



AIA[®] Document B142[™] – 2004

Standard Form of Agreement Between Owner and Consultant where the Owner contemplates using the design-build method of project delivery

AGREEMENT made as of the 11 day of April in the year 2014.

BETWEEN the Owner:

Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

and the Consultant:

Cornerstones Community Partnership
227 Otero Street
Santa Fe, NM 87501

for the following Project:

Agua Fria Village, Santa Fe County, Santa Fe, New Mexico.

Assist Santa Fe County and the Agua Fria Village with the final design and construction of gateway entrance monument(s) marking the entrance into the historical Agua Fria Village. The Village is located on the original route of the El Camino Real de Tierra Adentro, a federally designated National Historic Trail.

The Owner and Consultant agree as follows:

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions contained in Exhibit A of this Agreement.

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Owner and the Consultant shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project Team.

§ 2.2 OWNER

§ 2.2.1 The Owner's Designated Representative is authorized to act on the Owner's behalf with respect to the Project.

§ 2.2.2 The Owner shall provide full and timely information regarding requirements for and limitations on the Project and shall render decisions in a timely manner so as to avoid delay in the Consultant's performance of its services.

§ 2.2.3 The Owner shall periodically review and, if appropriate, update the overall budget for the Project, including that portion allocated to the Cost of the Work, and shall promptly notify the Consultant thereof in writing. If the overall budget, or that portion allocated to the Cost of the Work, including any contingencies included therein, is materially increased or decreased, then the Owner and Consultant shall agree upon, as appropriate, corresponding changes in the Project scope, quality and schedule.

§ 2.2.4 The Owner shall furnish the services of consultants other than those designated as being furnished by the Consultant in Exhibit A or shall authorize the Consultant to furnish them as a Change in Services when such services are requested by the Consultant or reasonably required by the scope of the Project.

§ 2.2.5 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any errors, omissions or inconsistencies in the Consultant's services or in the services or information furnished by the Owner.

§ 2.2.6 Services provided by parties retained by the Owner, whether such services are performed directly by such parties or by sub-contractors retained by such parties, shall be performed by qualified professionals licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located.

§ 2.2.7 The Owner shall require the Consultant to procure only qualified and licensed sub-contractors and the Owner shall be entitled to rely upon Consultant's representation herein that all sub-contractors shall be qualified and properly licensed to engage in the type of work they are required to complete for this project. With respect to construction for this project, the Owner will submit construction plans to Construction Industries Division (CID) and pay the required construction permit. The construction permit will be pulled by the Consultant's sub-contractor (the construction contractor) for any structural components of the project .

§ 2.3 CONSULTANT

§ 2.3.1 The Consultant's Designated Representative is authorized to act on the Consultant's behalf with respect to the Project.

§ 2.3.2 The services the Consultant and its sub-consultants shall provide are designated in Exhibit A of this Agreement.

§ 2.3.3 The Consultant shall perform its services in accordance with applicable standards of professional skill and care. When applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

§ 2.3.4 The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which initially shall be consistent with the time periods established in Exhibit A and which shall be adjusted as necessary as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants and, if applicable, for approval of authorities having jurisdiction over the Project. Time limits established by this schedule and any adjustments thereto approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or the Owner.

§ 2.3.5 The Consultant shall maintain the confidentiality of information specifically designated by the Owner in writing as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require similar agreements from its sub-contractors.

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

§ 2.3.7 The Consultant shall be entitled to rely on the accuracy, timeliness and completeness of services and information furnished by the Owner. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 2.3.8 If the Consultant is to review submittals of the any subcontractor procured by the Consultant as part of the Consultant's services under this Agreement, then such review by the Consultant shall be for the limited purpose of evaluating conformance with the information given and the design concept expressed in the final design documents. By undertaking such review, the Consultant is responsible for coordinating all services performed by its subcontractors.

§ 2.3.9 Not applicable.

§ 2.3.10 Evaluations of the Owner's overall Project budget and budget for the Cost of the Work and preliminary estimates and updated estimates thereof represent the Consultant's professional judgment. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials or equipment. Accordingly, the Consultant cannot and does not warrant or represent that subcontractor costs or negotiated prices will not vary from the Owner's overall Project budget or budget for the Cost of the Work or from any evaluation or estimate thereof.

§ 2.3.11 By performing the services under this Agreement the Consultant assumes responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, or for the construction of the Work in accordance with the approved final design. The Consultant and its subcontractors shall have control over or be in charge of and responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs of the Project.

§ 2.3.12 Services, if any, performed by the Consultant during the construction of the Project are undertaken and performed by the Consultant in the sole interest and for the exclusive benefit of the Owner

§ 2.3.13 Not applicable.

ARTICLE 3 TERMS AND CONDITIONS

§ 3.1 COST OF THE WORK

§ 3.1.1 The Cost of the Work includes all costs, charges and expenses paid by the Owner to the Consultant in connection with the Project, including, but not limited to costs of tests, evaluations and reports required for the execution of the Work, and all fees and expenses of subcontractors retained by the Consultant. The Cost of the Work shall also include the cost of labor and materials and equipment to be designed, specified, selected or specially provided by the Consultant, including the costs of management or supervision of construction or installation thereof, plus a reasonable allowance for overhead and profit. In addition, the Cost of the Work shall include a reasonable allowance for contingencies and for changes in the Work.

§ 3.1.2 The Cost of the Work includes the compensation of the Consultant and the Consultant's sub-contractors.

§ 3.2 INSTRUMENTS OF SERVICE

§ 3.2.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant and its sub-contractors are Instruments of Service for use solely with respect to the Project. The Consultant and its sub-contractors shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 3.2.2 Upon execution of this Agreement, the Consultant grants to the Owner a non-exclusive license to reproduce and use the Consultant's Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Subject to the Owner's compliance with such obligations, such license shall extend to those persons or entities retained by the Owner for such purposes. The Consultant shall obtain similar non-exclusive licenses from its sub-contractors consistent with this Agreement. No other license or right shall be deemed granted or implied under this Agreement. The Owner shall not otherwise assign or transfer any license herein to another party without the prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense.

§ 3.2.3 Intentionally omitted as not applicable.

§ 3.2.4 Submission or distribution of the Consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Section 3.2.1.

§ 3.3 CHANGE IN SERVICES

§ 3.3.1 Change in Services of the Consultant, including services required of the Consultant's sub-contractors, may be accomplished after execution of this Agreement without invalidating this Agreement if mutually agreed in writing, if required by circumstances beyond the Consultant's control or if the Consultant's services are affected as described in Section 3.3.2. In the absence of mutual agreement in writing, the Consultant shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services. Except for a change due to the fault of the Consultant, a Change in Services of the Consultant may entitle the Consultant to an adjustment in schedule and in compensation.

§ 3.3.2 If any of the following circumstances affects the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate (1) revisions in Instruments of Service, (2) changes to services previously performed, (3) changes in the manner of preparing Instruments of Service, or (4) changes to the performance of services not yet performed;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service or services previously performed or which will necessitate changes in the manner of preparation of Instruments of Service not yet prepared or the performance of services not yet performed;
- .3 decisions or approvals of the Owner not rendered in a timely manner;
- .4 significant change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule, overall budget or budget for the Cost of the Work, or procurement method;

- .5 failure of performance on the part of the Owner or the Owner's consultants, contractors, or others retained by the Owner;
- .6 reviewing subsequent submittal(s) from the Owner's consultants, contractors, or others retained by the Owner due to the previous submittal's failure to conform to the Consultant's requirements;
- .7 preparation for and attendance at a public meeting or hearing not originally included in the Consultant's scope of services.; or
- .8 a substantive change in the information referred to in Article 1.

§ 3.4 DISPUTE RESOLUTION

§ 3.4.1 If the parties do not resolve their dispute through mediation pursuant to Section 3.4.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 3.4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify.*)

§ 3.4.2 MEDIATION

§ 3.4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal, equitable or other proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to conclusion of mediation. Any mediation shall conform to the New Mexico Public Works Mediation Act, Section 13-4C-1, et seq., NMSA 1978.

(Paragraphs deleted)

§ 3.4.2.2.

§ 3.4.3 ARBITRATION – INTENTIONALLY OMITTED AS NOT APPLICABLE.

(Paragraphs deleted)

§ 3.5 CLAIMS FOR CONSEQUENTIAL DAMAGES –INTENTIONALLY OMITTED AS NOT APPLICABLE.

§ 3.6 MISCELLANEOUS PROVISIONS

§ 3.6.1 This Agreement shall be governed by the laws of the State of New Mexico.

§ 3.6.2 – NOT APPLICABLE.

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

§ 3.6.4 Unless explicitly provided otherwise in this Agreement, the Consultant and its sub-contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 3.6.5 Subject to the confidentiality requirements of Section 2.3.5, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the Project. The Consultant shall be given reasonable access to the completed Project to make such photographic representations.

§ 3.6.6 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of

such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other.

§ 3.6.7 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date when the Consultant's services are substantially completed.

§ 3.6.8 Not applicable.

§ 3.6.9 Not applicable.

§ 3.7 TERMINATION OR SUSPENSION

§ 3.7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give twenty (20) days' written notice to the Owner. The Consultant shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension or termination of services. In the event of suspension of services, and before resuming services, the Consultant shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services.

§ 3.7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services.

§ 3.7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than twenty (20) days' written notice.

§ 3.7.4 This Agreement may be terminated by either party upon not less than twenty (20) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 3.7.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 3.7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed up to the date of termination.

§ 3.8 PAYMENTS TO THE CONSULTANT; CONSULTANT'S PAYMENTS TO SUBCONTRACTORS

§ 3.8.1 Payments on account of services rendered shall be made monthly upon presentation of the Consultant's statement of services. Consultant shall be fully responsible for all sub-contractors including timely payment for all performance and services provided by subcontractors procured by the Consultant for this project. Owner shall not be liable in any way including payment to subcontractors procured by the Consultant.

§ 3.8.2

(Paragraphs deleted)

INTENTIONALLY OMITTED AS NOT APPLICABLE.

(Paragraph deleted)

§ 3.8.4 INTENTIONALLY OMITTED AS NOT APPLICABLE..

ARTICLE 4 SCOPE OF AGREEMENT

§ 4.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. This Agreement is comprised of the documents listed below:

- .1 AIA Document B142-2004, Standard Form of Agreement Between Owner and Consultant.
- .2 Exhibit A: AIA Document B142-2004, Exhibit A, Initial Information.

.3 Exhibit B: NOT INCLUDED.

.4 Other documents, as follows:
(List other documents, if any, forming part of the Agreement.)

§ 4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

.1 **Appropriations 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 the Legislature of the State of New Mexico or the appropriate federal entity if federal funds are involved. 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 Consultant. Such termination shall be without penalty to the Owner, and the Owner shall have no duty to reimburse the Consultant for expenditure made in the performance of this Agreement. The Owner is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Owner. The Owner's decision as to whether sufficient appropriations and authority have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Consultant in any way or forum including a lawsuit.

.2 **Equal Opportunity Compliance.** Consultant agrees to abide by all Federal, state and local laws, ordinance and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Consultant specifically agrees not to discriminate against any person with regard to employment with Constant 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. Consultant acknowledges and agrees that failure to comply with this provision shall constitute a material breach of this Agreement.

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

.4 **Amendments to this Agreement.** This Agreement may only be modified altered, changed or amended by an instrument in writing execute by the Owner and Consultant. Consultant acknowledge and agrees that the Owner shall not be responsible for any changes to the Consultant's scope of services under this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

.5 **Indemnification.** Consultant shall indemnify and hold harmless the Owner and its Elected Officials, agents and employees from any losses, liabilities damages, demands, suits, causes of action, judgments, cost or expenses (including but not limited to court cost and attorney's fees) resulting from or directly or indirectly arising out of Consultant's performance or nonperformance of its obligations under this Agreement, including but not limited to Consultant's breach of any representation or warranty made herein.

ARTICLE 5 COMPENSATION

§ 5.1 For the Consultant's services under this Agreement, compensation shall be computed as follows:

Not to exceed Seventy Two Thousand Five Hundred Forty Three Dollars and One Cent (\$72,543.01), exclusive of NM GRT. Consultant's Milestones/Deliverables are:

1. Planning meeting and resolution of design changes	\$1,000.00
2. Construction planning and selection of subcontractor	\$1,000.00
3. Community participation in volunteers and interns for adobe work	\$1,000.00

4. Site prep by volunteers and community	\$1,000.00
5. Subcontract footings and selective demolition includes survey	\$13,000.00
a. Traffic Control (subcontractor Southwest Safety Services, Inc.,)	\$2,626.13
6. Construction of fixed element, sign, concrete, includes sign purchase	\$19,000.00
7. Intern and community volunteers construct adobe sections	\$5,000.00
8. Mud plastering workshops	\$5,000.00
9. Site work, includes coyote fence	\$7,500.00
	Subtotal:
Contingency @ 10%	\$5,612.61
Overhead @ 17.5%	\$10,804.27
	TOTAL
	\$72,543.01

§ 5.2 INTENTIONALLY OMITTED AS NOT APPLICABLE.

§ 5.3 INTENTIONALLY OMITTED AS NOT APPLICABLE.

(Paragraphs deleted)

§ 5.6.

§ 5.7 Payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement. Consultant's invoices shall be submitted to the Owner once a month with a detailed itemization of the services provided (time and materials) with supporting documentation.

§ 5.8 Payments are due and payable thirty (30) days from the date of the Consultant's invoice. Amounts unpaid thirty one (31) days after the invoice date shall bear interest at the rate entered below or, in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Consultant.

One and one half percent (1.5 %) per month

§ 5.9 If the services covered by this Agreement have not been completed by 2015 through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Section 5.2.

This Agreement entered into as of the day and year first written above.

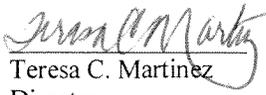
SANTA FE COUNTY



Katherine Miller

Katherine Miller, Manager, Santa Fe County

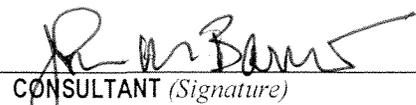
Finance Department

 Date 4/9/14
Teresa C. Martinez
Director

Approved as to form

 Date 4/4/14
Stephen C. Ross
Santa Fe County Attorney

CORNERSTONES COMMUNITY PARTNERSHIPS

 4/11/14
CONSULTANT (Signature)

JOHN M. BARROW PROGRAM DIRECTOR
(Printed name and title) CORNERSTONES





Document B142™ – 2004 Exhibit A

Initial Information

for the following PROJECT:

The Project is the completion of a final design and construction of two (2) gateway entrance monuments to the Agua Fria Village, Santa Fe County, New Mexico. The Agua Fria Village is located along the original El Camino Real de Tierra Adentro a federally designated National Historic Trail. The Owner has secured funding from the National Park Service and the Owner has contracted with a landscape design architect to complete a final design and construction drawings for the two (2) gateway monuments.

THE OWNER:

Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504-0276

THE CONSULTANT:

Cornerstones Community Partnerships, a 501(c)(3) not-for-profit historic preservation organization.
227 Otero Street
Santa Fe, NM 87501

ADDITIONS AND DELETIONS:

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Agreement is based on the following information and assumptions and the Owner and Consultant may reasonably rely upon them in determining the Consultant's compensation. Both parties recognize, however, that such information may change and, in such event, the Owner and Consultant shall negotiate appropriate adjustments in schedule, compensation or changes in services in accordance with Section 3.3 of this Agreement.

ARTICLE A.1 PROJECT PARAMETERS

§ A.1.1 The objectives and uses are as follows:

The goal of this Project is the completion of two (2) gateway entrance monuments to the historical Agua Fria Village, Santa Fe County, Santa Fe, NM.

§ A.1.2 The physical parameters are as follows:

(Paragraph deleted)

The boundary of the Agua Fria Village, Santa Fe, NM.

§ A.1.3 The program for the Project is as follows:

(Identify documentation or state the manner in which the program will be developed.)

The Owner has a contract with Morrow Reardon Wilkinson Miller LTD, landscape architect to complete a final design and construction drawings for the gateway entrance monuments. Consultant, a not-for-profit historic preservation organization, works in partnership with communities to restore historic structures, encourage traditional building practices and affirm cultural values. Consultant will work with the volunteers and the Agua Fria community to facilitate input into the landscape architect's completion of a final design and construction drawings for the gateway entrance monuments. Consultant will work with the landscape architect and community volunteers to complete the construction of the gateway entrance monuments.

Based on funding, the completion of this Project is planned in two phases: Phase I and Phase II. The Consultant will begin with Phase I to assist with the completion of the final design and complete construction of the gateway monument at the eastern boundary of the Agua Fria Village for a total sum not-to-exceed \$72,543.01, exclusive of NM GRT.

§ A.1.4 The legal parameters are as follows:

(Paragraph deleted)

Santa Fe County has acquired an easement in the property on the eastern boundary of the Agua Fria Village where one the gateway entrance monuments will be located.

§ A.1.5 The financial parameters are as follows:

- .1 Amount of the Owner's overall budget for the Project, including the Consultant's compensation, as follows:

Seventy Two Thousand Five Hundred Forty Three Dollars and One Cent(\$72,543.01), exclusive of NM GRT.

- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Consultant's compensation, as follows:

Seventy Two Thousand Five Hundred Forty Three Dollars and One Cent (\$72,543.01), exclusive of NM GRT.

- .3 The source(s) of the Owner's financing, and the schedule(s) of its(their) availability is(are):

Source

County funds.

Schedule of availability

§ A.1.6 The schedule parameters are as follows:

(Identify, if appropriate, sequence, milestone dates, durations or fast-track scheduling.)

See Article 5, Compensation of Agreement Between Owner and Consultant.

§ A.1.7 The Owner's contemplated procurement and delivery method for the Project is as follows:
NOT APPLICABLE.

Procurement Method

Delivery Method

§ A.1.8 The insurance parameters are as follows:

- A. General Conditions. Consultant shall submit evidence of insurance as is required below. Policies of insurance shall be written by companies authorized to write such insurance in the State of New Mexico.
- B. General Liability Insurance, Including Automobile. Consultant shall procure and maintain during the life of the Agreement Between Owner and Consultant a comprehensive general liability and automobile insurance policy with liability in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the Owner by Consultant; 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 the Agreement Between Owner and Consultant is an insured contract. The County of Santa Fe shall be a named additional insured under the policy.
- C. Workers Compensation Insurance. Consultant shall comply with the provisions of the Workers' Compensation Act.
- D. Professional Liability. Consultant shall maintain professional liability (errors and omissions) insurance in the amount of \$1,000,000.
- E. Increased Limits. If, during the life of the Agreement Between Owner and Consultant the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., Consultant shall increase the maximum limits of any insurance required herein.

§ A.1.9 Other parameters are as follows:

(Paragraph deleted)

Consultant's services shall focus on historic preservation and completion of the gateway monument(s) in conformity with applicable professional construction and architectural standards and requirements. Consultant's work will include services of subcontractors including a subcontractor to provide traffic control.

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner's Designated Representative is as follows:

(List name, address and other information.)

Santa Fe County Open Space, Trails, and Parks Program
Attn: Colleen Baker
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504-0276
(505) 992-9868

§ A.2.2 The persons or entities, if any, in addition to the Owner's Designated Representative, who are required to review the Consultant's services and Instruments of Service are as follows:

(Paragraph deleted)

Colleen Baker, Open Space, Trails, and Parks Program, Santa Fe County.

§ A.2.3 The cost consultant to be retained by the Owner is as follows:

(If the Owner will retain a cost consultant, list name, legal status, address and other information.)

NOT APPLICABLE.

§ A.2.4 The Design-Builder to be retained by the Owner is as follows:
(If known, list name, legal status, address and other information.)

Not applicable.

§ A.2.5 Other consultants, contractors or others to be retained by the Owner are as follows:
(List disciplines, and, if known, identify them by name and address.)

NOT APPLICABLE.

§ A.2.6 The Consultant's Designated Representative is as follows:

Jake Barrow, Program Director
Cornerstones Community Partnerships
P.O. Box 2341
Santa Fe, NM 87504
(505) 982-9521
Jbarrow@cstones.org

§ A.2.7 NOT APPLICABLE.

§ A.2.8 Other sub consultants to be retained by the Consultant.

The Consultant will procure the services of a subcontractor for construction footings and selective demolition on the site. Consultant will also procure the services of a subcontractor for any necessary construction staking, traffic control and will procure the purchase of the sign(s).

ARTICLE A.3 OTHER INITIAL INFORMATION

§ A.3.1 Other initial information is as follows:

Consultant services shall include: 1) Engage with the Santa Fe Public Works Department and Open Space and Trails Program to schedule planning meetings with key County staff and Agua Fria Village representatives for discussion of final design for the gateway monuments and construction planning and selection of subcontractors; 2) facilitate collaborative relationships through community participation, including the identification and recruitment of volunteers and interns for adobe work; 3) provide on-site technical assistance provide training manage, direct and supervise the construction of the gateway monument(s); 4) coordinate all site preparation work by volunteers and community participants; 5) construct the fixed elements of the project including concrete work and sign/monument installation; 6) train and supervise interns and community volunteers for construction of adobe sections of the project; 7) conduct mud plastering workshops; and 8) complete all site work including a coyote fence.

The Consultant will subcontract with a subcontractor to provide traffic control services. Owner will be responsible for submitting construction plans to CID and pay the cost of the permit. Consultant's contractor or subcontractor shall be responsible for pulling the permit(s) for any structural components of the gateway monuments.

