Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *February 24, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Tony T. Flores, Deputy County Manager*

ITEM AND ISSUE: Request Approval of a Proposed Re-Conveyance Agreement and Quitclaim Deed between Altshuler, LLC, and Santa Fe County

BACKGROUND AND DISCUSSION

As described in the attached Re-Conveyance Agreement, in 2002 Altshuler, LLC ("Altshuler") filed a plat for the Heartstone Subdivision that included 18.227 acres of open space ("Property"). In September 2015, Altshuler purported to quitclaim the Property to the County under the mistaken belief that this was required under the County Land Development Code ("LDC"). The LDC has no such requirement. Furthermore, the deed did not effectively transfer title to the Property to the County because the deed was never delivered to, or accepted by, the County, nor was it supported by consideration. However, Altshuler recorded the quitclaim deed. Therefore, in order to remove the cloud on title in the County property records, and to clarify that the County never owned the Property and has no corresponding liability concerning the Property, the County should quitclaim the Property to Altshuler pursuant to the attached Re-Conveyance Agreement. The Agreement and Deed will be recorded and show that the County has no interest in the Property.

ACTION REQUESTED:

Execute the attached Re-Conveyance Agreement and Quitclaim Deed.

Exhibits:

(1) Proposed Re-Conveyance Agreement.
(2) Proposed Quitclaim Deed

RE-CONVEYANCE AGREEMENT

This Re-Conveyance Agreement ("Agreement"), effective as of the last signature date below, is made by and between Santa Fe County ("County"), whose address is 102 Grant Avenue, Santa Fe, New Mexico 87501, and Altshuler, LLC ("Altshuler"), whose address is 22 Plano Arbolito, Santa Fe, New Mexico 87506.

Recitals

A. Altshuler, LLC ("Altshuler") is the owner of following described real property:

The land identified as "County Designated Open Space 18.227 Ac. +/-" as shown on that certain plat of survey entitled "SUBDIVISION PLAT PREPARED FOR HEARTSTONE DEVELOPMENT, LLC of Tract A-2, WITHIN SECTION 3 AND 4, T17N, R9E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO", filed for record on November 12, 2002 as Document Number 1233280, appearing in Plat Book 516 at pages 37-42, records of Santa Fe County, New Mexico.

(Hereinafter, "Property".)

B. Acting through its President, Donald Altshuler, Altshuler purported to grant the Property to Santa Fe County by a "Quickclaim Deed" [sic] ("Deed"), dated September 4, 2015, and filed in the records of the Santa Fe County Clerk as Instrument No. 1773953.

C. Altshuler executed and recorded the Deed under the mistaken belief that it was required by County ordinance or other law.

D. The Deed was not required by County ordinance or other law, nor was it supported by consideration. In addition, Altshuler did not deliver the Deed to the County and the County has not accepted the Deed.

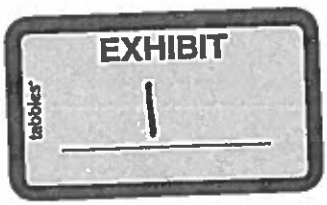
E. The County desires to avoid any liability associated with the Property and both parties desire to remove the cloud on title created by the Deed.

Agreement

NOW, THEREFORE, in consideration of the Recitals above and other good and valuable consideration, the parties agree as follows:

(1) The County rejects the Deed and the Deed at no time transferred ownership of the Property from Altshuler to the County. The County shall have no obligations or liability arising out of or relating to ownership of the Property.

(2) In order to remove the cloud of title created by the Deed, the County shall quitclaim the Property to Altshuler. The form of quitclaim deed shall substantially conform to Exhibit A to this Agreement.



SANTA FE COUNTY

By: _____ Date: _____
Miguel M. Chavez, Chair

ATTEST:

_____ Date: _____
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

_____ Date: 2/25/2016
Gregory S. Shaffer, Santa Fe County Attorney

ALTSHULER, LLC

By: _____ Date: 2/23/16
Donald Altshuler, President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on this 23rd day of February 2016, by Donald Altshuler as President of Altshuler, LLC, for and on behalf of said corporation.

_____
Notary Public

My commission expires 3/11/19

EXHIBIT A

QUITCLAIM DEED

Santa Fe County, a political subdivision of the State of New Mexico, pursuant to that certain Re-Conveyance Agreement of even date with this Quitclaim Deed, and for other consideration, quitclaims to Altshuler, LLC, a New Mexico limited liability company whose address is 22 Plano Arbolito, Santa Fe, New Mexico 87506, the following described real estate in Santa Fe County, New Mexico:

> The land identified as "County Designated Open Space 18.227 Ac. +/-" as shown on that certain plat of survey entitled "SUBDIVISION PLAT PREPARED FOR HEARTSTONE DEVELOPMENT, LLC of Tract A-2, WITHIN SECTION 3 AND 4, T17N, R9E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO", filed for record on November 12, 2002 as Document Number 1233280, appearing in Plat Book 516 at pages 37-42, records of Santa Fe County, New Mexico.

Witness its hand and seal this ____ day of _____, _____.

SANTA FE COUNTY

By: _____ Date: _____
Miguel M. Chavez, Chair

ATTEST:

_____ Date: _____
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

_____
Gregory S. Shaffer, Santa Fe County Attorney

QUITCLAIM DEED

Santa Fe County, a political subdivision of the State of New Mexico, pursuant to that certain Re-Conveyance Agreement of even date with this Quitclaim Deed, and for other consideration, quitclaims to Altshuler, LLC, a New Mexico limited liability company whose address is 22 Plano Arbolito, Santa Fe, New Mexico 87506, the following described real estate in Santa Fe County, New Mexico:

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Witness its hand and seal this ____ day of _____, 2016.

SANTA FE COUNTY

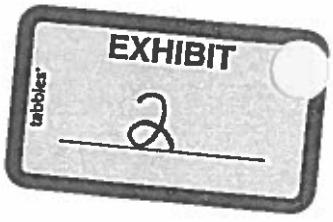
By: _____ Date: _____
Miguel M. Chavez, Chair

ATTEST:

_____ Date: _____
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

_____ Date: 2/25/2016
FR Gregory S. Shaffer, Santa Fe County Attorney



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: *February 24, 2016*

To: *Board of County Commissioners*

From: *Bill Taylor, Procurement Manager*

Via: *Katherine Miller, County Manager*
Jeffery Trujillo, ASD Director
Michael Kelley, Public Works Director

ITEM AND ISSUE: BCC Meeting March 8, 2016

APPROVAL OF ARCHITECT/ENGINEERING AGREEMENT NO. 2016-0104-PW/BT BETWEEN SANTA FE COUNTY AND SPEARS/HORN ARCHITECTS FOR THE DESIGN OF THE NEW COUNTY ADMINISTRATION BUILDING AND THE IMPROVEMENTS TO THE EXISITING COUNTY ADMINISTRATION BUILDING IN THE AMOUNT OF $1,580,635.13, EXCLUDING NMGRT AND GRANTING SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO EXECUTE THE PURCHASE ORDER TO THE AGREEMENT. (*Purchasing Division, Bill Taylor/Projects Division Director, Mark Hogan*)

BACKGROUND AND SUMMARY:

Based upon the 2013 Feasibility Study for a new County Administration Complex, in October 2015, the Purchasing Division, in conjunction with Public Work Department issued RFP No. 2016-0104-PW/BT for the Architectural and Engineering (A/E) Services to plan, design, equip and construct a new County Administration Building and the renovation and improvements to the existing County Administration Building located in downtown Santa Fe.

As a result of the solicitation, the Purchasing Division received the following proposals:

Spears/Horn Architects	Santa Fe, NM
DWL + Tryk Architecture	Santa Fe/Albuquerque, NM
Dekker Perich Sabatini	Albuquerque, NM
Barbara Felix Architecture + Design	Santa Fe, NM
Lloyd & Associates Architects	Santa Fe, NM
NCA Architects	Albuquerque, NM
SBA + FBT LLC	Santa Fe/Albuquerque, NM
Siuna + Mead Architects	Albuquerque, NM

After shortlisting of evaluations and oral presentations, Spears Horn Architects was selected as the most qualified and responsive Firm to the RFP. Negotiations between the County Public Works/Projects Division, Purchasing and Spears Horn Architects were completed Thursday, February 18, 2016.

If approved, the contract between Santa Fe County and Spears Horn Architects will provide the County with the full basic design services from planning, design, construction documents, bidding, construction administration and 11 month warranty of the new Administration Building including the improvements to the existing County Administration Building.

Additional services will include: LEED Consultation in Mechanical, Electrical, and Plumbing; Landscaping; Historic Structures and existing building documentation; security; IT; surveying; and geotechnical borings.

ACTION REQUESTED:

Approval of the Architect/Engineering Agreement No. 2016-0104-PW/BT between Santa Fe County and Spears/Horn Architects for the design of the new County Administration Building and the improvements to the existing County Administration Building in the amount of $1,580,635.13, excluding NMGRT and granting signature authority to the County Manager to execute the Purchase Order to the Agreement.

AGREEMENT BETWEEN SANTA FE COUNTY AND ARCHITECT FOR PROFESSIONAL ARCHITECTURAL SERVICES

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

PROJECT: New County Administration Building

PROJECT LOCATION: 100 Catron Street, Santa Fe, NM

THIS AGREEMENT is made and entered into on this _____day of _____, 2016, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and James Horn Architects, an Architectural Firm licensed to do business in the State of New Mexico, (hereinafter referred to as the "Architect").

Hereinafter "County":

Santa Fe County
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200

Hereinafter "Architect":

Spears Horn Architect
1334 Pacheco Street
Santa Fe, New Mexico 87505
Attn: James Horn
TELEPHONE: 505-983-6966

RECITALS

WHEREAS, Santa Fe County needs architectural services for the design of a new County Administration Building and renovation of the existing County Administration Building; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, competitive sealed proposals were solicited through a formal Request for Proposal (RFP No. 2016-0104-PW/BT) for these professional services; and

WHEREAS, based upon the evaluation criteria stated in the RFP for the purpose of determining the most qualified offeror, the County has determined the Architect as the most responsive and highest rated offeror; and

WHEREAS, the County requires the services of the Architect, and the Architect is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement for architectural services is for the design of a new County Administration Building and the renovation of the existing County Administration Building (the Project). The Architect will provide a completed Consultant List on the form indicated in Exhibit E, attached hereto, if the Architect plans to use consultants or subcontractors for this Project. The County will send the Architect a notice to proceed with the assignment using the Authorization to Proceed form (Attachment 1).

2. SCOPE OF WORK

A. The scope of services will consist of a design for new construction of a new County Administration Building and renovation and improvements of the existing County Administration Building. This project typically has limited budget and such design tasks must be accomplished in the most cost effective manner possible with concise planning to accommodate budget restraints.

B. Architectural services may include without limitation, the following:

1) *Evaluation & Planning Services*

- Programming
- Functional relationships/flow diagrams

- Existing facilities surveys
- Conditions assessments
- Marketing studies
- Economic feasibility studies
- Project financing
- Site analysis, selection and development planning
- On-site and off-site utility studies
- Environmental studies and reports
- Zoning review

2) *Design Services*

- Code review
- Civil design
- Landscape design
- Architectural design
- Interior design
- Structural design
- Mechanical design
- Electrical design
- Solar design
- Leeds and sustainable design
- Materials research and specifications
- Cost Estimating
- Architectural renderings/models

3) *Bidding and Negotiation Services*

- Bidding documents
- Attendance pre-bid conference
- Addenda/responding to bidder inquiries
- Bidding/Negotiation
- Analysis of alternates and substitutions
- Bid evaluation

4) *Contract Administration Services*

- Submittal services
- Review of Pay Applications
- On-site inspection of work
- Testing and inspection administration
- Supplemental documentation

- Quotation requests/change orders
- Contract cost accounting
- Furniture & equipment installation administration
- Interpretations & decisions
- Project close-out

5) *Facility Administration Services*

- Maintenance and operational programming
- Startup assistance
- Record drawing
- Warranty review
- Post contract evaluation

3. BASIS FOR COMPENSATION

The fee for basic services is based on a percentage of the Maximum Allowable Construction Cost (MACC) as may be adjusted by building type, design complexity, and scope of work. The MACC for the purpose of calculating the fee for basic services is not adjusted at the time of construction contract award. If, at any time, the MACC and/or the percentage are changed by amendment, the basic services fee shall be adjusted as appropriate. No fee adjustment shall be made for phases already completed.

4. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Architect shall be compensated as follows:

B. County shall pay to the Architect in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A (Compensation and Schedule) and Attachment 2 (Architect's Hourly Rate Fee).

1) The total amount payable to the Architect under this Agreement, exclusive of gross receipts tax, shall not exceed **One Million Five Hundred Eighty Thousand Six Hundred Thirty-Five Dollars and Thirteen Cents ($1,580,635.13).** Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Architect;

2) This amount is a maximum and not a guarantee that the work assigned to be performed by Architect under this Agreement shall equal the amount stated herein. The parties do not intend for the Architect to continue to provide services without compensation when the total compensation

amount is reached. The County will notify the Architect when the services provided under this Agreement reach the total compensation amount. In no event will the Architect be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Architect shall submit a written request for payment, on the form attached hereto as Exhibit B (Architect Pay Request form), when payment is due under this Agreement within each phase of services. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Architect acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Architect breaches this Agreement, the County may, without penalty, withhold any payments due the Architect for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

F. The Architect shall submit, with its billings at the completion of an assigned project, certification that payment has been made to all consultants, suppliers, and others for materials and services required by this Agreement.

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

H. In the event the County receives Notice from any person, Consultant, Sub consultant, or other third party, that the Architect has failed to pay such person(s) for Work performed in accordance with Agreements, the Architect shall, at the request of the County, and in no more than ten calendar days, provide all documentation the County believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the County determines the claim to be valid and payment is due, or in the absence of

aforementioned documentation, the County may authorize direct payment of any unpaid bills, withholding from the Architect's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Architect. In no event shall these provisions be construed to impose any obligation upon the County to the Architect.

I. In the event of termination or suspension of a project due to the fault of parties other than the Architect, the Architect shall be compensated for services performed to the date of termination.

5. BASIC SERVICES

The Architect shall perform professional services including Basic architectural services including landscaping architecture and interior architectural design services. The Architect shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represent that the advice and consultation provided shall be within the Architect's authority and capacity. The Architect shall comply with the regulations, laws, ordinances and requirements of all levels of government applicable to any assigned project.

The services to be provided during each phase listed herein includes all consulting services required by the Architect to provide the professional architectural services incidental to the design and construction of a project. The intent of this Agreement is to design completely functional and operational facilities within the identified scope of work and cost limitation.

The Architect's Basic Services shall consist of the following:

A. Programming Phase. This phase involves the collection of facts, identifying concepts, analyzing the site and determining the proper operational needs of the agency. Based on the data provided by the County and pursuant to consultation with the County, the Architect shall prepare a document that defines the scope of the project. The programming document shall reflect the limits of the maximum allowable construction costs (MACC) and provide an estimated duration for construction.

1) The Architect shall include in the program document the results of site investigation and the field verification of any information provided by the County.

2) The County shall work with the Architect to ensure that the information required by the County is made available to the Architect. This information and other requests concerning organization of functions shall be provided in the form of a written memorandum.

3) The County shall schedule a meeting between the Architect and the County's Department representative to define the relationship among all parties. The Architect shall advise the County, in writing, of any information required which has not been provided by the County and/or any conflicts between the established program requirements, and the MACC.

4) The Architect shall obtain the approval of the County, in writing, of the Program Phase before commencing work on the Schematic Design Phase. The Architect shall provide written confirmation, to be transmitted with the Program Document to the County, that the Architect has visited the site, familiarized itself with the local conditions under which the work is to be performed, correlated its observations with current code requirements and life safety needs, and has a clear understanding of existing conditions for a project.

B. Schematic Phase. Upon completion of the Programming Phase the Architect shall produce studies consisting of drawings and other documents necessary to illustrate the general planning concepts, probable architectural, engineering, and building systems, materials and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the programmed areas. The number of iterations of such studies produced shall be sufficient to accomplish and demonstrate a design concept for a project that is satisfactory to the County. The Architect shall incorporate in the Schematic Design Drawings and documents the provisions of Green Building Standards and current State-adopted Building Code and current ASHRAE 90.1 are incorporated herein by reference. Where applicable, the provisions of these documents shall apply. The Architect shall brief, and obtain the written approval from the County for the Schematic Design Drawing and documents. This review and approval shall include the life cycle costs. The Architect shall obtain the written approval of the County of one of the proposed design schemes, as modified by any comment during review, before commencing work on the Design Development Phase.

1) The Architect shall provide a feasibility report as part of this phase on the energy sources other than fossil fuels for the heating and air conditioning of the proposed building, if applicable.

2) The Architect shall request site survey data from the County.

3) The responsibility for bringing a project within the MACC and compliance with construction directives remains with the Architect. Should the Architect at any time conclude that the budget and the scope

of the work to be accomplished are incompatible, the County shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.

C. Design Development Phase. Upon completion of the Schematic Phase, the Architect shall prepare the Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire project as to civil, structural, mechanical, plumbing, and electrical systems materials and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, program modifications, the probable Project Schedule, equipment installed in a project or furnishings required, and a statement that identifies the need for any additional data, surveys, or tests. The Architect shall provide sufficient, alternative design solutions on major design features to allow the County to ascertain that the recommended design achieves practical programmatic and economic solutions, within the limitations of the authorized program, schedule, and budget; include staffing and occupancy considerations provided by the County. The Architect shall acquire the approval, in writing, of the County of all documents associated with the Design Development Phase before commencing work on the Construction Documents Phase.

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

2) Should the County initiate or require a material change from the approved Design Development Documents and there is no fault or responsibility of the Architect related to the County's initiation or requirement of the change, the Architect's efforts implementing said change(s) shall be compensated as an Additional Service and the schedule of delivery of the Architect's services shall be equitably adjusted if/as appropriate.

D. Construction Document Phase. Upon the completion of the Design Development Phase, the Architect shall prepare and complete the Construction Documents based upon information contained in the Design Development drawings and other documents approved by the County. These Construction Documents shall provide the detailed requirements for the construction of an entire project.

1) The Construction Documents shall include written and graphic elements indicating contracting requirements, specifications and contract drawings. If Architect is to provide professional design services, layouts of

equipment or certifications related to systems, materials or equipment that are not included in these Construction Documents, the Architect shall clearly define and identify such services and specify all performance and design criteria that such services must satisfy within the Construction Documents. The County or the Architect shall not be responsible for the adequacy of the performance or design criteria specified by the Architect and required by the Construction Documents.

2) In preparing the Construction Document, the Architect shall, as directed by the County, prepare the necessary bidding information, bidding forms, and the project manual, which shall include the Conditions of the Contract for Construction (general, supplementary, and other conditions of the contract), and the Standard Form of Agreement between County and Contractor. The Architect shall incorporate in the Invitation for Bid (IFB) documents the provisions for Index to Bidding as provided as Exhibit H.

3) The IFB shall be prepared by the Architect as directed by the County, and shall include the bid date, location and time, which shall be prepared by the County and Architect and submitted to the County's Purchasing Division during the Bidding Phase. The Architect shall assist the County in filing the required documents for the approval of any governmental or other authorities having jurisdiction over a project assignment.

4) Construction Drawings: In addition to the electronic CAD files, PDF files and related electronic documents, the Architect shall provide three (3) full drawing sets to the County. Hand-drawn drawings, when approved in advance by the County, shall be prepared non-glossy polyester film 3-ml thickness minimum. Standard sheet sizes may be architectural sizes 24" x 36" or 30" x 42".

5) Electronic Data: The County requires that final Construction Documents and Specifications are prepared using computer technology in the formats prescribed in paragraph 12 (Software Requirements).

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

7) The Architect shall furnish Bidding Documents to the County bearing the approval of the following:

a. N.M. Construction Industries Division, Regulation and Licensing Department,
b. Santa Fe County Technical Review Division,
c. If applicable: Occupational Health and Safety Bureau; Environmental Protection Division; Environment Department,
d. If applicable: Health Facility Licensing and Certification Bureau; Health Improvement Division; Department of Health,
e. If applicable: N.M. Environment Department; N.M. Energy, Minerals and N.M. Natural Resources Department and N.M. Department of Information Technology and Infrastructure Voice Radio (IVR).

8) The Architect shall provide a signature-approval block on the front sheet of the drawings and specifications for the following and obtain signatures of the following:

a. Santa Fe County,
b. Utility companies (as appropriate),
c. Design Professional Certification: Project meets as a minimum – current ASHRAE 90.1 requirements,
d. Department of Information Technology, IVR (as appropriate).

10) Project Wage Determination: The Architect shall, as directed by the County, request from the State of New Mexico Labor and Industrial Division, Workforce Solutions a minimum wage rate determination for the Project pursuant to Section 13-1-11, NMSA 1978. The Architect shall provide the Division a description of the project, as estimate of construction cost, an approximate bid or proposal opening date, and any other pertinent information required by the Labor and Industrial Division. The Architect shall include a wage rate determination in the Bidding or RFP Documents. Federally funded projects will required both state and federal wage rates.

11) Upon completion of the Construction Documents, the Architect shall brief the County on the Bidding Documents, specifically addressing previous County concerns and requirements. At this briefing, the Architect shall furnish the County a final and detailed statement of Probable Construction Cost, including an updated Project Schedule. The Architect shall pay any fees incurred in the preparation of the detailed cost estimate provided by the Architect.

12) The responsibility of bringing a project within the MACC and compliance with construction directives remains with the Architect. Should the

Architect at any time conclude that the budget and the scope of work to be accomplished are incompatible; the County shall be notified immediately in writing, with proposed recommendations to reconcile same.

13) The Architect shall return all original documents and drawings provided by the County to the County upon the County's request, but in no case later than when the Construction Documents Phase has been completed. Payment for the Construction Documents Phase will not be made to the Architect until the County has received said documents and drawings.

14) The Architect shall acquire the approval, in writing, of the County of all documents, and any and all bid alternates, associated with the Construction Documents Phase before commencing work on the Bidding Phase.

E. Bidding and Negotiation Phase. The Architect, following the County's written approval of the Bidding Documents, shall assist the County in obtaining bids and in awarding and preparing contracts for construction, as directed by the County. The finalized Invitation for Bid for Construction shall be prepared by the County and forwarded to the Architect for bidding purposes and the County shall issue a purchase order authorizing the advertisement for a project.

1) The Architect shall provide sets of Bidding Documents as required to the County, and sets as appropriate to all Bidders requesting documents for bidding purposes. Prime bidders shall be defined as General Contractors, who will be allowed no more than three sets; major subcontractors as listed in the form, or other suppliers.

2) The Architect shall, as directed by the County, provide an additional number of documents to be placed in plan rooms as well as in the Architect's office for review by prospective Bidders.

3) The Architect shall also make sets available to other prospective parties as requested. The Architect may charge the cost of reproduction to the party requesting the documents.

4) The Architect shall clarify and answer any questions about the Bidding Documents, as directed by the County, during the bidding process and shall issue Addenda as required to all Bidders, and the County.

5) All Addenda, including all revised drawings and sections, must be approved by the County prior to distribution. The Architect shall allow

sufficient time for County to review and accept each addendum.

6) The Architect shall provide assistance to the County to identify the apparent successful bidder(s) and shall provide written recommendation to accept or reject the bids.

7) The Architect shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by the County.

F. Construction Phase-Administration of the Construction Contract. The Construction Phase will commence with the award of the contract for construction and continue until the eleven month inspection and report is submitted by the contractor and approved by the County.

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

2) The Architect shall be the representative of the County during the Construction Phase and shall advise and consult with the County. Instructions to the Contractor shall be forwarded only through the Architect. The Architect shall have authority to act on behalf of the County only to the extent provided in the Contract Documents and any amendments thereto.

3) The Architect shall at all times have access to the Work, whether it is in preparation or progress.

4) The Architect shall submit to the County, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contractor. The Architect shall make periodic visits to the site at such times as appropriate during the progress of the Work for the purposes of notifying the County on the progress and condition of the Work and adequately represent the County. Additionally, the Architect shall familiarize itself with the progress and quality of the Work and determine if the Work is proceeding substantially in accordance with the Contract Documents. On the basis of on-site observations, the Architect shall endeavor to guard the County against defects and deficiencies in the construction. Should the Architect determine that any portion of the Work varies from the requirements of the Contract Documents, the Architect shall immediately notify the Contractor and the County of the nature of the work required to correct such non-compliance.

5) The Architect shall provide a minimum of weekly on-site observation during the construction phase in an attempt to guard the County against defects and deficiencies in the construction, in addition to critical inspections and other reviews and evaluations required by the progress of the Work. The results of all on-site observations shall be documented in field reports submitted to the County within seven days of each such site visit.

6) The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for acts or omissions of the Contractor, subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

8) The issuance of a Certificate and recommendation for payment shall constitute representation by the Architect to the County, based on the Architect's observations at the site as provided in subparagraph 4) above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is substantially in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications state in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

9) The Architect shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the County or the Contractor, and shall render written decisions within a reasonable time on all claims, disputes, and

other matters in questions between the County and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

10) Interpretations and decisions of the Architect shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form.

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

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

13) The Architect shall review the Contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents; and, for each submittal, the Architect shall designate in writing that the Architect:

    a. Takes no exception to this submittal
    b. Rejects the submittal
    c. Requires corrections as noted by the Architect
    d. Requires revisions and resubmitted to the Architect
    e. Requires the Contractor to submit the specified item
    f. Approves as corrected

    Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

14) Necessary professional services or construction required to repair or overcome problems caused by the Architect's errors, omissions, inadequacies, or changes not authorized by the County in the preparation of the documents or design shall be the responsibility of the Architect or its consultants, without additional cost to the County.

15) All Change Orders, defined in the Conditions of the Contract for

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

16) Upon prior notice to the County, the Architect shall make observations to determine the Dates of Substantial Completion and Final Completion. The Architect shall obtain and forward to the County for the County's review of written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Architect shall then issue a final Certificate for Payment.

17) The extent of the duties, responsibilities, and limitations of authority of the Architect as the County's representative during construction shall not be modified or extended without written consent of the County and the Architect.

18) Should the Architect, its staff, or its consultants direct the Contractor, or its Subcontractors to undertake work for which additional compensation could reasonably be expected, and if such work is not:

    a. An emergency endangering life and property
    b. Required by the Contract Documents
    c. Required by approved Change Orders (signed by the Architect, the County and the Contractor

    Payment for such work, if accomplished without written authorization, shall not be borne by the County and shall constitute adequate grounds for dismissal or other action against the Architect.

19) As part of the Architect's Basic Services, the Architect shall modify the original reproducible drawings and the Project Manual, delineating recorded built conditions of the Project or record documents compiled

from the records of the Contractor and the Architect, showing all changes in the Work. This set of Documents shall also include record documents showing actual location of all Work.

20) Record Drawings: Record Drawings and documents are to be delivered to the County within 30 days following Substantial Completion of a project by the Architect. Record Drawings shall be produced by the Architect and shall consist of a set of reproducible drawing sheets, based on a Mylar format, specifications on 8 ½" x 11" paper and shall provide all the As-Builts conditions documented by the Contractor for a project. The Architect shall also provide to the County a set of PDF drawing files and CAD drawing files formatted on CD-ROM with file format to follow the standard utilized by the County at the time of this Agreement. The CD-ROM files shall duplicate the conditions documented on the Mylar Record Drawings. Further, the Architect shall deliver three sets of the operations and maintenance manuals, hard copy and electronic, training videos, written warranties and related documents.

G. Project Closeout. Upon receipt of written notice that construction is ready for final inspection and work is found acceptable for final payment. The Architect shall provide "as built" drawings in hard copy and electronic form following completion of a project.

H. 11 Month Inspection Phase. The Architect shall submit to the County its recommendations regarding the completion of all construction contracts. The Architect shall obtain from the Contractor all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledge receipt of the Contractor's record drawings. The Architect shall obtain and deliver to the County a signed receipt for all materials turned over.

1) The Architect shall attend one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned from the overall effort.

2) The Architect shall, 11 months after substantial completion of a project, schedule a meeting between the Architect, Architect's consultants and the County to evaluate the building and its operations, inspect architectural systems, and endeavor to discover defects in materials, equipment, and workmanship and the project's completion. The Architect shall provide a written report of this activity to the County within seven calendar days. The County, through the Architect, shall notify affected Contractor of any corrective action noted in the report.

I. Attached as Exhibit C and incorporated into this Agreement by reference is a

copy of the Architect's Basic Services Amendment form. This form shall be used if there is any amendment to the Architect's Basic Services as described above in this on-call Agreement.

6. PROJECT REPRESENTATION BEYOND BASIC SERVICES

If the County and the Architect agree that more extensive representation for observation of the Site than that described in subparagraph E.F.5 shall be provided, the Architect shall, upon written authorization of the County, provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

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

B. Through the observations of such Project Representative(s), the Architect shall provide further protection for the County against defects and deficiencies in the Work to determine that the Work is carried out in conformance with the plans and specifications; but the furnishing of such project representation shall not diminish the rights, responsibilities, or obligations of the Architect as described in this Agreement.

C. The County reserves the right to designate a County Representative in lieu of the Architect's Project Representative to provide additional site representation for the County beyond that provided by the Architect. If the County elects to provide a County Representative in lieu of a Project Representative, this subsection shall not diminish the rights, responsibilities, or obligations of the Architect established in this Agreement. The County Representative's duties and limits of authority shall be established so as not to conflict with those of the Architect. The Architect shall cooperate with the County Representative in the performance of its duties.

D. The County reserves the right to employ an independent cost consultant to provide value and cost architectural or engineering services on the Project. If a cost consultant is retained, an amendment to this Agreement will be required identifying the duties and limits of authority of the cost consultant. The Architect shall cooperate with the cost consultant in the performance of the cost consultant's duties.

7. ADDITIONAL SERVICES

Additional Services of the Architect are services that are in addition to but not included in Basic Services, provided that the Architect is not obligated to perform, furnish or incur such services as a part of the Architect's Basic Services. These services may be identified as part of the Architect's fee proposal and included with the lump sum fee as such. These services shall be provided when authorized in advance in writing by the County, and they shall be paid for by the County as outlined below. Attached as Exhibit D and incorporated into this Agreement by reference is a copy of the Architect's Additional Services Amendment form. Additional Services may include, but are not limited, to the following:

A. Providing financial feasibility or other special studies.

B. Providing planning surveys, site evaluations, environmental impact studies, or comparative studies of prospective sites other than those services required under Basic Services to provide a complete and operable facility.

C. Providing Services related to future facilities, systems, and equipment that are not intended to be constructed during the Construction Phase.

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

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

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

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

H. Providing tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and

water pollution, and tests for hazardous materials.

I. Providing all required work for design, selection, and preparation of contract documents, and bidding for the procurement of furniture, fixtures, and related equipment. Following installation of furniture, fixtures, and equipment, Architect shall inspect the installation and prepare a list for items requiring correction. Upon notification from the installer that all corrections have been made, Architect shall again inspect the site to confirm that corrections were properly done and authorize final payment of the furniture, fixtures and equipment.

J. Payments for additional services of the Architect shall be a negotiated lump sum, excluding additional services of consultants.

K. Payments for additional services of consultants, including but not limited to the additional structural, civil, landscape, interior design, mechanical, and electrical services, shall be computed by applying a multiple not to exceed of 1.10 times the amounts billed to the Architect for such services. The Architect shall provide to the County for approval, hourly rates for consultants and its employees detailed by professional levels prior to incurring any liability for Additional Services. NM grt will be added as a separate item in the pay request.

8. MEETINGS

The Architect shall be attendance at, and record minutes of, all meetings required by this Agreement throughout the course of a project as set forth herein. The Architect shall initiate additional meetings germane to the Agreement when authorized, in writing, to the County. The Architect shall distribute copies of meeting minutes to participants and other interested parties as directed by the County within seven calendar days. The Architect consultants shall attend each meeting as appropriate or as requested by the County.

9. MONTHLY PROGRESS REPORTS

A. The Architect shall submit monthly progress reports of design/construction activities to the County. Failure to submit monthly reports may result in delay to the Architect's progress payments. The report shall include:

1) Activities completed and items pending since last report,

2) Projected progress,

3) Comparison of schedule to actual progress, and

4) Decisions or information required.

B. The Architect shall request from the County the following:

1) Information sufficient for the Architect to develop program criteria including the County's goals, objectives, and needs, and the organizational chart of individuals, furnishings, and equipment for a project.

2) To the extent practicable and reasonable, the Architect shall incorporate the County's requests into the documents for construction; however, the Architect is responsible solely to the County for the types of material incorporated into the construction, the size of the facilities constructed, and to design within the MACC.

3) A list (by manufacturer and model number) of special equipment (other than 110 volt, 60HZ, requiring less than 10 amps) that requires utility services, including, but not limited to, telecommunication equipment such as data transmission and computer lines that shall be designated by the County's Information Technology Division.

10. FURNISHINGS AND EQUIPMENT

The Architect shall provide dimensional, color finish, power, etc., information necessary to specify any moveable furnishings and equipment not included in a project. Dimensional furniture plans shall incorporate and coordinate the requirements for electrical, communications, and data based on use and equipment, as well as the location of HVAC control devices and access panels. The Architect shall be compensated with Additional Services for any design and specification related to movable furnishings, fixtures and equipment requested by the County beyond that described above, provided that the Architect is not obligated to perform, furnish or incur such services as part of Basic Services.

11. TELECOMMUNICATIONS EQUIPMENT

Telecommunications and/or radio equipment for County facilities generally fails under the jurisdiction of the County's Information Technology Division. The County will instruct the Architect when and/or where outlets, conduits, wiring, etc., are to be included in the Project. The Architect shall coordinate with utility companies and other agencies.

12. SOFTWARE REQUIREMENTS

A. Drawing Formats. All CAD drawings shall be supplies in PDF format as well as in DWG format and be readable by the County-supported CAD desktop software (Autodesk AutoCAD). "Readable" means the ability to open a file without any errors (such as proxy, font substitution, etc.) and with objects, layers, and other

file properties remaining intact.

B. Other formats. File formats for work processor documents, spreadsheet documents, or slide presentations shall be those used by the Microsoft family of office software such as Word, Excel, and PowerPoint. Contact the County for the version. Macros may be included with these documents provided they are virus free, their function is explained next to the Code, and they are not write protected.

C. Graphics shall be submitted in TIF, GIF, JPG, CALS or PDF file format (compressed image formats only). This option is intended for photos, conceptual sketches, etc., and not to indicate that raster file drawings will be accepted in place of AutoCAD DWG files.

D. Data file formats for projects that employ information contained in a database or spreadsheet shall be those used by one of the following: Oracle, Microsoft Access, Microsoft SQL, or Microsoft Excel. All linkages of non-graphical data with graphic elements, relationships between database tables, and report format shall be maintained. All database tables shall conform to the structure and field naming guidance provided by the County. The Architect shall conform database file format preference with the County prior to issuance of database files.

E. File formats for project management documents shall be either that used by Microsoft Project or hard copy. Confirm file format with County. Save project files with baseline.

F. Deliverables integrating multiple file formats may be submitted as a PDF (version 4 or later) in addition to the base file structure. Examples include reports, photographs, and manuals created by using a variety of software packages and file formats. Confirm deliverable format preference with the County.

G. Building Information Modeling (BIM). Projects and project teams are encouraged to utilize 3D object model and other building information model technology and software applications (including during project stages of planning, design, construction, and handover to space management and facility operations and maintenance). Outputs from these applications are acceptable as deliverables to the County, provided that 2D output is also submitted that fully complies with all provisions herein.

13. KEY PERSONNEL AND CONSULTANTS

The Architect's key personnel and consultants designated for a project shall remain assigned for the duration of a project. Any substitutions of the Architect's key personnel and consultants

require written notification to the County and prior written consent of the County. The County may require substitution of any personnel or consultants provided that the County has first notified the Architect in writing and allowed a reasonable period for adjustments and/or corrections.

14. GEOTECHNICAL ENGINEERING

The Architect shall, during the Schematic Design Phase, submit to the County a statement of necessary geotechnical or soils engineering services that will be required. If the Architect does not believe the services of a Geotechnical Engineer are required for a project, a written notice of such shall be provided to the County stating same. Geotechnical engineering and any necessary surveys shall be County-provided, as Additional Services or a reimbursable expense.

15. CIVIL ENGINEERING

The Architect shall, during the Schematic Design Phase, submit to the County a statement of need and extent of civil engineering required for the project to protect new and existing structures on or around the site from adverse conditions. Extensive civil engineering, or civil engineering work outside of the immediate site proposed for a project, shall be Additional Services or a reimbursable expense.

16. STANDARD OF CARE

The Architect represents that its officers, agents, employees and consulting professionals and subcontractor possess the experience, knowledge, and character necessary to qualify them individually for the services to be performed by them under this Agreement. All services shall be performed in accordance with the standards of their respective profession. Such affirmation by consultants, sub consultants, subcontractors, joint ventures, and agents shall not be construed as a diminution of the Architect's liability and responsibilities to the County.

17. APPLICATION OF PROFESSIONAL SEALS

Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the design professional responsible for the document or under whose supervision the document was prepared. For project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of a project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.

18. REVIEW PROCESS

The Architect shall submit documents for review as required by the Agreement. The Architect shall provide five sets of review documents to the County for each review. Following the

reviews, the Architect shall respond to the County's Project Manager in writing to all review comments and questions within 14 calendar days.

19. SITE

The physical location on which a project is built, including all land acquired for a project or associated with a project, including surface drainage, wells, transmission lines, easements, rights-of-ways, roadway and existing facilities that may be directly or in directly affected by a project or that might affect a project.

20. TIME

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

21. REIMBURSABLES

Reimbursable expenses are those in addition to Basic Services compensation and are the actual, incidental expenditures made by the Architect or its employees in the interest of a project. The Architect shall incur no expenses for which the Architect is entitled reimbursement until the County gives written approval. Reimbursable expenses shall include, but not limited to, the following:

A. Expenses of transportation when traveling in connection with a project. Such expenses are limited to per diem and mileage rates are set forth in the Per Diem and Mileage Act, Section 10-8-1 to 10-8-8, NMSA 1978 and DFA Rule 95-1 as amended, except that the County shall authorize such travel in advance.

B. Expenses of fees paid for securing approvals of authorities having jurisdiction over a project.

C. The Architect shall charge Bidders or Offerors a deposit fee equal to the full cost of reproduction of drawings, specifications, and other documents required by the County to solicit bids or proposals and execute the Construction Contract. This fee shall be completely refunded if the documents are returned in usable condition within the time frame specified in the Invitation for Bid or Request for Proposals. All forfeited fees shall be returned to the County.

D. Construction documents and specifications will be printed by the lowest quote received from print rooms specified by the County. All reproduction required must be approved in writing by the County prior to request. This expense shall be paid by the County for the initial Bidding and by the Architect for subsequent Biddings. All other reproductions as may be required for the County's review or for the office use of the Architect and the Architect's consultants shall be provided as part of the Architect's Basic Compensation.

E. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

22. OWNER'S RESPONSIBILITES

A. The County may designate, in writing, a representative authorized to act in its behalf, however, authority for final approval of the Project Phase Documents, the Contract Documents, or any Change Order is retained by the County. The County shall examine documents submitted by the Architect and shall render decisions promptly to avoid unreasonable delay in the progress of the Architect's services.

B. The County may designate a Project Manager for the project who shall be the County's primary representative in the administration of this Agreement. The Architect will report to the County's Project Manager. All correspondence from the Architect shall be communicated to the Project Manager.

C. The County shall ensure review in writing of each project phase and shall notify the Architect of the accord.

D. The County shall furnish a legal description and certified land survey of the site, giving, as applicable grades and lines of streets, alleys, pavements, and adjoining property; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and complete data pertaining to existing buildings, other improvements, and trees, and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

E. When documents and drawings provided under the above subparagraph are furnished to the Architect, payment of the Construction Document Phase will not be made to the Architect until the County has received all said documents and drawings.

F. The County reserves the right not to provide certain project-related documents or drawings to the Architect at the County's discretion.

G. If the County observes or otherwise becomes aware of any fault or defect in a Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Architect.

H. The County shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

23. RESPONSIBILITY FOR CONSTRUCTION COST

A. When the detailed statement of probable construction cost required by subparagraph 5.D.11 or an evaluation prepared by the Architect indicates that a project exceeds the MACC, the provisions outlined below shall apply:

1) Evaluations of the County's project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Architect represents the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Architect does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the a project budget proposed, established, or approved by the County, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

2) The MACC may be adjusted by the County at the completion of the Programming Phase, and the design fees shall be modified. The MACC, at the start of the Schematic Design Phase, may only be adjusted based upon modifications to the Scope of Work approved in advance by the County. The Architect shall notify the County in writing at any time the estimated cost of construction is expected to exceed the MACC. The Architect's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost so that it does not exceed the MACC. The County agrees to cooperate with the Architect and permit reasonable and necessary revisions or reductions to the scope of a project. The Architect agrees to revise the drawings and specifications as necessary at no additional expense to the County, if so requested by the County, in order to bring the estimated cost within the MACC.

3) The MACC is established, as a condition of this Agreement, as a fixed limit of Construction Cost for design and bidding purposes. The Architect shall be permitted to determine what materials, equipment, component systems,

and types of construction are to be included in the Bidding or Proposal Documents to bring Construction Cost within the MACC. With the written consent of the County, the Architect may also include in the Bidding or Proposal Document either additive or deductive alternate bids or proposals to adjust the Construction Cost to the fixed limit.

4) If bidding or negotiations with potential Contractors have not commenced within two months after the Architect submits Bidding or Proposal Documents to the County, the project budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding or Proposal Documents to the County and the date on which proposals are sought.

5) The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the County may:

   a. Give written approval of an increase on the MACC, or

   b. Authorize re-bidding of a project within a reasonable time, and

   c. Cooperate with the Architect in revising the project scope and, as required, to reduce the Probable Construction Costs.

If the County elects to reduce the Probable Construction Cost, the County shall cooperate with the Architect in revising the quality and scope of a project; and the Architect, without additional charge for services or re-printing of the Drawings and Specifications shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the MACC. The Architect shall then assist the County through the Bidding process (see Subparagraph 5.E).

24. ARCHITECT'S RECORDS AND AUDIT

A. Records of expenses by the Architect and its consultants pertaining to all services under this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the County or the County's authorized representative.

B. The County shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

C. Records of expenses shall be kept by the Architect and its consultants and shall be available to the County until all applicable statutes of limitation have run, and this

provision shall survive and continue beyond the termination of other terms of this Agreement.

D. These records shall be subject to inspection by the County and shall be maintained for inspection for a period of three years. Billings may be audited both before and after payment; and payment by the County under this Agreement and shall not foreclose the right of the County to recover excessive or illegal payments.

25. OWNERSHIP AND USE OF DOCUMENTS

A. Original construction document drawings, designs, specifications, notes, project manuals, and/or related documents and other work developed in the performance of this Agreement by the Architect shall become the sole property of the County whether the project for which they are made is constructed or not, pursuant to Section 13-1-123, NMSA 1978. The County shall keep these documents on file. The Architect may maintain a complete reproducible set of any and all record documents developed under this Agreement.

B. All documents, including drawings and specifications prepared by the Architect pursuant to this Agreement are instruments of service in respect to a project. The Architect shall not be liable should the County use the documents, in whole or in part, in the future when the Architect's services are not retained.

C. The original drawings may be marked by the County or the Architect to designate any restrictions of use of these documents.

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

26. MAINTENANCE

Ease of maintenance and the ability to repair major items of installed equipment by replacement are essential to all projects. To ensure that these services can be adequately performed after a project is accepted by the County, the Architect shall:

A. In all relevant Contract Documents, design and provide for all major installed equipment in the project, including but not limited to, removal, access, maintenance, and storage space needs. In addition, all installed equipment systems shall be appropriately identified and labeled to describe the capacities, flows, and other pertinent information related to their maintenance and safe operation;

B. Specify only equipment that can be readily maintained by the County or other qualified commercial repairman;

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

D. At the completion of the Schematic, Design Development, and Construction Documents Phases, brief the County on the rationale for the selection of the major mechanical and electrical systems to be specified in the Contract Documents, together with the probable life-cycle costs.

27. EXHIBITS

All exhibits, attachments, riders and addenda referred to in this Agreement, including but not limited to, the exhibits referred to in this Agreement, as well as those listed below, are hereby incorporated into this Agreement by reference and made a part hereof as thought set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Exhibit A	Compensation and Schedule
Exhibit B	Architect's Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Listing of Consultants
Exhibit F	Amendment for Consultant Additional Services
Exhibit G	Construction Change Order
Exhibit H	Bidding Index

28. ATTACHMENTS LIST

Attachment 1	Authorization to Proceed
Attachment 2	Architect's Hourly Rate Fee Schedule

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

_____ _____
, Chair Date
Santa Fe County Board of Commissioners

ATTESTATION

_____ _____
Geraldine Salazar, Date
Santa Fe County Clerk

APPROVED AS TO FORM

_____ _____
Gregory S. Shaffer Date
Santa Fe County Attorney

FINANCE DEPARTMENT APPROVAL

_____ _____
Carole H. Jaramillo Date
Finance Director

CONTRACTOR

_____ _____
Signature Date

_____
Print Name

_____
Title

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY AND ARCHITECT FOR PROFESSIONAL ARCHITECTURAL SERIVCES

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

2013 EDITION, PART B of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Architect shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement

2. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate upon the completion of the Project, for a total of no more than four years, unless additional time is required for the Project the County will have the option to extend the Agreement through completion, or unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 4 (Compensation),

Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder or under a project assignment. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Architect, shall be incorporated in written amendments to this on-call Agreement using the Exhibits C, D or F amendment forms as applicable.

4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Architect written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Architect's receipt of the notice. The County shall pay the Architect for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

C. Any termination of this on-call Agreement will terminate a project assignment made under this on-call Agreement. In the event of termination, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of services under this Agreement, whether complete or in progress, prepared by the Architect under this Agreement shall become the County's property, and the Architect shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by the County which are then due.

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Architect. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Architect for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Architect in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Architect and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Architect and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Architect has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Architect shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advanced written approval of the County. Any attempted subcontracting or delegating without the County's advanced written approval shall be null and void and without any legal effect. The Architect shall use Exhibit E to indicate any subcontractors or consultants to be used for a project assignment.

C. Personnel.

1) All work performed under this Agreement shall be performed by the Architect or under its supervision.

2) The Architect represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Architect shall not assign or transfer any interest in this Agreement or a project assignment or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval shall be null and void and without any legal effect.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Architect releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Architect in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Architect without prior approval from the County.

10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable; the County shall own such copyright.

11. CONFLICT OF INTEREST

Architect represents that it has no and shall not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Architect specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 2 (Scope of Work), Part A of the Agreement unless such changes are set forth in a duly executed written amendment to the Agreement.

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 27 EXHIBITS and Paragraph 28 ATTACHMENTS, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. Architect agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Architect specifically agrees not to discriminate against any person with regard to employment with Architect or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. Architect acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, Architect shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Architect agrees to (i) maintain such books and records during the term of the Agreement for a period of six years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep

such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Architect also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Architect shall indemnify and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, causes of action, costs or expenses including attorney's fees, attributable to bodily injury, sickness, disease, or death, or to injury to persons or property including loss of use, caused directly or indirectly by the negligent act or failure to act by Architect, or by Architect's officers, employees, consultants or anyone for whom the Architect is legally liable, or Architect's breach of any representation or warranty made herein.

B. Architect agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Architect in such demand, suit. or cause of action, the County may retain its own counsel to represent the County's interest.

C. Architect's obligations under this section shall not be limited by the provisions of any insurance policy Architect is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

Any notice required to be given to either party by the Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Architect: Spears Horn Architects
Attn: James Horn
1334 Pacheco Street
Santa Fe, New Mexico 87505

22. ARCHITECT'S REPRESENTATIONS AND WARRANTIES

The Architect hereby represents and warrants that:

A. This Agreement has been duly authorized by the Architect, the person executing this Agreement has authority to do so, and, once executed by the Architect, this Agreement shall constitute a binding obligation of the Architect.

B. This Agreement and Architect's obligations hereunder do not conflict with Architect's corporate agreement or any statement filed with the NM Secretary of State on Architect's behalf.

C. Architect is legally registered and licensed to operate as a business in New Mexico and to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

23. LIMITATION OF LIABILITY

County's liability to Architect for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 4, (Compensation and Invoicing) Part A, of the Agreement. In no event shall County be liable to Architect for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party to the Agreement.

25. INSURANCE

A. General Conditions. Architect shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. Architect shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,000,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

C. Workers' Compensation Insurance. Architect shall comply with the provisions of the Workers' Compensation Act.

D. Malpractice/Errors and Omissions Insurance. Architect shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Architect shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Architect shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Architect agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following paragraphs shall survive termination of the Agreement:

INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

EXHIBIT A

COMPENSATION AND SCHEDULE

Project Name: **SANTA FE COUNTY ADMINISTRATION BUILDINGS**
Project Number: **2016-0104-PW/BT**
Project Location: **- NEW BUILDING @ Grant Avenue / Catron Street / Griffin Street**
- RENOVATED BUILDING @ 102 Grant Avenue

BASIC SERVICES			**Date to be completed**
Programming Phase	10%	$136,125.00	6 Weeks
Schematic Phase	15%	$204,187.50	14 Weeks
Design Development Phase	15%	$204,187.50	14 Weeks
Construction Document Phase	30%	$408,375.00	18 Weeks
Bidding and Negotiations Phase	4.5%	$61256.20	8 Weeks
Construction Phase	25%	$340,312.50	104 Weeks (both phases)
Project Closeout	0%	$0.00	2 Weeks (each phase)
11 Month Inspection Phase	.5%	$6,806.25	1Week (each phase)
Total Basic Services Amount	**100%**	**$1,361,250.00**	

* Basic Services includes 60 Albuquerque / S.F. trips. Any additional will be included as reimbursable expenses and approved by Santa Fe County.

REIMBURSABLES	
Estimated at 2.33% of $1,361,250.00 Fee	$31,717.13
Historic Structures Report Expenses	$2,800.00
Total Reimbursable Amount (Not to exceed)	**$34,517.13**

ADDITIONAL SERVICES	
LEED Consultant	$44,000.00
MEP LEED Services	$26,592.00
Landscape LEED Services	$4,000.00
Architecture LEED Services	$8,000.00
USGBC / GBCI LEED Registration Fee	$5,000.00 (estimated)
102 Grant Ave. As-built documentation	$25,000.00
Advanced Security Design (cameras, access control, etc.)	$15,000.00
Survey (Easements & Utilities)	$8,000.00
Geotechnical Investigation	$14,200.00
Historic Structures Report	$35,076.00
Information Technology (I.T.)	T.B.D.
Furniture, Fixtures and Equipment (FF&E)	T.B.D.
Total Additional Services Amount	**$184,868.00**
TOTAL SERVICES AMOUNT	**$1,580,635.10**

EXHIBIT B

ARCHITECT'S PAY REQUEST FORM

Architect: _____ **Pay Request Statement No.** _____
Date: _____ **Project Number:** _____
Project Name: _____ **Project Location:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Programming Phase	$	%	$	$	$	
Schematic Phase	$	%	$	$	$	
Design Development Phase	$	%	$	$	$	
Construction Document Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Construction Phase	$	%	$	$	$	
Project Closeout	$	%	$	$	$	
11 Month Inspection Phase						
Subtotal						
CONTRACT CHANGES						
REIMBURSABLE *						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$	$	
ADDITIONAL SERVICES **						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

EXHIBIT C

AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND SPEARS HORN ARCHITECTS FOR PROFESSIONAL ARCHITECTURAL BASIC SERVICES

In accordance with Part A Paragraph 5 Architect's BASIC SERVICES and Part B. Paragraph 1, SCOPE OF WORK, where applicable, to the Agreement Between the County and Architect, the Architect is authorized to provide the following Basic Services (scope of work and maximum compensation).

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

LIST SERVICES:

1.
2.
3.
4.
5.

Justification for Basic Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Additional Services Amount	$0.00
Consultation Services Amount (If Applicable)	$0.00
Total	**$0.00**

SIGNATURE PAGE

SANTA FE COUNTY

_____ Date: _____
Katherine Miller
Santa Fe County Manager

Approved as to form

_____ Date: _____
Gregory S. Shaffer
Santa Fe County Attorney

Finance Department

_____ Date: _____
Carole H. Jaramillo
Finance Director

ARCHITECT

_____ Date: _____
Signature

_____
Print Name

EXHIBIT D

AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND SPEARS HORN ARCHITECTS FOR PROFESSIONAL ARCHITECTURAL ADDITIONAL SERVICES

In accordance with Part A Paragraph 7 Architect's ADDITIONAL SERVICES and Part B. Paragraph 1, SCOPE OF WORK, where applicable, to the Agreement Between the County and Architect, the Architect is authorized to provide the following Additional Services (scope of work and maximum compensation).

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

LIST SERVICES:

1.
2.
3.
4.
5.

Justification for Basic Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Additional Services Amount	$0.00
Consultation Services Amount (If Applicable)	$0.00
Total	**$0.00**

SIGNATURE PAGE

SANTA FE COUNTY

_____ Date: _____
Katherine Miller
Santa Fe County Manager

Approved as to form

_____ Date: _____
Gregory S. Shaffer
Santa Fe County Attorney

Finance Department

_____ Date: _____
Carole H. Jaramillo
Finance Director

ARCHITECT

_____ Date: _____
Signature

_____
Print Name

EXHIBIT E

LISTING OF CONSULTANTS – PAGE 1 of 2

PROJECT NAME: **SANTA FE COUNTY ADMINISTRATION BUILDINGS**
PROJECT NO: **2016-0104-PW/BT**

CIVIL **HARTMAN AND MAJEWSKI DESIGN GROUP** Dave Aube, PE 120 Vassar Drive SE – Ste 100 Albuquerque, NM 87106 505-998-6430 daube@designgroupnm.com	*ELECTRICAL* **BRIDGERS & PAXTON** Ilir Mesiti, PE, LEED AP BD + C 4600-C Montgomery Blvd NE Albuquerque, NM 87109 505-366-8024 imesiti@bpce.com
LANDSCAPE ARCHITECT **DESIGN OFFICE** Claudia Meyer Horn, PLA 1300 Luisa Street – Ste 24 Santa Fe, NM 87505 505-983-1415 chorn@do-designoffice.com	*ESTIMATING* **HALFORD BUSBY CONSTRUCTION CONSULTANTS** Bill McCauley 17350 SH 249 – Ste 100 Houston, TX 77064 281-920-1100 bmccauley@halfordbusby.com
STRUCTURAL **HEATLY ENGINEERING** Scott Heatly, PE 120 Vassar Drive SE – Ste 200 Albuquerque, NM 87106 505-379-1186 scott@heatlyengrs.com	*PRODUCTION ARCHITECT / ARCHITECT OF RECORD* **HARTMAN AND MAJEWSKI DESIGN GROUP** Jeff Zellner, AIA, LEED AP 120 Vassar Drive SE - #100 Albuquerque, NM 87106 505-242-6880 jzellner@designgroupnm.com
MECHANICAL **BRIDGERS & PAXTON** Ilir Mesiti, PE, LEED AP BD + C 4600-C Montgomery Blvd NE Albuquerque, NM 87109 505-366-8024 imesiti@bpce.com	*ARCHITECTURAL PLANNER* **DONALD J. DWORE, FAIA** Donald J. Dwore, FAIA 53 Stardancer Trail Santa Fe, NM 87506 505-992-3108 ddwore@gmail.com

EXHIBIT E

LISTING OF CONSULTANTS – PAGE 2 of 2

PROJECT NAME: **SANTA FE COUNTY ADMINISTRATION BUILDINGS**
PROJECT NO: **2016-0104-PW/BT**

LEED **NORESCO** Lisa Logan, LEED AP BD+C 6565 Americas Parkway NE – Ste 200 Albuquerque, NM 87110 505-908-5379 llogan@noresco.com	*INTERIOR DESIGN* **HARTMAN AND MAJEWSKI DESIGN GROUP** Alana Marrazzo, NCIDQ, EDAC 120 Vassar Drive SE – Ste 100 Albuquerque, NM 87106 505-998-6469 amarrazzo@designgroupnm.com

EXHIBIT F

AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND SPEARS HORN ARCHITECTS FOR CONSULTANT ADDITIONAL SERVICES

In accordance with Part B Paragraph 3 Architect's ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Architect, the Consultant is authorized to provide the following Additional Services (scope of work and maximum compensation).

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

LIST SERVICES:

1.
2.
3.
4.
5.

Justification for Basic Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Additional Services Amount	$0.00
Consultation Services Amount (If Applicable)	$0.00
Total	**$0.00**

SIGNATURE PAGE

SANTA FE COUNTY

_____ Date: _____
Katherine Miller
Santa Fe County Manager

Approved as to form

_____ Date: _____
Gregory S. Shaffer
Santa Fe County Attorney

Finance Department

_____ Date: _____
Carole H. Jaramillo
Finance Director

ARCHITECT

_____ Date: _____
Signature

_____
Print Name

EXHIBIT G

SANTA FE COUNTY

CHANGE ORDER

DISTRIBUTED TO: OWNER ☐ CONTRACTOR ☐ FIELD ☐

ARCHITECT ☐ SUBCONTRACTOR ☐ OTHER ☐

PROJECT:
CONTRACTOR:

CHANGE ORDER NUMBER:
DATE:
PROJECT NUMBER:
CONTRACT DATE:
CONTRACT FOR:

THIS CONTRACT IS CHANGED AS FOLLOWS:

#	COST	DESCRIPTION
1		
2		
3		
4		
5		

The original contract sum: $
Net change by previous Change Orders: $
Contract Sum prior to this Change Oder: $
Contract Sum will be increased by this Change Order in the amount of: $
New Contract sum including this Change Order will be: $
The Contract Time will be increased by ( ) days.
The date of Substantial Completion as of the date of this Change Order is:

GROSS RECEIPTS TAX (GRT) IS NOT ADDED TO THIS CHANGE ORDER

ACCEPTED BY:

OWNER - SANTA FE COUNTY

_____ _____
Date

Approved as to form:

_____ _____
Date

Gregory S. Shaffer
Santa Fe County Attorney

Finance Department

_____
Carole H. Jaramillo
Finance Director

_____
Date

ARCHITECT

_____
By:

Date: _____

CONTRACTOR

_____
By:

Date: _____

EXHIBIT H

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APPENDICES

A. Acknowledgement of Receipt of Invitation for Bids Form
B. Campaign Contribution Disclosure Form
C. Resident Veterans Preference Certification

ATTACHMENT 1

AUTHORIZATION TO PROCEED

Date: _____

To: _____
_____
_____

RE: Authorization to Proceed – (Insert Project Name/Number/Location

Dear _____:

As project manager for this project, I am pleased to inform you that (insert architect) has been chosen to provide the architectural services for (insert project).This letter will serve as your Authorization to Proceed with the architectural services for this project. The County would like to schedule a meeting prior to the commencement of services at (insert location). Please contact me to schedule a mutually acceptable date and time. A copy of the purchase order (# ___) is attached for your records. Please ensure that all invoices or requests for payments contain this PO number for reference.

If you have any questions, you can contact me at (insert phone number) or by email at (insert email address).

On behalf of Santa Fe County, I would like to thank you for your participation in this solicitation and look forward to working with you and your company on this important County project.

Sincerely,

_____
(Insert Name/Title)
(Insert Department)
Santa Fe County

ATTACHMENT 2

ARCHITECT

HOURLY RATE FEE SCHEDULE

Spears Horn Architects / The Design Group rates before New Mexico Gross Receipts Tax:

Principal	$169
Civil Engineer	$169
Architect 4	$141
Architect 3	$130
Architect 2	$124
Architect 1	$90
Project Coordinator	$120
Programmer / Planner	$80
Director of Interior Design	$150
Interior Design Manager	$100
Interior Design	$80
Interior Design Assistant	$47
Designer 4	$121
Designer 3	$90
Designer 2	$68
Designer 1	$55
Estimator	$94
Technical Systems Manager	$100
CADD Designer	$74
CADD Manager	$80
Multi-Media Designer	$87
CADD 4	$67
CADD 3	$60
CADD 2	$59
CADD 1	$47
Project Administrator	$87
Project Assistant	$62

REGION III DRUG ENFORCEMENT TASK FORCE

Law Enforcement Working Together to Serve Santa Fe, Los Alamos, Rio Arriba and Taos Counties in New Mexico

P. O. Box 23118
Santa Fe, NM 87502
(505) 471-1715 or (800) 662-6660

BOARD OF DIRECTORS

Major Tim Johnson
Chairman
NM State Police

VACANT
Vice-Chairman
Santa Fe City Police Department

Sheriff Robert Garcia
Secretary-Treasurer
Santa Fe County Sheriff's Department

DATE: February 24, 2016

TO: The Board of County Commissioners
Santa Fe County

Cc: Katherine Miller, County Manager

FROM: Carole Jaramillo, Finance Division Director
Lieutenant Scott McFaul, Operations Commander
Region III Drug Enforcement Task Force

VIA: Sheriff Robert Garcia
Santa Fe County Sheriff's Office

RE: Region III Task Force is Requesting Board Approval of Modifications No. 2 and No. 3 Increasing the HIDTA Grant Funding by $70,000 and $50,000, respectively for a Total Grant Amount of $375,013.00, and Authorizing the County Manager to Sign the Grant Modification Agreements.

BACK ROUND:
The increase to the HIDTA Grant Fund, which is awarded through HIDTA as supplemental funding, will be used to purchase used vehicles for operational purposes, vehicle maintenance, overtime for assigned agents and monies for Sheriff's Expense.

ISSUE:
HIDTA FY 15 funds have increased by $70,000 in modification 2 and by $50,000 in modification 3. These two increases raise the total Grant amount to $375,013.00 requiring Board of County Commissioners approval. Region III Task Force is requesting approval of the Grant increases through the Board of County Commissioners to the HIDTA Grant Fund (246-1206-425).

RECOMMENDATION:

Region III is requesting approval of modifications 2 and 3 increasing the HIDTA Grant (246-1206-425) funding by $70,000 and $50,000 for a total Grant award of $375,013 and Authorizing the County Manager to sign the Grant Modification agreements.

OARD OF DIRECTORS

Major Tim Johnson
Chairman
NM State Police

VACANT
Vice-Chairman
Santa Fe City Police
Department

Sheriff Robert Garcia
Secretary-Treasurer
Santa Fe County
Sheriff's Department

REGION III DRUG ENFORCEMENT TASK FORCE

Law Enforcement Working Together to Serve Santa Fe, Los Alamos, Rio Arriba and Taos Counties in New Mexico

P. O. Box 23118
Santa Fe, NM 87502
(505) 471-1715 or (800) 662-6660

DATE: February 5, 2016

TO: The Board of County Commissioners
Santa Fe County

Cc: Katherine Miller, County Manager

FROM: Carole Jaramillo, Finance Division Director
Lieutenant Scott McFaul, Operations Commander
Region III Drug Enforcement Task Force

VIA: Sheriff Robert Garcia
Santa Fe County Sheriff's Office

RE: Resolution No. 2016 -_____, A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) to Budget Supplemental Funding Awarded Through the HIDTA Grant Program / $120,000.00. (Finance/Carole Jaramillo)

BACK ROUND:

Region III Task Force is requesting approval of a Resolution through the Board of County Commissioners for a budget increase to the HIDTA Grant Fund (246-1206-425).

ISSUE:

The increase to the HIDTA Grant Fund, which is awarded through HIDTA as supplemental funding, will be used to purchase used vehicles for operational purposes, vehicle maintenance, overtime for assigned agents and monies for Sheriff's Expense.

RECOMMENDATION:

Region III is requesting approval of the budget increase to the Law Enforcement Operations Fund (246) in the amount of $120,000.00.

Southwest Border HIDTA – New Mexico

High Intensity Drug Trafficking Areas Program

2450 Lakeside Dr. Bldg. A, Las Cruces, NM 88007
PH (575) 541-7501 Fax (575) 541-7510

January 8, 2016

Katherine Miller, County Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Dear Ms. Miller:

High Intensity Drug Trafficking (HIDTA) FY 15 funds have increased by 70,000.00 as indicated on Modification 2 for the Region III Multi-Jurisdictional Drug Task Force Initiative. The enclosed grant award modification should be completed and **returned to the NM HIDTA Director's Office** as soon as possible.

Detailed information is provided in a letter to you from Michael K. Gottlieb, National HIDTA Director. *In his letters he does ask that you send the signed Award Modifications to Miami; **however I am asking that you return this paperwork to our office.*** We will forward this information to the Miami Assistance Center to ensure that we have the same records.

If you have any questions, please contact Sandra A. Russell, Finance Director at (575) 541-7503.

Sincerely,

Mark Payne
Director, Southwest Border HIDTA-New Mexico Region

Attachments

MP:sar

January 5, 2016

County Manager Katherine Miller
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Dear Ms. Miller:

Grant number G15SN0011A has been increased and now totals $325,013.00.

The original of Modification 2 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy	AWARD Grant	Page 1 of 1
1. Recipient Name and Address County Manager Katherine Miller Santa Fe County 102 Grant Avenue Santa Fe, NM 87504	4. Award Number: G15SN0011A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 1/5/2016 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$255,013.00
3. Project Title	10. Amount of This Award:	$70,000.00
	11. Total Award:	$325,013.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Miguel M. Chavez, Chair Board of County Commissioners of Santa Fe County
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 053297131 EIN: 1856000073A2	19. HIDTA AWARD ONDI070DB1516XX ONDI6113 ONDI2000000000 OC 410001 JID: 47629

Approved as to form
Santa Fe County Attorney
By:
Date: 2/12/16

2/11/16

Executive Office of the President Office of National Drug Control Policy	AWARD Grant	Page 1 of 1
1. Recipient Name and Address County Manager Katherine Miller Santa Fe County 102 Grant Avenue Santa Fe, NM 87504	4. Award Number: G15SN0011A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 1/5/2016 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$255,013.00
3. Project Title	10. Amount of This Award:	$70,000.00
	11. Total Award:	$325,013.00

12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.

13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Miguel M. Chavez, Chair Board of County Commissioners of Santa Fe County
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 053297131 EIN: 1856000073A2	19. HIDTA AWARD OND1070DB1516XX OND6113 OND2000000000 OC 410001 JID: 47629

Approved as to form
Santa Fe County Attorney
By: [signature]
Date: 2/12/16
Carroll, Jaramillo
2/15/16

Initiative Cash by HIDTA

FY 2015

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - New Mexico	Santa Fe County	Region III Multi-Jurisdictional Drug Task Force	325,013.00	Investigation	G15SN0011A
	Agency Total : Santa Fe County		**325,013.00**		
Total			**325,013.00**		

1/5/2016 10:11:24 AM

Budget Detail

2015 - SWB - New Mexico

Initiative - Region III Multi-Jurisdictional Drug Task Force

Award Recipient - Santa Fe County (G15SN0011A)

Resource Recipient - New Mexico State Police

0.0%

Current Budget (net of reprogrammed funds)		*$70,000.00*
Overtime	**Quantity**	**Amount**
Overtime		$10,000.00
Total Overtime		**$10,000.00**
Total Budget		**$10,000.00**

Budget Detail

2015 - SWB - New Mexico

Initiative - Region III Multi-Jurisdictional Drug Task Force

Award Recipient - Santa Fe County (G15SN0011A)

Resource Recipient - Santa Fe County

0.0%

Current Budget (net of reprogrammed funds)		*$70,000.00*
Services	**Quantity**	**Amount**
Services		$10,000.00
Total Services		**$10,000.00**
Equipment	**Quantity**	**Amount**
Equipment		$30,000.00
Total Equipment		**$30,000.00**
Other	**Quantity**	**Amount**
Other		$20,000.00
Total Other		**$20,000.00**
Total Budget		**$60,000.00**

Southwest Border HIDTA – New Mexico

High Intensity Drug Trafficking Areas Program

2450 Lakeside Dr. Bldg. A, Las Cruces, NM 88007
PH (575) 541-7501 Fax (575) 541-7510

February 1, 2016

Katherine Miller, County Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Dear Ms. Miller:

High Intensity Drug Trafficking (HIDTA) FY 15 funds have increased by $50,000.00 as indicated on Modification 3 for the Region III Multi-Jurisdictional Drug Task Force Initiative. The enclosed grant award modification should be completed and **returned to the NM HIDTA Director's Office** as soon as possible.

Detailed information is provided in a letter to you from Michael K. Gottlieb, National HIDTA Director. *In his letters he does ask that you send the signed Award Modifications to Miami; **however I am asking that you return this paperwork to our office.*** We will forward this information to the Miami Assistance Center to ensure that we have the same records.

If you have any questions, please contact Sandra A. Russell, Finance Director at (575) 541-7503.

Sincerely,

Mark Payne
Director, Southwest Border HIDTA-New Mexico Region

Attachments

MP:sar

January 20, 2016

County Manager Katherine Miller
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Dear Ms. Miller:

Grant number G15SN0011A has been increased and now totals $375,013.00.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy	AWARD Grant	Page 1 of 1
1. Recipient Name and Address County Manager Katherine Miller Santa Fe County 102 Grant Avenue Santa Fe, NM 87504	4. Award Number: G15SN0011A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 1/20/2016 8. Supplement Number 3	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$325,013.00
3. Project Title	10. Amount of This Award:	$50,000.00
	11. Total Award:	$375,013.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Miguel M. Chavez, Chair Board of County Commissioners of Santa Fe County
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 053297131 EIN: 1856000073A2	19. HIDTA AWARD ND1070DB1516XX ND6113 OND2000000000 OC 410001 JID: 47776

Approved as to form
Santa Fe County Attorney
By:
Date: 2/12/16

2/15/16

Executive Office of the President Office of National Drug Control Policy	AWARD Grant	Page 1 of 1
1. Recipient Name and Address County Manager Katherine Miller Santa Fe County 102 Grant Avenue Santa Fe, NM 87504	4. Award Number: G15SN0011A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 1/20/2016 8. Supplement Number 3	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$325,013.00
3. Project Title	10. Amount of This Award:	$50,000.00
	11. Total Award:	$375,013.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Miguel M. Chavez, Chair Board of County Commissioners of Santa Fe County
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 053297131 EIN: 1856000073A2	19. HIDTA AWARD OND1070DB1516XX ONDG113 OND2000000000 OC 410001 JID: 47776

Approved as to form
Santa Fe County Attorney
By:
Date: 2/1/2016

2/15/16

Initiative Cash by HIDTA

FY 2015

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - New Mexico	Santa Fe County	Region III Multi-Jurisdictional Drug Task Force	375,013.00	Investigation	G15SN0011A
	Agency Total : Santa Fe County		**375,013.00**		
Total			**375,013.00**		

1/20/2016 8:17:44 AM

Budget Detail

2015 - SWB - New Mexico

Initiative - Region III Multi-Jurisdictional Drug Task Force

Award Recipient - Santa Fe County (G15SN0011A)

Resource Recipient - Santa Fe County

0.0%

Current Budget (net of reprogrammed funds)		*$50,000.00*
Equipment	**Quantity**	**Amount**
Equipment		$50,000.00
Total Equipment		**$50,000.00**
Total Budget		**$50,000.00**