 05/22/15
To be published on: 05/28/15

Received by the Albuquerque Journal Newspaper on: 05/22/15
To be published on: 05/28/15

PROPOSAL SCHEDULE

RFP # '15/42/P

- | | | |
|-----|--|--|
| 1. | Advertisement | May 28, 2015 |
| 2. | Issuance of RFP'S | May 28, 2015 |
| 3. | Pre-proposal Meeting
(Mandatory) | June 11, 2015
3:00 p.m. Facilities Division
Conference Room
2651 Siringo Rd., Bldg. "E"
Santa Fe, New Mexico 87505 |
| 4. | Receipt of proposals | June 24, 2015
2:00 p.m. local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 5. | Evaluation of proposals | July 9, 2015 |
| 6. | Interviews (If Necessary) | July 16, 2015 |
| 7. | Fee/Schedule Negotiation | July 23, 2015 |
| 8. | Recommendation of award
to Public Works Committee | August 10, 2015 |
| 9. | Recommendation of award
to Finance Committee | August 17, 2015 |
| 10. | Recommendation of award
to City Council | August 26, 2015 |

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 24, 2015.

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

Request for Proposal #: '15/42/P

Title of the proposal: **CIP# 408D - SALVADOR PEREZ PARK PARKING LOT, CONCESSION BUILDING AND ASSOCIATED WORK**

Name and address of the proponent.

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

2. PREPARATION OF PROPOSAL

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

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

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Director, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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

4. LAWS AND REGULATIONS

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

5. METHOD OF AWARD

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

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

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

7. RESIDENT and LOCAL PREFERENCE

INTENT AND POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who

contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

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

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

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

NON-APPLICATION-COMPETING IN-STATE BIDDERS

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

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

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

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

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

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

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

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

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

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

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

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first

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

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

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

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

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

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

New Mexico Resident Preference Number (if applicable)_____

8. PROTESTS AND RESOLUTIONS PROCEDURES

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

SPECIAL CONDITIONS

1. GENERAL

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

2. ASSIGNMENT

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

3. VARIATION IN SCOPE OF WORK

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

4. DISCOUNTS

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

5. TAXES

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

6. INVOICING

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

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

7. METHOD OF PAYMENT

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

8. DEFAULT

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

suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

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

10. NON-COLLUSION

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

SCOPE OF SERVICES
'15/42/P

A. BACKGROUND AND SUMMARY

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

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

SITE EVALUATION AND PLANNING (MASTER PLANNING)

- a. Establish a site evaluation and planning documents (Master Plan) based on the needs indicated in the Bond Implementation Plan and in conjunction with the stakeholders and interested parties involved in the planning process and on agreed to recommendations by the consultant.
 - (1) Identify existing utility infrastructure and services available for extension and/or upgrade and any required new infrastructure and services needed to meet the program criteria.
 - (2) Recommend optimal locations and configurations of amenity layout including parking lot(s), lighting, buildings, playground(s), landscaping & irrigation, access paths/drives and any associated utility service and drainage features.
 - (3) Assess any environmental, traffic and development impact matters needing consideration and incorporate the required measures into the design.

- b. Provide Master Plan Report that analyzes and provides options and recommendations including probable cost estimates for the areas of work identified in the Bond Implementation Plan and as follows:
 - (1) Expansion, remodeling and improvements to the existing east parking areas & driveway and associated lighting and security features

- (2) Concession Stand/Toilet/Storage Facility (located to avoid requirement for booster or ejector pumps or any unconventional, difficult to maintain systems) including associated lighting and security features and demolition or repurposing of the existing concession/storage buildings
- (3) Remodeling and improvements to the existing playground areas to bring them into compliance with current safety and accessibility standards at minimum.
- (4) Improve sloped area east of the existing soccer field with approved grasses, vegetation, landscaping elements and associate irrigation.
- (5) Remodel and/or improve circulation and service routes, paths and drives associated with the above improvements as required for function and ADA accessibility compliance.
- (6) Other landscaping and irrigation work related to the above improvements
- (7) Associated drainage, public safety and accessibility measures and temporary and permanent erosion measures
- (8) Verify and address any public safety and ADA accessibility deficiencies, needed repairs and improvements to accessory amenities or elements associated with the above improvements.
- (9) Utility infrastructure and required service improvements associated with the above improvements including provision for extension and considering optimal cost/benefit

DESIGN AND CONSTRUCTION DOCUMENTS

- a. Design and develop construction documents for agreed upon improvements to the existing facility based on the criteria established in site evaluation and planning phase and scope feasibility as projected from the probable costs.
- b. Provide for all required document, scope and associated approvals.

BIDDING, PERMITTING & CONSTRUCTION ADMINISTRATION

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

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

B. BASIC FIRM QUALIFICATIONS

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

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

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

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

5. Quality Control

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

6. Timely Performance

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

C. SCOPE OF WORK

The Scope of Work is all basic design services and tasks the consultant shall accomplish in accordance with the criteria detailed herein and required to complete the Project Scope.

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

1. Review the existing facility including visual inspection of critical elements to itemize and record the specific needs, take photographs and measurements and gather any other information, perform investigations, provide for sampling or testing and associated fees as deemed necessary by the design professional, sub-consultants or City to assess the applicable design criteria, recommended construction scope and to complete the required construction documents.
2. Provide design strategy and construction budgeting recommendations to authorized City Staff, and as appropriate, to stakeholders regarding all conclusions made under Scope of Work item 1 above.
3. Consult with authorized City Staff to determine the exact scope of improvements at the facility.
4. Provide a preliminary detailed design services schedule including the anticipated timeline to completion of each document set for the related phase or scope and work with the City to determine exact schedule and deadlines for review and final documents.
5. Work with authorized City Staff to itemize and gather all available existing conditions information, plats, surveys, facility plans, etc. required to complete the design, construction documents and permit packet.
6. Provide other necessary surveys, plans, etc. and develop construction documents suitable for bid, permit and contract stamped and signed by the required New Mexico licensed design professionals covering the scope of services and complying with all applicable current codes adopted by the City, County and State of New Mexico.
7. Provide the City with hard copy full sized sets of as designed and constructed record drawings and electronic files of all record drawings and specifications. The drawings shall be submitted in AutoCAD format (version 2013 or earlier) in a print ready state and in PDF format with each drawing sheet as a separate file, all labeled to clearly indicate the sheet number. Drawings shall be created in a vector based drafting program. If the Consultant utilizes a program other

than AutoCAD, the drawing files shall be uniformly and completely converted as necessary with all information intact and readily manipulated in the AutoCAD format. This submittal shall be a requirement of final payment in full for this scope of design services.

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

- a) Scheduling and attending all design and construction progress meetings
- b) Scheduling and coordinating site visits and walk-throughs
- c) Scheduling, coordinating and acting as Owner's agent at all Public meetings
- d) Scheduling, coordinating and acting as Owner's agent at all meetings with concerned bureaus, agencies and departments
- e) Provide for all document processing and filing and associated fees (Contractor will pay construction permitting fees).
- f) Preparing displays and other information for up to three public meetings
- g) Writing meeting agendas, coordinated with City Staff as appropriate
- h) Writing draft addenda for City use in issuing addenda.
- i) Writing design review reports
- j) Writing design team meeting reports (minutes)
- k) Distributing all reports, plans and documents
- l) Drafting and coordinating plan and specification revisions
- m) Providing monthly progress reports for design, utilities, environmental, and construction
- n) Providing periodic progress presentations to the City, local elected officials and outside agencies or authorities (e.g. User groups, City Staff, Department & Division Directors, City Council, City Committees, County, State and Federal authorities, other interest groups or agencies, etc.)

DESIGN PHASE SUMMARY

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

1. Environmental and Utility Investigations and Documentation
2. Location Survey, Mapping and Document collection
3. Coordination with City, County and State agencies as required to assess project feasibility and approval requirements
4. Site Evaluation and Planning development in conjunction the with the interested parties

5. Site Evaluation and Planning report document, presentation and probable cost estimate for each area of work for review and approval

DESIGN PHASE II – DESIGN & CONSTRUCTION DOCUMENT DEVELOPMENT

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

PHASE III – BIDDING, PERMITTING & CONSTRUCTION SERVICES

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

DESIGN PHASE DETAIL

PHASE I – SITE EVALUATION AND PLANNING (MASTER PLAN)

1. Initial Investigation and Coordination

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

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

- A. Conduct strategic start-up meeting with the project team including key City Staff to confirm scope, schedules, deliverables, communications procedures and channels and the project team meeting schedule.
- B. Any initial assessments required for comprehensive planning that may include environmental studies, field surveys, utilities mapping, any associated research and discovery and coordination with any relevant or interested agencies or authorities.
- C. Meet with City Parks and Facilities Staff and stakeholders to determine dimensional and operational requirements and preferences.

2. Environmental Investigations and Documentation

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

- a) Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- b) Conduct a biological survey and prepare a biological memorandum.
- c) Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- d) Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- e) Complete a US Army Corps of Engineers Nationwide Permit Application form.
- f) Submit the biological technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- g) Public involvement, including meetings and preparation of comment forms.
- h) Noise, air and lighting technical analyses.
- i) Impacts to prime or unique farmlands or farmland of statewide or local importance.
- j) Biological or hazardous materials issues.

- k) Provide FONSI Request and documentation

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

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

3. Survey & Mapping

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

- a) Location of all existing, substantial natural and man-made surface features, buildings or anchored signs and equipment inside the area of the property including all visible utilities and walls/fences
- b) Ground elevations in contour increments of one foot
- c) Recorded metes and bounds of the property
- d) Property lot name or number and acreage
- e) Monument tie recognized by the City of Santa Fe
- f) Surface drainage flow lines
- g) Any overhead features in the property or frontage
- h) All substantial trees in the area of proposed work, flagged & numbered, demonstrating species and accurate drip line diameter
- i) Spot elevations noted on corners, centers, etc. of all man-made features in or near the ground plane, including culvert inverts
- j) Control points indicated on the survey plat and clearly marked & flagged in the field
- k) All field shots and data included in the CAD file and on separate layers.
- l) Stamped and signed original survey drawings on mylar at no smaller than 1:50 scale, oriented north or east and the associated digital CAD file compatible with AutoCAD 2013.
- m) Any other information required to meet or exceed the Minimum Standards for Land Surveying in New Mexico set forth by the New Mexico Board of Registration for Professional Engineers and Surveyors effective latest publication.

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

4. Utility Investigations and Documentation

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

5. Site Evaluation and Planning

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

- a) City, User groups and Community input process as required
- b) Demand analysis of existing and proposed/future amenities and facilities
- c) Integration of new services/amenities with existing functions, amenities, operations, budget and related planning
- d) Prioritizing demand and opportunities with budget cost/benefit analysis
- e) Phasing maps, charts, data and support materials
- f) Analysis of service, operation and maintenance needs and impact
- g) Recommendations and implementation strategies documented in a final report for City review and approval.
- h) Probable cost estimates for each area of work identified in the Bond Implementation Plan.

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

6. Coordination

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

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

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

PHASE II – DESIGN AND CONSTRUCTION DOCUMENT DEVELOPMENT

1. Subsurface Utility Engineering & Project Utilities

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

2. Drainage Analysis

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

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

C. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula “C” calculations

- Time of concentration calculations
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- CME's required to construct the structures
- Summary table of recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

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

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

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

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

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

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

3. Geotechnical Investigations

A. Geotechnical Services - General

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

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

Geotechnical Investigation and Laboratory Testing

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

Geotechnical Design Recommendations

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

- a) Stabilization/densification of unsuitable embankment or native soils
- b) Slope stability/steepened slope design
- c) Mitigation of settlements
- d) Rock excavation and blasting requirements
- e) Maximum cut slope angles in soil and rock
- f) Suitability of foundation soils or rock to support the road and light poles and shade structures included in Phase I scope of work.
- g) Shrink and swell factors of earthwork
- h) Groundwater affecting the project/need for cut-off trenches
- i) Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report

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

Approach Embankment Analysis

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

4. Schematic Design Plans

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

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

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

D. Schematic Design Review

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

5. Public Involvement

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

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings)

including any amendments to this section of the code subsequently approved by the City Governing Body, published, codified and under enforcement by the date of any required application to this project.

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

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

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

7. 90% Final Construction Documents

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

A. General

- a) Title sheet w/ City information, vicinity map and sheet index
- b) Project layout sheet
- c) Summary of quantities
- d) General notes, design data, abbreviations and incidental items
- e) Environmental Concerns and Mitigation Measures
- f) Surveys and plats
- g) Traffic Plan with Warning Signs
- h) Project Signage

B. Civil

- a) Typical sections
- b) Typical details
- c) Demolition plans
- d) Quantities
- e) Curb and gutter layout
- f) Erosion and sediment control
- g) Grading plans
- h) Grading profiles
- i) Drainage plans and details
- j) Structural sections
- k) Applicable Utilities and systems plans and details
- l) Paving, Signage and striping plan and details

C. Architectural

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

D. Structural

- a) Comprehensive concession building plans, details schedules and diagrams
- b) Lighting mast plans, details, schedules and diagrams
- c) Other incidental structural documents

E. Mechanical

- a) Comprehensive concession building plans and details
- b) Applicable utilities and systems plans, details, schedules and diagrams

F. Plumbing

- a) Comprehensive concession building plans and details
- b) Applicable utilities and systems plans, details, schedules and diagrams

G. Electrical

- a) Comprehensive concession building plans and details
- b) Applicable utilities and special systems plans, details and diagrams
- c) Lighting plans, details, schedules and diagrams (Lighting should be designed to minimize night sky pollution.)

H. Fire Protection & Special Systems

- a) Comprehensive concession building plans and details
- b) Applicable Utilities and systems plans, details and diagrams including Tel/Data infrastructure

I. Landscape Plans

- a) Overall and enlarged site plans and details
- b) Landscaping plans and details
- c) Irrigation plans and details (Irrigation control should be compatible with Irritrol Centralize Control including Motorola HF Standard. Preferred equipment: Hunter heads and Irritro Valves.)

8. Design Reviews

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

PHASE IV – BIDDING, PERMITTING & CONSTRUCTION SERVICES

1. Construction Bid Documents

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

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

- ii. TWENTY (20) half-size plan sets
- iii. One (1) paper and electronic copy of the final cost estimate
- iv. Electronic files (pdf's) of all final design drawings
- v. TWENTY (20) bound final sets of complete bidding documents, including wage rates and signed advertisements

2. Bidding & Contract

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

3. Permitting

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

4. Construction Services

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

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

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

- A. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
- B. Bi-Weekly construction observation, oversight, inspection and diary entry;
- C. Construction administration services including:

- D. Construction Engineering Technical Support;
- E. Review of Construction Contractor material submittals or shop drawings;
- F. General project review and response to Construction Contractor's requests for information and clarification;
- G. Change order review and preparation;
- H. Claims review, documentation, and correspondence;
- I. Provide As-Constructed Quantities;
- J. Receive, review and approve progress payments (to be forwarded to the City);
- K. Preparation and authorization of field inspections and punch lists; and
- L. Two-year warranty inspection and report
- M. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in PDF & AutoCAD format (version 2013 or earlier).

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

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

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

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

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

SUBMITTAL REQUIREMENTS '15/42/P

SUBMITTAL PACKET

Seven copies of the proposal packet shall be submitted. The packet should be as concise as possible. The submittal should include the work team members' names and classification for all services to be performed including sub-consultants. It will be used to evaluate the proponents' level of understanding of the described project scope and the amount of work to be performed by the prime consultant versus sub-consultants.

WORK-HOUR ESTIMATE

A detailed work-hour (or man-hour) estimate for each design phase must be submitted for all services to be performed including supplemental services, if any. It will be used to evaluate the proponents' level of understanding of the described project, the completeness of level of effort proposed to accomplish the design and the amount of work to be performed by the prime consultant versus sub-consultants.

This estimate should entail the hours to be dedicated for each category, which will be anticipated to complete the project. The estimate should be accurate and reasonable, as it will be the basis for the final fee negotiation. *The work-hour estimate must relate directly to key tasks and phases described in your work plan and schedule and shall be broken down for each component of the project listed by classes of labor, i.e., Engineer, Architect, Surveyor, Technician, Drafting, Clerical, etc.*

The Work-Hour Schedule format, attached as Exhibit 5, shall be used to summarize work-hours for each phase of the project and made part of the proposal.

PROFESSIONAL FEE ESTIMATE / PROPOSAL

The fee estimate shall be broken out to show the individual fees for the following design scopes including applicable sub-tasks and design of all required improvements to and modification of existing conditions associated with these scopes:

- (1) Site evaluation and Planning (Master Planning)
- (2) Expansion, remodeling and improvements to the existing east parking areas & driveway and associated lighting and security features
- (3) Concession Stand/Toilet/Storage Facility (located to avoid requirement for booster or ejector pumps or any unconventional, difficult to maintain systems) including associated lighting and security features and demolition or repurposing of the existing concession/storage buildings
- (4) Remodeling and improvements to the existing playground areas to bring them up to current safety and accessibility standards at minimum.
- (5) Improve sloped area east of the existing soccer field with approved grasses, vegetation, landscaping elements and associate irrigation.

A detailed fee estimate, or cost summary, along with the work plan, scope of work and work-hour schedule, will be the basis for negotiating a final fee and scope of services. ***The estimated fees for each phase (one cost summary per phase) shall be compiled on City of Santa Fe Design Cost Summary Forms, attached as Exhibit 6.***

PROJECT SCHEDULE

The project schedule will be negotiated with the highest scoring proponent. Therefore, no schedule is required as part of the proposal package.

STATEMENT OF QUALIFICATIONS

Proposals shall provide responses to the following items to describe the consultant and major sub consultant firms' organization, capabilities, specialties, experience, and local knowledge. Major sub consultants are firms who would be performing 25% or more of the work.

Firm Data

1. Official Name of Business
2. Types of Services provided
3. Legal Form
 - a. Individual, partnership, corporation joint venture, or other
 - b. Date of establishment under current name.
 - c. Former names, locations, dates.
 - d. Names, titles, professional registration, addresses of firm owner, partners or officers.
 - e. Categories in which firm is legally qualified to do business in New Mexico.
4. Firm Size – State the current number and type of regular full time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm?
5. Facilities – State the location and describe the office or that would be performing the majority of the work for this project. Describe the equipment available for use on this project.

RESOURCE AVAILABILITY

Describe the consultant and major sub consultant firms' current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects (i.e. subcontractor for structural design, landscape design, etc.).

KNOWLEDGE OF LOCAL CONDITIONS

Demonstrate recent knowledge and experience with City projects, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions & seasonal requirements, and cost estimating in the general project area, i.e., Santa Fe Regional Area.

PAST PERFORMANCE

Discuss recent experience of the firm and project team on projects similar to this project. List particular projects, their completion dates in comparison to original schedule, final construction cost vs. construction cost estimate, amount and nature of change orders, owner/client contacts (including telephone numbers). Include photographs of completed projects. Describe your firm's expertise and familiarity with procedural and regulatory requirements that may be applicable to this project.

PROJECT TEAM AND RELATED EXPERIENCE

1. Present the organizational chart for the project team for all phases of the project work, with the names of the specific team members; their assigned tasks or area of expertise, and the percentage of time they will be assigned to the project. Include construction inspector.
2. If the proposing Consultant plans to use other consulting firms to accomplish parts of the work, for each sub consultant list the firm, the firm's location, the licensed professional at the firm who would be responsible for the work and their area of expertise, and the approximate percentage of the overall work they would be performing. If the sub consultant firm has multiple offices, specify at which office the work for this project would be performed.
3. Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
4. Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
5. Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project be present to participate in the interview. Interviewed firms who are not accompanied by key design personnel will receive a lower score.

ASSOCIATIONS

The City of Santa Fe desires to contract with only one principal design firm for this project; however, the use of specialty firms for electrical engineering, surveying, soils investigations, etc. is recognized.

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

RESUMES/BACKGROUND

For sake of uniformity, submit the resumes of key members of the project team, including sub consultants, for design, project management and construction administration using the following format:

- Name and Title
- Specialized Professional Competence (include advanced degrees & licenses and numbers, if applicable)
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background and Education
- Any suspension or revoking of professional registration and reason
- Any lawsuits related to professional projects that the individual has been a party to in the last five years

PROPOSAL FORM

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

- A. Table of Contents
- B. Detailed Work Plan Based on Scope of Work
- C. Quality Assurance Plan
- D. Statement of Qualifications (Firm Data, Resource Availability, Knowledge of Local Conditions, Past Performance, Project Team and Related Experience, and Associations)
- E. Errors and Omissions Insurance Certificate

- F. Any Additional Pertinent Information
- G. Resumes
- H. Work-Hour Schedule per phase and Work-Hour Schedule Summary
- I. Design Cost per phase and Design Cost Summary

The proposal shall be limited to 25 pages for item “A” through “E” (a two sided sheet counts as one page). The smallest acceptable pitch is 12 point with nominal 1” margins and normal line spacing. Additional information, resumes, and fee proposal pages are unlimited. However, bear in mind that there is a practical limit to how much material selection team members can review in a limited time. Label each item clearly.

NOTE: PROPOSALS NOT CONFORMING TO THE SUBMITTAL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

ERRORS AND OMISSIONS INSURANCE

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

COMPLIANCE WITH CITY OF SANTA FE MINIMUM WAGE ORDINANCE

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

EVALUATION CRITERIA AND WEIGHTED VALUES

RFP# '15/42P

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

NAME OF CONSULTANT FIRM: _____

EVALUATION CRITERIA:

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

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
Proposed Fee: Does the proposed design fee(s) accurately reflect the requested scope of work? Does the fee appear disproportionately high or low?	15			150
Project Understanding & Approach: Consider the proposed approach and methodology to project tasks. Does the proponent have a sufficient comprehension of the project scope, the necessary project tasks and the project constraints?	15			150
Project Team Experience, Training, & Education: Consider the technical training, education and experience of the proposed project team and the firm. Do the qualifications of the proposed team relate with the specific technical needs of project assignments?	10			100
Past Performance: Consider the work quality (competent designs, cost estimating and accurate plans), cost controls, and ability to adhere to schedule, demonstrated on previous work for the City or other entity.	15			150

Knowledge of Local Conditions: Is the firm and project team familiar with local neighborhood issues, local design and construction practices? Do they have familiarity with the project site, and environmental and regulatory requirements applicable to this site?	10			100
Quality Assurance: Consider the proponents' quality control as related to schedule compliance, cost controls, and plan verification. Did they provide a detailed description of their quality control process?	15			150
Quality of Proposal: Is the proponent's knowledge and ability for this project clearly and concisely conveyed? Is all the information readily available and present?	10			100
Resource Availability: Consider the work load of the firm and of the proposed project team. Are adequate personnel, equipment, and facilities proposed? Also consider the size of the proponent's staff related to the volume of work proposed under this project.	10			100
Total Score	100			1000
Multiply the Total Score by factor of 1.10 if company has an approved local preference certification form included with proposal:				1100

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

SELECTION COMMITTEE EVALUATOR

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

DEPARTMENT & DIVISION: _____

EVALUATION COMMITTEE MEMBERS

The committee may consist of representatives from various City departments, divisions or entities.

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

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

Interviews, at the option of the City, will be scheduled for the top three rated firms, if deemed necessary. They will consist of a 30 minute presentation by the Proponent, and a 15 minute question and answer period. If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

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

EXHIBIT 1

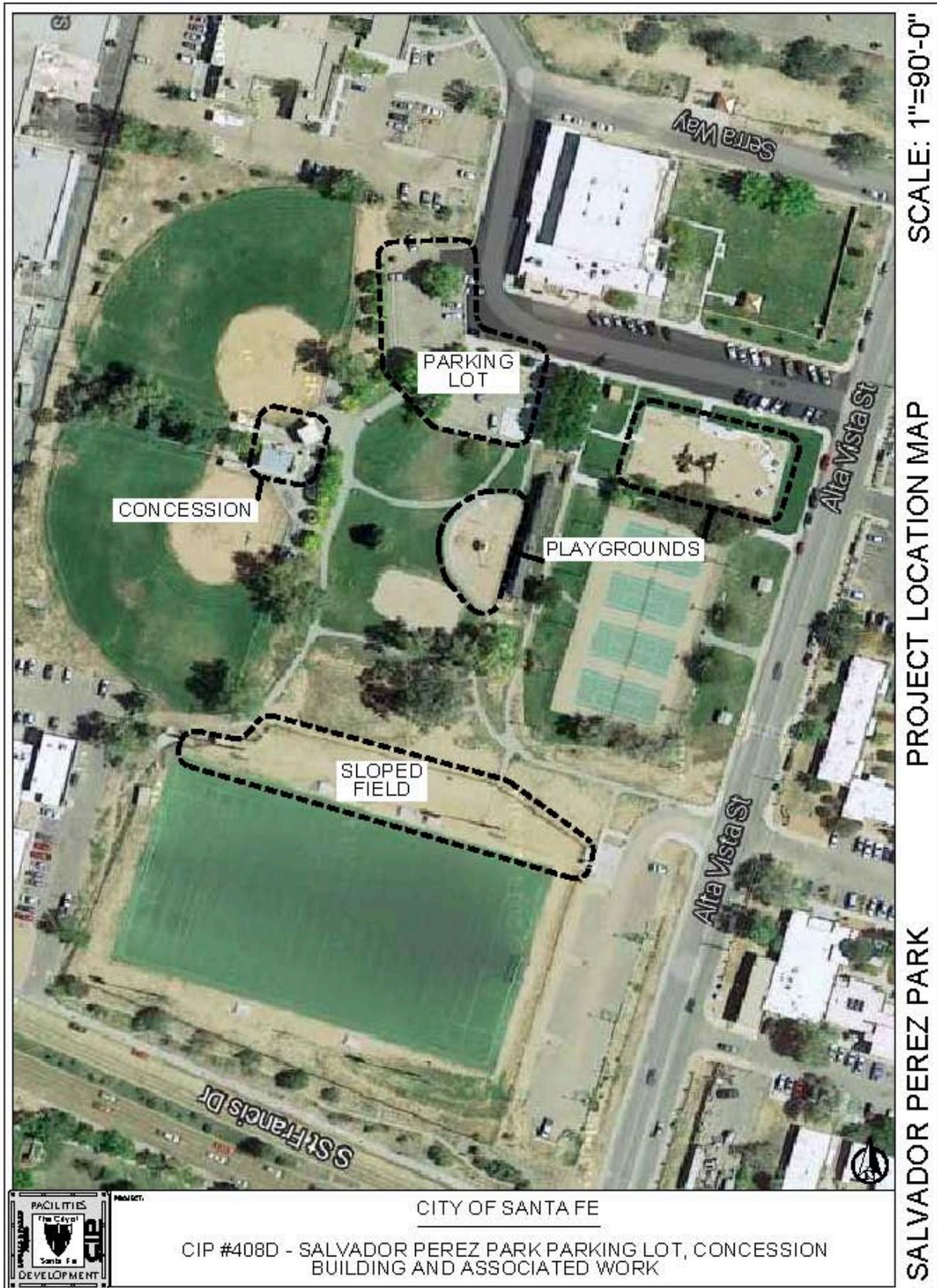
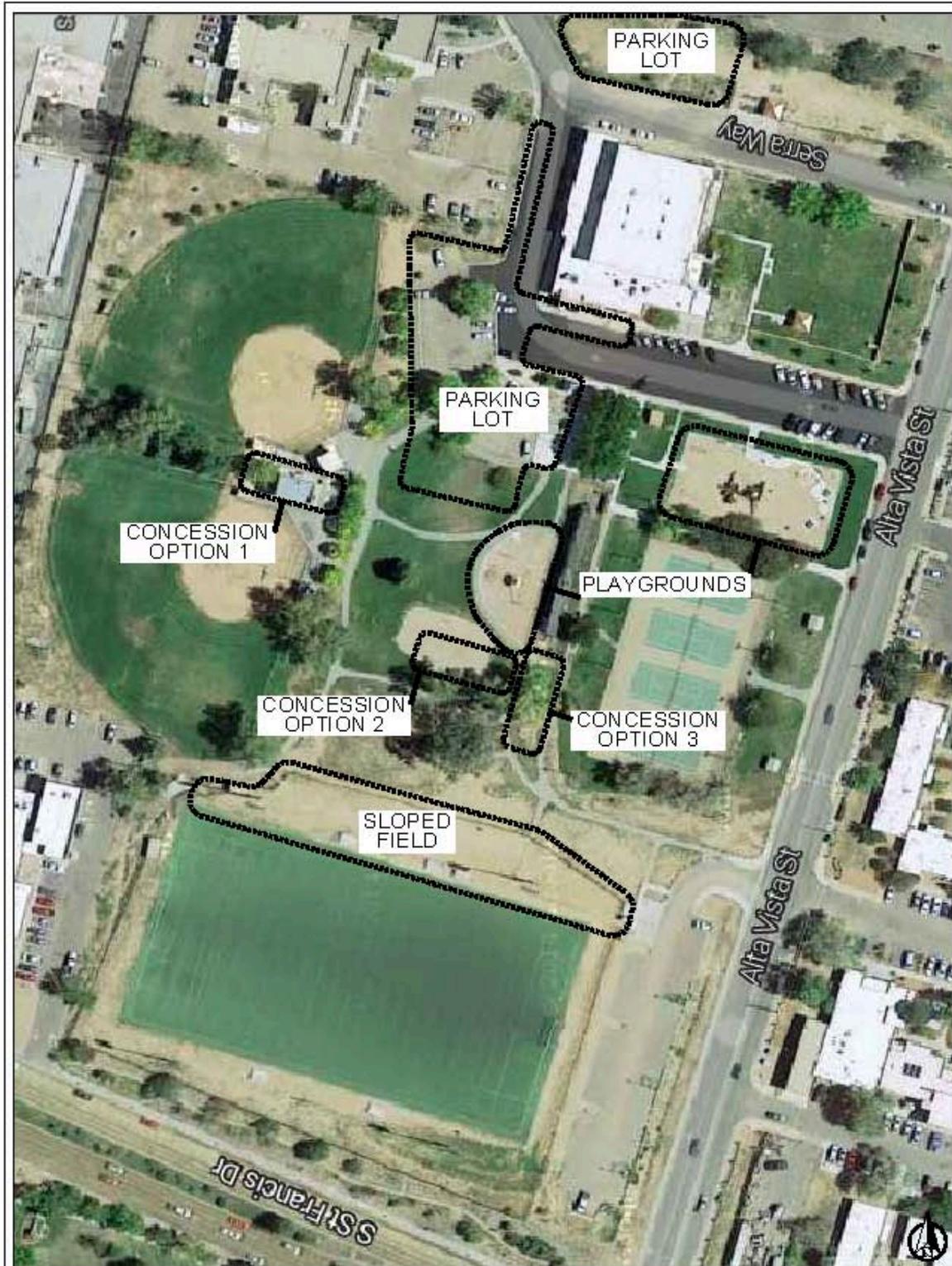


EXHIBIT 2



SCALE: 1"=90'-0"

REMODELING & EXPANSION AREAS

SALVADOR PEREZ PARK



PROJECT:

CITY OF SANTA FE

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

EXHIBIT 3

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

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

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

EXHIBIT 4

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
 Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

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

My commission expires _____

Notary Public

SEAL

EXHIBIT 5

WORK-HOUR SCHEDULES	
Design Services	
Project Assignment: _____	
Activity	Estimated Work-Hours
Site Evaluation & Planning (Master Planning)	
1. Environmental & Utility Investigations and Documentation	
2. Location Survey, Mapping and Document collection	
3. Coordination with Governmental agencies	
4. Master Plan Development	
5. Master Plan Report	
Total for Programming & Master Planning Phase	
Schematic Design Phase	
1. Utility Engineering	
2. Drainage Analysis	
3. Geotechnical Investigations	
4. Schematic Design	
5. Continued Coordination & Interaction with Gov. Agencies	
6. Public Involvement	
7. Probable Cost Estimate	
Total for Schematic Design	
Design Development & Construction Documents	
1. 60% Design	
2. 90% Design	
3. 100% Construction Bid & Permit Documents	
Total for Design Development & Construction Documents	
Bidding, Permitting & Construction Services	
1. Construction Bid Document Preparation and Bidding	
2. Construction Contract coordination	
3. Permitting	
4. Construction Administration	
Total for Bidding, Permitting & Construction Services	
Total for Project Construction Phase I Design Services	
Total Estimated Consultant-Hours	

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

EXHIBIT 6

CITY OF SANTA FE, NEW MEXICO, PUBLIC WORKS DEPARTMENT

DESIGN SERVICES COST SUMMARY PART 1 - GENERAL				
1. NAME OF PROJECT:			2. CIP #:	
3. NAME OF CONTRACTOR:			4. DATE OF PROPOSAL:	
5. ADDRESS OF CONTRACTOR:		6. TYPE OF SERVICE TO BE FURNISHED:		
		A. WORK ELEMENT:		
PART 2 – COST SUMMARY BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL:				
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
OVERHEAD TOTAL:				
9. FEE OR PROFIT (show rate and base)				
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
SUBCONTRACTOR TOTAL:				
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:				
12. TRAVEL			ESTIMATED COST	
A. transportation:				
B. per diem:				
TRAVEL TOTAL:				
13. OTHER REIMBURSABLE COST			ESTIMATED COST	
OTHER REIMBURSABLE TOTAL:				
SUBTOTAL ITEMS 7-12:				
14. GROSS RECEIPTS				
15. TOTAL PRICE				
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		FACILITIES DIVISION

EXHIBIT 7

City of Santa Fe

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

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

Who it affects:

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

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.84 effective March 1, 2015.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

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

Enforcement and Remedies:

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

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

Posting and Publication:

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

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

EXHIBIT 8

(00 4535) RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT 9

EXAMPLE AIA CONTRACT FOR PROPOSAL PURPOSES ONLY



AIA[®]

Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

FOR REQUEST FOR PROPOSAL (RFP) PURPOSES ONLY

AGREEMENT made as of the day of in the year 2015

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

and the Design Professional:

yet to be determined

for the following Project:

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

The Owner and Design Professional agree as follows.

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

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

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

Init.

(Paragraph deleted)

Exhibits TBDARTICLE 1 INITIAL INFORMATION

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

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

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

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

.1 Commencement of construction date:

The construction commencement date is yet to be determined.

.2 Substantial Completion date:

Not available; See 1.2.1 above.

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

ARTICLE 2 DESIGN PROFESSIONAL'S RESPONSIBILITIES

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

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

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

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

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

.1 General Liability

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

.2 Automobile Liability

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

.3 Workers' Compensation

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

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:37:19 on 04/23/2015 under Order No.2014561723_1 which expires on 02/09/2016, and is not for resale.

User Notes:

(1362253690)

.4 Professional Liability

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

ARTICLE 3 SCOPE OF DESIGN PROFESSIONAL'S BASIC SERVICES

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

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

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

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

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

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

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

(Paragraph deleted)

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

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

depths. All the information on the survey shall be referenced to a Project benchmark and completed in accordance with the requirements indicated in Exhibit TBD.

§ 3.2 SITE EVALUATION AND PLANNING SERVICES

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

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

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

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

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

Services Description	Responsibility	Location of Service
§ 3.2.5.1 Program Analysis	Design Professional	Section 3.2.6
§ 3.2.5.2 Site Analysis and Selection	Design Professional	Section 3.2.6
§ 3.2.5.3 Site Context	Design Professional	Section 3.2.6
§ 3.2.5.4 Cultural Factor Analysis	Design Professional	Section 3.2.6
§ 3.2.5.5 Historic Resource Inventory	Design Professional	Section 3.2.6
§ 3.2.5.6 Site Development Planning	Design Professional	Section 3.2.6
§ 3.2.5.7 Detailed Site Utilization Studies	Design Professional	Section 3.2.6
§ 3.2.5.8 Utility Studies	Design Professional	Section 3.2.6
§ 3.2.5.9 Environmental Studies	Design Professional	Section 3.2.6
§ 3.2.5.10 Geotechnical Studies	Design Professional	Section 3.2.6
§ 3.2.5.11 Design Guidelines	Landscape	Section 3.2.6
§ 3.2.5.12 Parking and Circulation Analysis	Design Professional	Section 3.2.6
§ 3.2.5.13 Economic Analysis	Design Professional	Section 3.2.6
§ 3.2.5.14 Estimate of the Cost of the Work	Architect	Section 3.2.6

Init.

§ 3.2.5.15 Planning and Zoning Analysis	Design Professional	Section 3.2.6
§ 3.2.5.16 Meetings and Presentations	Design Professional	Section 3.2.6
§ 3.2.5.17 Other related items indicated in the Project RFP	Design Professional	Section 3.2.6

(Paragraphs deleted)

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

(Paragraph deleted)

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

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

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

§ 3.2.6.4 Cultural Factor Analysis: Research the history of the site that may include historic land uses, existing structures on and adjacent to the site, archaeological significance, other cultural factors and analyze the impact of the proposed use on the surrounding sites and community.

§ 3.2.6.5 Historic Resource Inventory: Prepare an inventory of any historic structures, or other historic features on the site. Identify landmark features or structures as noted on local, city, county, state, or Federal inventory of historically significant buildings, places or features.

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

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

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

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

§ 3.2.6.10 Geotechnical Studies: Furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

Init.

ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

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

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

§ 3.2.6.13 Economic Analysis: Based on the above surveys, evaluations, studies and inventories, assess the extent of buildable area and the associated potential development costs.

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

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

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

§ 3.3 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

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

Init.

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

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

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

§ 3.4 DESIGN AND PRELIMINARY CONSTRUCTION DEVELOPMENT PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Professional shall prepare 60% Design and Preliminary Construction Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of site utilities and building systems to fix and describe the size and character of the Project as to , architectural, landscape architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

(Paragraphs deleted)

§ 3.5 FINAL CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

(Paragraphs deleted)

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

(Paragraphs deleted)

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

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

§ 3.6 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.6.1 GENERAL

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

(Paragraphs deleted)

§ 3.6.2 COMPETITIVE BIDDING

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

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

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

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

§ 3.7 CONSTRUCTION PHASE SERVICES

§ 3.7.1 GENERAL

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

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

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

§ 3.7.2 EVALUATIONS OF THE WORK

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

Init.

deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

(Paragraph deleted)

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

(Paragraph deleted)

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

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

(Paragraph deleted)

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

§ 3.7.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

(Paragraph deleted)

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

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

(Paragraph deleted)

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

(Paragraph deleted)

§ 3.7.4 SUBMITTALS

§ 3.7.4.1 The Design Professional shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Design Professional's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Professional's professional judgment to permit adequate review.

(Paragraph deleted)

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

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

(Paragraph deleted)

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

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

(Paragraph deleted)

§ 3.7.5 CHANGES IN THE WORK

(Paragraphs deleted)

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

(Paragraph deleted)

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

(Paragraphs deleted)

§ 3.7.6 PROJECT COMPLETION

(Paragraphs deleted)

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

(Paragraph deleted)

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

(Paragraph deleted)

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

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

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

§ 3.8 EXPANDED DESCRIPTION OF SERVICES

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

ARTICLE 4 ADDITIONAL SERVICES

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

Design Professional

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

Init.

)		
<i>(Row deleted)</i>		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Design Professional Section 4.2

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

Multiple Preliminary Designs (Comprehensive Schematic Plans) in addition to those indicated in this Agreement and as indicated in Exhibit TBD.
 Architectural Interior Design as approved in conjunction with the concession facility design.
 Furniture, Furnishings and Non-fixed Equipment Design and specification as approved in conjunction with the concession facility design.

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .2 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, more than (3) public meetings or hearings;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Design Professional is party thereto;

(Paragraph deleted)

- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .8 Assistance to the Initial Decision Maker, if other than the Design Professional.

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

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

Init.

- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Landscape Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

(Paragraph deleted)

- .1 three (3) visits to the site by the Design Professional over the duration of the services
- .2 two (2) presentations of any portion of the Services as requested by the Owner
- .3 three (3) meetings with any boards, committees or other required groups

.4 Cultural Factor Analysis: Provide for research of the history of the site that may include historic land uses, existing structures on and adjacent to the site, archaeological significance, other cultural factors and analyze the impact of the proposed use on the surrounding sites and community as required by regulatory agencies.

.5 Historic Resource Inventory: Provide for preparation of an inventory of any historic structures, or other historic features on the site and identify landmark features or structures as noted on local, city, county, state, or Federal inventory of historically significant buildings, places or features as required by regulatory agencies.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

Init.

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

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

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

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

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

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

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

§ 5.14 The Owner 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.

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

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

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

Init.

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

Design Professional Design Professional

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Design Professional and the Design Professional's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to

meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Design Professional and the Design Professional's consultants.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 MEDIATION

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

§ 8.2.2 If the parties agree to mediate a dispute, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

(Paragraph deleted)

§ 10.3 The Owner and Design Professional, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Design Professional shall assign this Agreement

without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

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

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

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

§10.9 INDEMNIFICATION

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

§ 10.10 APPROPRIATIONS

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

§ 10.11 THIRD PARTY BENEFICIARIES

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

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

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

employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

§ 10.13 CONFLICT OF INTEREST

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

§ 10.14 ASSIGNMENT: SUBCONTRACTING

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

§ 10.15 RELEASE

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

§ 10.16 INSURANCE

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

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

§ 10.17 RECORDS AND AUDIT

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

§ 10.18 APPLICABLE LAW: CHOICE OF LAW: VENUE

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

Judicial District Court.

§ 10.19 AMENDMENT

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

§ 10.20 NON-DISCRIMINATION

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

§ 10.21 SEVERABILITY

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

10.22 NOTICES:

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

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

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

DESIGN PROFESSIONAL (OWNER'S AGENT):
TBD

10.23 NEW MEXICO TORT CLAIMS ACT:

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

ARTICLE 11 COMPENSATION

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

TBD (\$TBD) plus New Mexico Gross Receipts Tax (rate of 0.81875) for Site Evaluation and Planning & Construction documents and services as indicated in the terms of this agreement and in Exhibit TBD (See Article 13.2).

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

All fees listed below are not-to-exceed

Multiple preliminary designs (each design)	2.5% of Total Basic Compensation
Architectural Interior Design estimate	10% of associated approved construction estimate
Furniture, Furnishings, and Non-fixed Equipment Design and specification approved construction estimate	10% of associated approved construction estimate

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

(Paragraph deleted)

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

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

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

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

Site Evaluation & Planning	TBD	percent (TBD	%)
Schematic Design Phase	TBD	percent (TBD	%)
Design Development Phase	TBD	percent (TBD	%)
Construction Documents Phase	TBD	percent (TBD	%)
Bidding or Negotiation Phase	TBD	percent (TBD	%)
Construction Phase Allowance (See Exhibit TBD)	\$TBD	percent (TBD	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

(Paragraphs deleted)

Design Professional's and Design Professional's consultants' normal review practices.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

(Paragraphs deleted)

- ,1 Mileage at \$0.56 per mile for travel to and from in-state offices outside of Santa Fe County and to the project site from those offices.

Init.

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

(Paragraphs deleted)

mock ups, professional photography and presentation materials requested by the Owner not included in the Basic Services

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

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

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

§ 11.10 PAYMENTS TO THE DESIGN PROFESSIONAL

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

§ 11.10.2

(Paragraphs deleted)

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

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

(Paragraphs deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

- .2 Exhibits and Ancillary Documents:

EXHIBIT TBD: CERTIFICATE OF LIABILITY INSURANCE AS SET FORTH UNDER ARTICLE 2

EXHIBIT TBD: LIST OF SUB-CONSULTANTS OF RECORD WITH CONTACT INFORMATION

Init.

EXHIBIT TBD: PROJECT SCHEDULE

EXHIBIT TBD: TBD

EXHIBIT TBD: WORK SCHEDULE

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

TBD proposal dated TBD in response to RFP 15/TBD/P

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DESIGN PROFESSIONAL:

BY: _____
TBD

NM Taxation and Revenue CRS No.:

City of Santa Fe Business Registration No.:

APPROVED AS TO FORM:

M *MJ* *5/15/15*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR
Business Unit/Line Item
(Table deleted)
423046.572960.0114400