SANTA FE COUNTY

GROWTH MANAGEMENT

REQUEST FOR PROPOSALS

ARCHITECTURAL AND ENGINEERING SERVICES FOR MIXED-INCOME AFFORDABLE HOUSING DEVELOPMENT AT CAMINO DE JACOBO

RFP NO. 2021-0112-GM/APS

NM COMMODITY CODES:

90625,90607,90610, 91107, 92533, 92534

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I. ADVERTISEMENT
SANTA FE COUNTY

ARCHITECTURAL AND ENGINEERING SERVICES FOR MIXED-INCOME AFFORDABLE HOUSING DEVELOPMENT
RFP NO. 2021-0112-GM/APS

Santa Fe County request proposals for qualified vendors or firms to provide architectural and engineering services for a new 93-120 unit mixed-income affordable housing development located at Camino de Jacobo in Santa Fe, New Mexico. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a seal container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Monday, March 8, 2021, at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501.** To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission https://www.dropbox.com/request/BbIx9maVoi0jtcg5NO54.

By submitting a proposal for the requested services each Offeror is certifying that it is qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on at **10:30AM** on **Tuesday, February 16, 2021 online via WebEx using link provided or by calling (408) 418-9388 meeting number: 146 664 0770.**
https://sfco.webex.com/sfco/j.php?MTID=m657becdb79d7338254bdb79e445d499e

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Amanda Patterson-Sanchez, Procurement Specialist Senior, 102 Grant Avenue, Santa Fe, New Mexico 87501, by telephone at (505) 992-6753 or by email at apatterson-sanchez@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Publish: February 7th & 8th, 2021

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Santa Fe County Growth Management Department/Community Development Division and the Purchasing Department invites interested parties to submit proposals for architectural and engineering (A&E) of a new 93-120 unit mixed-income affordable housing development located on Camino de Jacobo in Santa Fe, New Mexico.

All proposals will be reviewed by the County's Purchasing Manager, the Santa Fe Housing Authority's Executive Director and Community Development's Senior Planner. The County intends to select a firm or team of firms based upon qualifications for this purpose.

Responding firms shall be architects and civil engineers. All consultants and sub-consultants must be licensed to work in their respective fields as required by the State of New Mexico.

The team shall consist of an architect and engineer, and may include subcontractors as necessary to complete the scope of work. Firms interested in providing services to the County must complete and submit a proposal that substantiates or presents evidence of the firm's abilities and expertise in the areas defined in the selection criteria.

B. BACKGROUND

The Santa Fe County Housing Authority (PHA) was created on November 17, 1972 and remains one of the largest landlords in Santa Fe. The PHA currently manages 198 public housing units and 307 Housing Choice Vouchers between its various voucher programs. The PHA also manages a Housing Choice Voucher Homeownership Program, Resident Opportunities and Self-Sufficiency Program (ROSS), Family Self-Sufficiency Program (FSS) and Capital Fund Program (CFP). It is the mission of PHA to provide drug-free, safe, decent and sanitary housing to low-income and very low-income families in an environment that fosters self-sufficiency and community pride.

In 2018 the PHA purchased 6.6 acres of 100% developable land zoned Commercial C-2 which allows for up to twenty-nine units per acre or a maximum of 191 multi-family rentals. The site is located approximately 1,200 feet north of the Camino de Jacobo and Airport Road intersection in Santa Fe, NM. The parcel of land is currently vacant and is described as Tract B-1, Lot 1 and Lot 2, Camino Jacobo. The parcel has water and sewer to the site and abuts one of the PHA's current developments.

Following the land purchase, the PHA won HUD's 2020 Innovation in Affordable Housing Student Design and Planning Competition for the parcel. Selected students travelled to Santa Fe on March 12-13th to participate in an educational forum with local experts and undertake a site visit.

Camino de Jacobo Apartments
The County and affiliates have partnered in the development of a new construction mixed-income affordable housing development for seniors and families.
In addition to the 93-120 units envisioned consisting of studios, one bedrooms and two bedrooms, the interior plan should include a community room with kitchen, a management office and other rooms programmed for social services. Exterior amenities should include outdoor recreational spaces. Both interiors and exterior spaces must confirm to all mandatory design requirements from the New Mexico Mortgage Finance Authority (NM MFA).

C. SCOPE OF WORK

The work of the contractor will include the following Scope of Basic Services. Unless revised in written addendum or amendment to this Agreement, the Architect shall provide Santa Fe County with professional services in the following areas:

The A&E Services are divided into eight phases as follows:

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, including copies of the Pre-Design Housing Study completed for the PHA by Autotroph on May 26, 2020 and made a part hereto as Exhibit A 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), indicate full understanding and compliance with the New Mexico Mortgage Finance Authority's Qualified Allocation Plan and Mandatory Design Standards and provide an estimate duration for construction.

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 provision of Green Building Standards and current State-adopted Building Code, current ASHRAE 90.1 and New Mexico Mortgage Finance Authority's Mandatory Design Standards and incorporated herein by reference. 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 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 Develop Phase.

C. Design Development Phase: Upon completion of 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 essentials as may be appropriate.

Additionally, these documents shall identify design features, program modifications, the probable Project Schedule, equipment installed in the project and 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.

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 or an entire project.

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 finalization 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.

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 eleventh month inspection and report is submitted by the contractor and approved by the County.

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.

D. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

a. General Conditions. Contractor 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. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits 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 County by Contractor; 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. County of Santa Fe shall be a named additional insured on the policy.

c. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.

d. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.

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), Contractor shall increase the maximum limits of any insurance required herein.

E. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Amanda Patterson-Sanchez
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
Phone (505) 992-6753
Fax (505) 989-3243
apatterson-sanchez@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact **ONLY** the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"***BCC***" means the elected Board of County Commissioners.

"***Close of Business***" means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

"***Contract***" or "***Agreement***" means a written agreement for the procurement of items of tangible personal property or services.

"***Contractor***" means a successful offeror who enters into a binding contract.

"***County***" means Santa Fe County.

"***Determination***" means the written documentation of a decision by the Procurement Specialist including findings of fact supporting a decision. A determination becomes part of the procurement file.

"***Desirable***" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"***Evaluation Committee***" means a body appointed by the County management to perform the evaluation of offeror proposals.

"***Finalist***" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"***Mandatory***" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"***Offeror***" is any person, corporation, or partnership who chooses to submit a proposal.

"***Procurement Manager***" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"***Purchasing Division***" means the Santa Fe County Purchasing Division, Administrative Services Department.

"***Request for Proposals***" or "***RFP***" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"***Responsible Offeror***" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"***Responsive Offer***" or "***Responsive Proposal***" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Specialist will make every effort to adhere the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Purchasing Division	February 7 & 8, 2021
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	February 16 10:30AM
3.	Acknowledgement Form Due	Offerors	February 19
4.	Deadline to Submit Additional Questions	Offerors	February 19
5.	Response to Written Questions	Purchasing Division	February 23
6.	**Submission of Proposal**	**Offerors**	**March 8, 2021 2:00PM MST**
7.	Proposal Evaluation Briefing	Evaluation Committee	March 16 thru March 22
8.	Selection of Finalists (If Applicable)	Evaluation Committee	March, 2021
9.	Oral Presentation by Finalists (If Applicable)	Offeror	April, 2021
10.	Contract Negotiations	County, Offeror	April, 2021
11.	Contract Award	Purchasing Division	April, 2021

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Growth Management Department and the Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference and Site Visit are scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. **All questions must be in writing and e-mailed to apatterson-sanchez@santafecountynm.gov.** A public log will be kept of the names of potential offerors who attended the Pre-Proposal Conference and the Site Visit.

3. Acknowledgement of Receipt Form

Potential offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on ***February 19, 2021***.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums.

4. Deadline to Submit Additional Written Questions

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN (STANDARD TIME) ON Monday, March 8, 2021 ***Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's **Request for Proposals No. 2021-0128-GM/APS**. **Proposals may also be submitted electronically via DropBox at the link provided below.**
https://www.dropbox.com/request/BbIx9maVoi0jtcg5NO54

Proposals must be delivered to:

Amanda Patterson-Sanchez, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Specialist may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Specialist may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Specialist.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Purchasing Division
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the contract template attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received

after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for sixty (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of a contract.

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and date that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-7, NMSA 1978. The price products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Santa Fe Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Management approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Santa Fe County

a. ***New Mexico In-state Preference***

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an "**in-state resident business**". Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. ***New Mexico Resident Veteran Preference***

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "**resident veteran business**". Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue.

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

AND

c. ***Santa Fe County Preference***

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in

procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. **Double-Sided Documents**

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse…all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".

27. **Living Wage**

Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

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IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposal to the location specified in Section II, Paragraph E on or **before** the closing date and time for receipt of proposals. If submitting responses electronically via DropBox, please submit two (2) separate files; one file for proposal response and a separate file of the Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 ½ x 11 paper, with a font **no smaller than 12pt. pitch**, with nominal 1" margins and normal line spacing. Proposals shall be bound with tabs delineating each section. To combat the spread of the recent COVID-19 illness, the submission Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload proposal submission. https://www.dropbox.com/request/BbIx9maVoi0jtcg5NO54

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

a) Letter of Transmittal
b) Response to County Terms and Conditions
c) Table of Contents
d) Response to Specifications – Evaluation Factors
e) Response to County Terms and Conditions
f) Copy of insurance certificate
g) Cost Proposals **(One in a separate sealed envelope with the original proposal submission only, if submitting electronically submit as a spate file)**
h) Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

a) Identify the submitting organization;

b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;

c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;

d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;

e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;

f) Be signed by the person authorized to contractually obligate the organization;

g) Acknowledge receipt of any and all amendments to this RFP.

h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix F.

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V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around April, 2021Santa Fe County intends on awarding a contract with a term of one (1) year with one (3) renewal period, not to exceed four years.

B. EVALUATION FACTORS

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. Specialized Design and Technical Competence:

- Describe the firm's vision/mission and business philosophy
- Provide a brief history of Offeror's firm in the State of New Mexico.
- Provide information about the firm's specific technical experience with providing architectural and engineering services that demonstrate technical competence to successfully complete this project.
- Indicate the relevance of previous projects to the scope of work describe in this RFP, including any specialized expertise.
- Firm's approach to project cost estimating and incorporation of life Cycle Cost Analysis.

2. Evidence of Understanding of the Scope of Work

- Demonstrate a clear understanding of key project elements/goals as outlined in the scope of work.
- Provide proposed approach to accomplishing the project including specific tasks and a description of the level of effort that will be dedicated to each task.
- Describe approach in managing the project expertly and effectively, including specific of tasks.
- Describe challenges that might be expected based on type of project, market conditions, historic preservation, environmental conditions, location site, or other factors.

3. Capacity and Capability

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.

- Indicate relationship of the firm's/project team's current work load to the projected workload of this project and personnel in the New Mexico Office.
- Indicate key personnel to be assigned to this project, their specific roles, experience and background.

4. Past Record of Performance

- Describe contracts and other agreements with government agencies or private industry where Offeror control budgets and project schedule of projects of similar scope.
- Provide a minimum of three (3) design related projects completed within the last three (3) years where the Offeror provided similar services with name of client(s) point-of-contact and telephone number or e-mail.
- Describe and particular difficulties confronted in past projects and how the Offeror addressed and resolved issues.

5. Proximity to or Familiarity with Site Location

- Demonstrate the firm's proximity to and familiarity with Santa Fe County in which this project will be located.

6. New Mexico Produced Work

- It is Santa Fe County's goal to support New Mexico owned businesses. Indicate the volume of work by percentage to be produced by New Mexico firm(s), using New Mexico based employees.

7. Volume of Work Previously Done – Information on the status of past project awards shall be included in the in the "Project Listing Form" as a requirement of the RFP provided in Appendix E. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

$ 25,000	to	$ 35,000	10 points deducted
$ 35,001	to	$ 50,000	20 points deducted
$ 50,001	to	$100,000	30 points deducted
$100,001	to	$150,000	40 points deducted
$150,001	and	over	50 points deducted

8. Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.

9. Offeror's proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13.1-22 NMSA 1978, will be applied.

10. Offeror's proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

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VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the follow points:

1. Specialized Design and Technical Competence ..... **200 points**
2. Evidence of Understanding the Scope of Work ..... **300 points**
3. Capacity and Capability ..... **200 points**
4. Past Record of Performance ..... **150 points**
5. Proximity to or Familiarity with Site Location ..... **50 points**
6. New Mexico Produced Work ..... **50 points**
7. Volume of Work Previously Done ..... **50 points**

TOTAL POINTS ..... 1000 points

PREFERENCES

If a proposal contains an ID-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied

6. NM State Resident Business Certificate .....**50 points**

Or

7. Resident Veteran Business Certificate .....**100 points**

And

8. Santa Fe County Business Certificate.....**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors 'shortlisted' based upon the proposals submitted. If an oral presentation is recommended the 'shortlisted' firms will be provided questions by the Selection Committee for their "Oral Presentations". Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the 'shortlisted' evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Architectural and Engineering Services for Mixed-Income Affordable Housing Development at Camino De Jacob

RFP 2021-0112-GM/APS

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on ***February 19, 2021***. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Amanda Patterson-Sanchez, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
(505) 505-992-6753
(505) 989-3243
apatterson-sanchez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with the state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contract, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore the state agency or local public body shall void and executed contract or cancel a solicitation or proposed award for a proposed contract if; 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRATOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political

committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement proces**s" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

Resident Veterans Preference Certification

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

Please check one box only:

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

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

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

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

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

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

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

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS_____DAY OF _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

APPENDIX D

VOLUME OF WORK
PREVIOUSLY DONE FOR SANTA FE COUNTY
PROJECT LISTING FORM

FIRM: _____ DATE:_____

PROJECT DIRECTLY AWARDED TO FIRM	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.				
2.				
3.				
4.				
5.				

APPENDIX E
SAMPLE AGREEMENT

SAMPLE
AGREEMENT BETWEEN SANTA FE COUNTY AND ARCHITECT FOR PROFESSIONAL ARCHITECTURAL SERVICES

SANTA FE COUNTY

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: _____

PROJECT LOCATION: _____

THIS AGREEMENT is made and entered into on this _____day of _____, 20__, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and _____, a _____ licensed to do business in the State of New Mexico, (hereinafter referred to as the "Architect").

Hereinafter "County":	Hereinafter "Architect":
Santa Fe County	Name
PO Box 276	Address
102 Grant Avenue	
Santa Fe, New Mexico 87504-0276	
TELEPHONE: 505-986-6200	TELEPHONE: _____

RECITALS

WHEREAS, Santa Fe County needs architectural services for_____; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, competitive sealed proposals were solicited through a formal Request for Proposal (RFP No. _____) 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 (the Project). The Architect will provide a completed Consultant List on the form indicated in Exhibit F, 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 work is .

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 generally is based on a percentage of the Maximum Allowable Construction Cost (MACC) which is $_____, and 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 _____ ($ .00). 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 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 preparing contracts for construction, as requested by the County. The final Invitation for Bid for Construction shall be prepared by the County and forwarded to the Architect and the County shall issue a purchase order authorizing the advertisement or solicitation for the 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 the General Contractor(s), who will be allowed no more than three sets of the Bidding Documents that may be provided to major subcontractors or other suppliers.

2) The Architect shall, provide additional Bidding Documents to be placed in plan rooms and the Architect's office for review by prospective Bidders.

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

4) Upon request of the County, the Architect shall assist the County to clarify and answer any questions about the Bidding Documents, during the bidding process and will assist the County with the preparation of any addenda to be issued by the County.

5) All addenda, including all revised drawings and sections, will be approved by the County prior to distribution. The Architect shall allow sufficient time for County to review and accept each addendum or revision.

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

7) The Architect will not discuss with bidders, news media, etc., any presumption of award prior to contract award 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 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 in 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 falls 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 supplied 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 word 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 confirm the 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 indirectly 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 on 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

_____
Katherine Miller
Santa Fe County Manager

_____ _____
Henry P. Roybal, Chair Date
Santa Fe County Board of Commissioners

ATTESTATION

_____ _____
Katharine E. Clark Date
Santa Fe County Clerk

APPROVED AS TO FORM

_____ _____
Date
Gregory S. Shaffer
Santa Fe County Attorney

FINANCE DEPARTMENT APPROVAL

_____ _____

Yvonne S. Herrera Date
Santa Fe County 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
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 be effective as of the date of last signature by the parties on Part A to this Agreement. The term of this agreement will be through Project completion, but shall not exceed four years unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions. The County has the option to extend the term of this agreement beyond four years.

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, or Attachment 1 for a project assignment, 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, or Attachment 1 for a project assignment, 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 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 Agreement will terminate a project assignment made under this 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 advance written approval of the County. Any attempted subcontracting or delegating without the County's advance 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:

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: _____
Project Number: _____
Project Location: _____

BASIC SERVICES			**Date to be completed**
Programming Phase	10%	$0.00	Date or Weeks
Schematic Phase	15%	$0.00	Date or Weeks
Design Development Phase	20%	$0.00	Date or Weeks
Construction Document Phase	25%	$0.00	Date or Weeks
Bidding and Negotiations Phase	3%	$0.00	Date or Weeks
Construction Phase	22%	$0.00	Date or Weeks
Project Closeout	3%	$0.00	Date or Weeks
11 Month Inspection Phase	2%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	
REIMBURSABLES			
LIST		$0.00	
		$0.00	
		$0.00	
Total Reimbursable Amount (Not to exceed)			
ADDITIONAL SERVICES			
LIST SERVICES		$0.00	
		$0.00	
		$0.00	
Total Additional Services Amount		$0.00	
CONSULTANT SERVICES			
LIST SERVICES			
		$0.00	
		$0.00	
		$0.00	
Total Consultant Services Amount		$0.00	
TOTAL SERVICES AMOUNT		**$0.00**	

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 _____
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
Interim Santa Fe County Attorney

Finance Department

_____ Date: _____
Yvonne S. Herrera
Finance Director

ARCHITECT

_____ Date: _____
Signature

_____
Print Name

EXHIBIT D

AMENDMENT TO AGREEMENT
BETWEEN SANTA FE COUNTY AND _____
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: _____
Yvonne S. Herrera
Finance Director

ARCHITECT

_____ Date: _____
Signature

_____
Print Name

EXHIBIT E

LISTING OF CONSULTANTS AND SUBCONTRACTORS

PROJECT NAME: _____ PROJECT NO: _____

CIVIL: Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***ELECTRICAL*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
LANDSCAPING Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***ESTIMATING*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***OTHER*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***OTHER*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

EXHIBIT F

AMENDMENT TO AGREEMENT
BETWEEN SANTA FE COUNTY AND _____
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: _____
Yvonne S. Herrera
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 Order: $
Contract Sum will be increased by this Change Order in the amount of: $
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 INLCUDED IN THIS CHANGE ORDER

ACCEPTED AND APPPROVED:

OWNER - SANTA FE COUNTY

_____ _____

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

_____ _____

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department

_____ _____

Yvonne S. Herrera
Finance Director

Date

ARCHITECT

_____

By:

Date: _____

CONTRACTOR

_____

By:

Date: _____

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

APPENDIX F

SFCHA Housing Study

Camino de Jacobo Property

Pre-Design Document

6-5-20

autotroph

Site Photos

1) View looking East

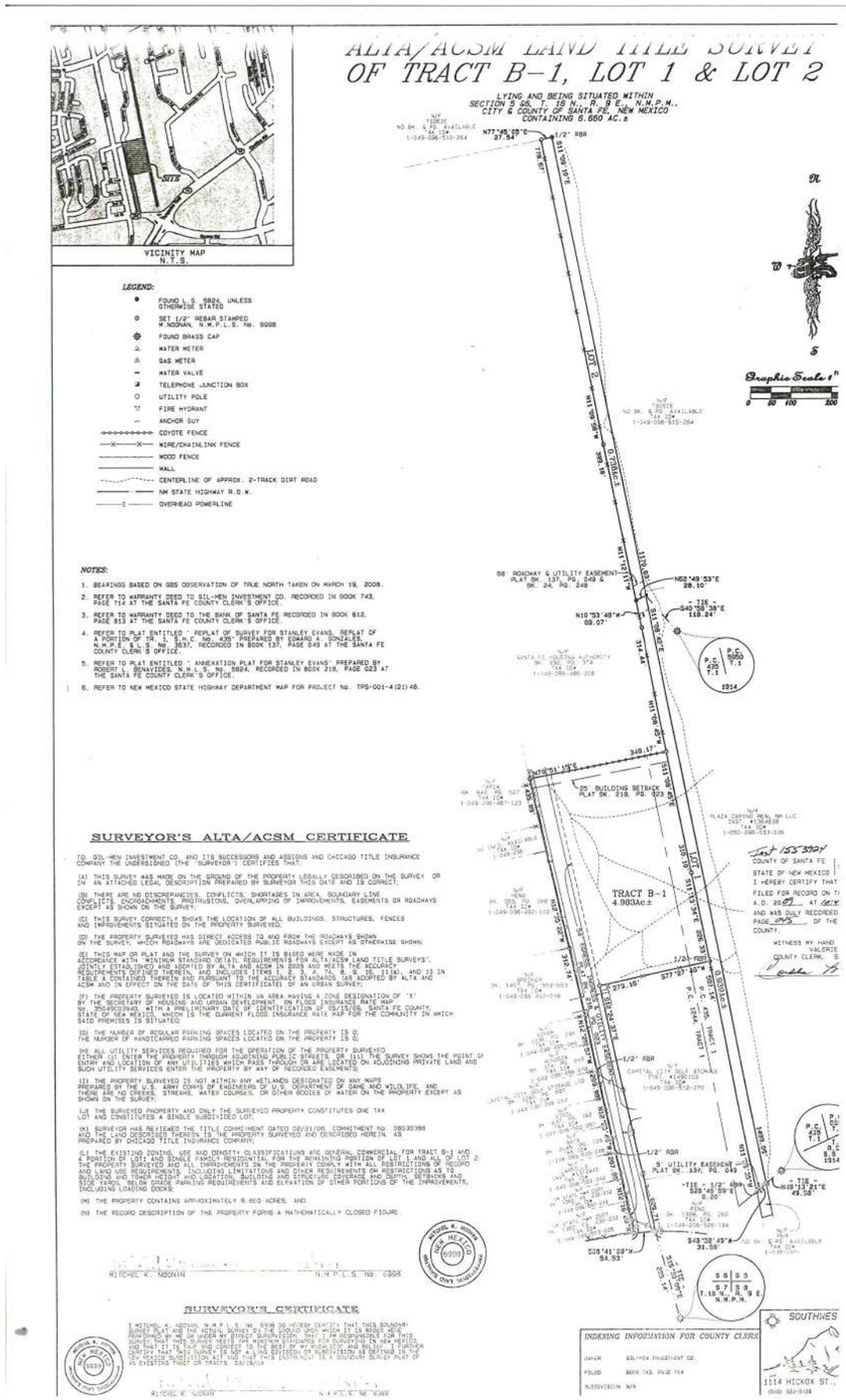
2) View looking Southeast

3) View looking North

4) View looking Northeast

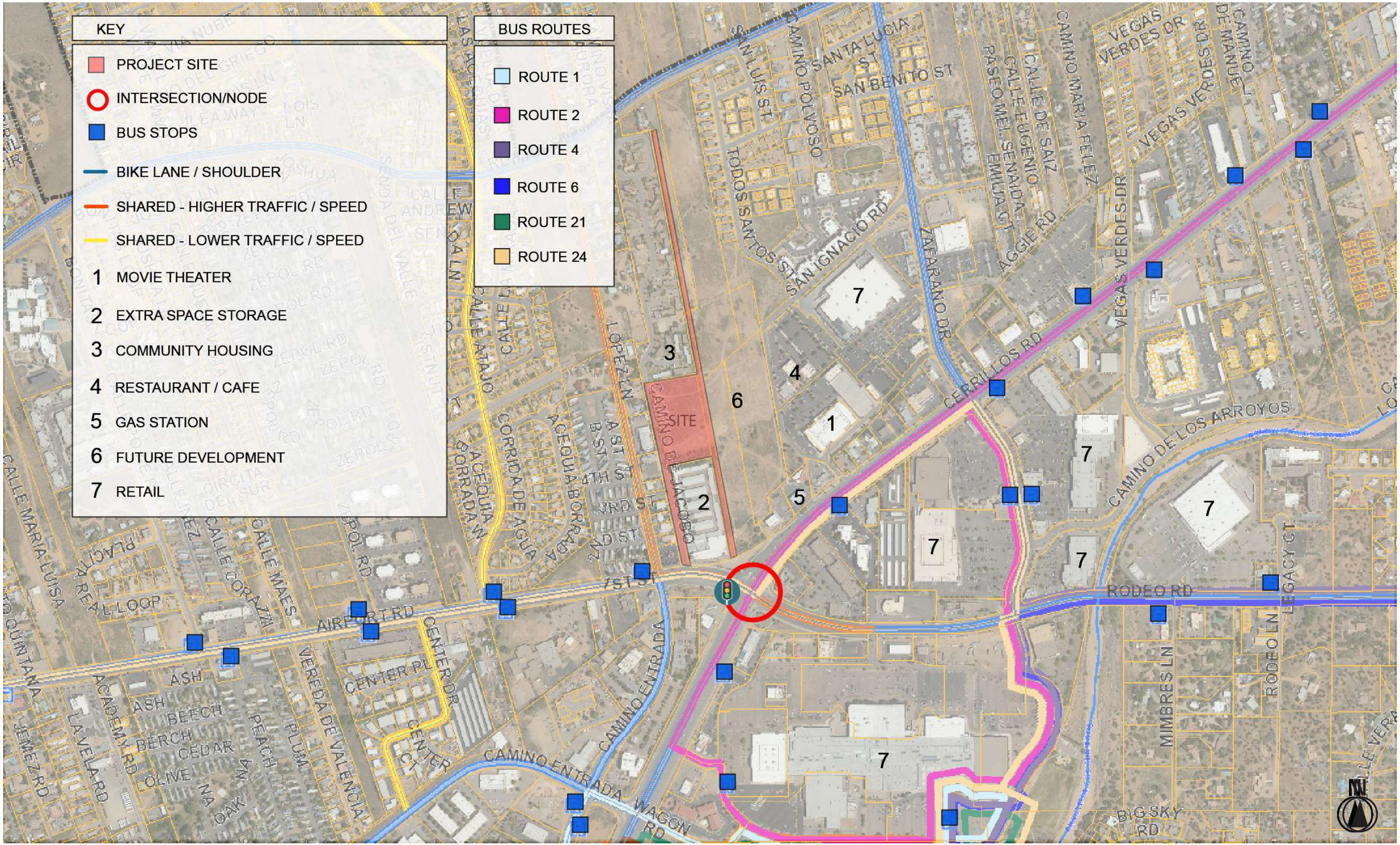
Site Photos

Site Survey

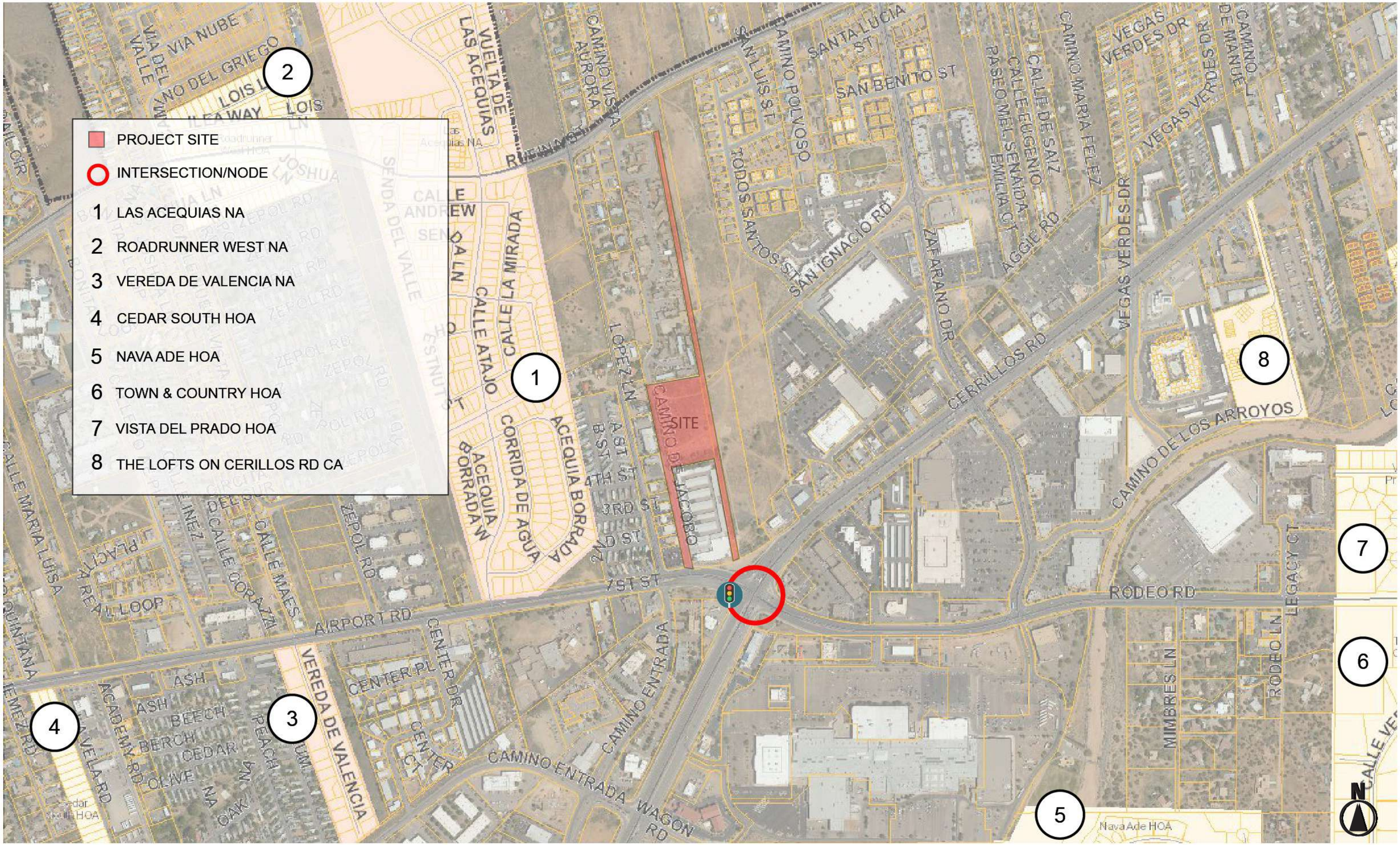


Site Analysis

TRANSPORTATION & ADJACENT LAND USE MAP

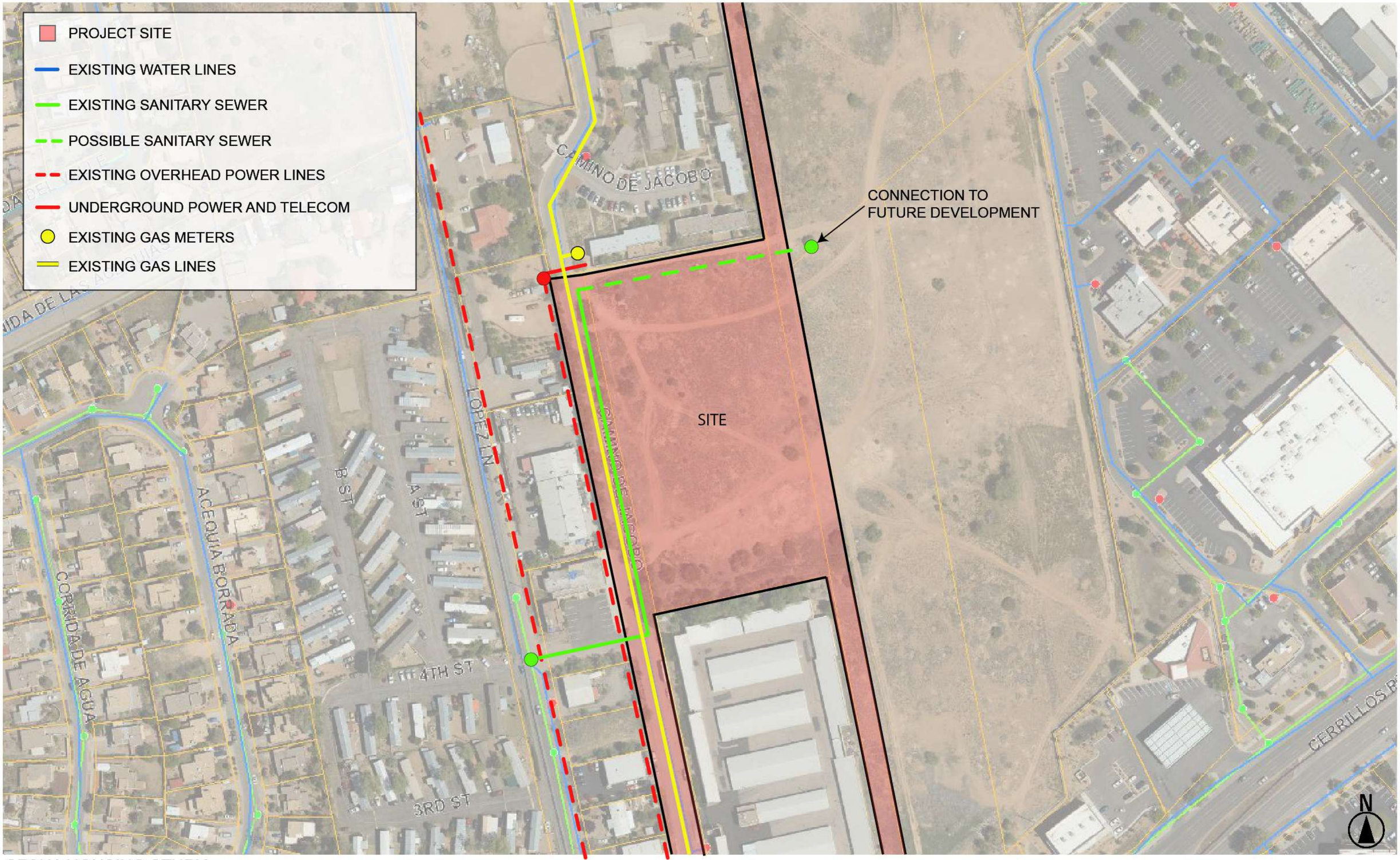


NEIGHBORHOOD ASSOCIATION MAP

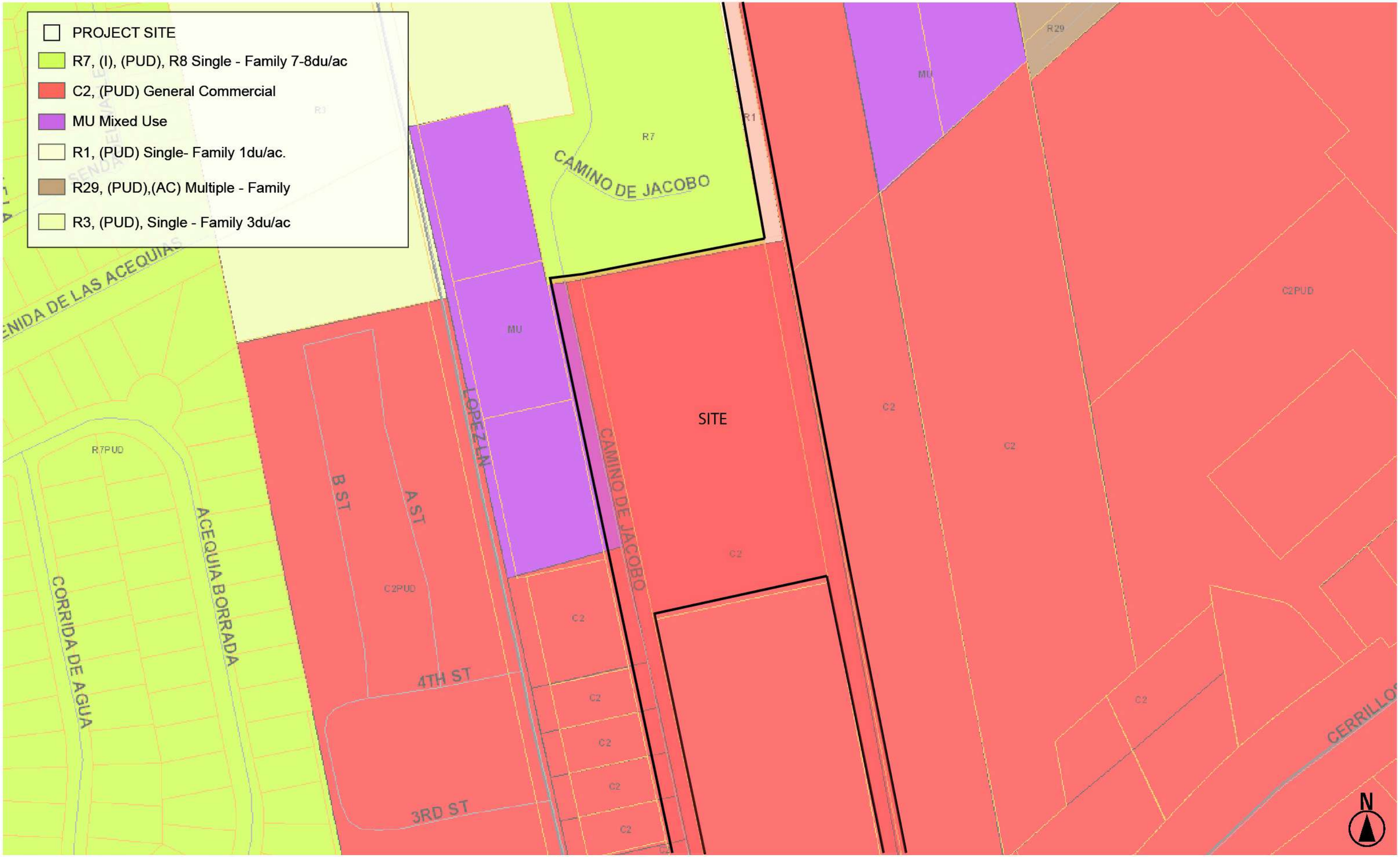


CONTOUR & DRAINAGE MAP

UTILITY MAP


PROJECT SITE
EXISTING WATER LINES
EXISTING SANITARY SEWER
POSSIBLE SANITARY SEWER
EXISTING OVERHEAD POWER LINES
UNDERGROUND POWER AND TELECOM
EXISTING GAS METERS
EXISTING GAS LINES
CAMINO DE JACOBO
CONNECTION TO
FUTURE DEVELOPMENT
SITE
LOPEZ LN
B ST
A ST
ACEQUIA BORRADA
CORRIDA DE AGUA
4TH ST
3RD ST
CERRILLOS
N

ZONING MAP



SFCHA HOUSING STUDY

City of Santa Fe & Land Use Department Requirements:

From the zoning map:

Tract B-1: C-2 - ±4.983 Ac including the Jacobo access easement
Less Jacobo access easement: ±3.540 Ac.
Portion of Lot 1 for potential development: ±0.334 Ac.

Lot 1: C-2 – ±0.701Ac.
R-1 – ±0.238 Ac.

Lot 2: R-1 – ±0.738 Ac.

14-4.3 - NONRESIDENTIAL AND MIXED-USE DISTRICTS

(B) C-2 General Commercial District

The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development , to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

Per Table 14-6.1-1 Dwelling. Multiple family (IBC R-2) is a permitted use (See Section 14-6.2(A)(7) for additional regulations for principal dwelling units in the C-2 districts.)

Section 14-6.2(A)(7) Dwelling Units in Specified Commercial Districts (Ord. No. 2016-39 § 4) In the C-2 Districts, dwelling units do not include mobile homes or recreational vehicles and shall be either:

(a) accessory dwelling units for occupancy only by owners , employees or tenants of nonresidential *uses* that are operated on the same premises ;

(b) part of a planned development ; or

(c) part of a *use* for which a development plan or special *use permit* is required; or

(d) part of a qualifying residential project within the Midtown LINC Overlay District.

TABLE 14-7.3-1: Table of Dimensional Standards for Nonresidential Districts (Note 1)

District: C-2
Minimum District and Lot Size: **None** (Also see §14-7.5(D)(8)(c): Open Space Requirements)

§14-7.5(D)(8)(c)Additional Requirements in C-2 Districts

(c) C-2 District: *Open space* is required for each ground-floor dwelling unit at a minimum of two hundred fifty (250) square feet. Dwelling units located above the ground floor are not required to provide *open space* .

Maximum Height of Structures: **45**

Minimum Setback Requirements (feet). See Note 1 for additional setback regulations
Street : **15**
Side: **0**
Rear: **10** (See Note 2 for setback abutting residential district) N/A

Maximum Lot Coverage (%): 60 (See Note 8 for non-residential open space requirements)
Note 8. See Section 14-7.5(D) for amount of open space required for non-residential uses. (see above).

Initial scenarios: 31 ground floor apartments. 7,750 sf open space

TABLE 14-8.6-1: Parking and Loading Requirements

Attached dwelling unit (over 5 units): Less than 800 square feet of heated floor area: 1.25/unit
1 assigned space and .25 unassigned space per dwelling unit

Attached dwelling unit (over 5 units): 800-1,200 square feet of heated floor area: 1.5/unit
1 assigned space and 0.5 unassigned space per dwelling unit

Assembly (Private clubs and lodges): One space per each 200 square feet of net leasable area

Offices (Non-medical offices): One space per each 350 square feet of net leasable area

Initial Scenarios: ±134 spaced for 93 units and Community Building

GIS Details for Tract B-1

OBJECTID:	12079	CurrentLan:	545520
UPC:	104909651011400000	CurrentImp:	0
Parcel_Num:	58801860	CurrentAlt:	0
Situs_Line 0:	CAMINO DE JACOBO	Neighborho:	1121007
OwnerName:	SANTA FE COUNTY	Neighbor_1:	SW COMM Industrial
Owner_Line:	102 GRANT AVE	Shape:	N/A
Owner_City:	SANTA FE	Situs_City:	SANTA FE
Owner_Stat:	NM	Situs_Stat:	NM
Owner_Zip:	87501-2061	Situs_Zip:	87507
Legal_Text:	T16N R 9E S 6 4.983 AC TR B-1	Tca_Number:	CI-N
TaxDistric:	CI-N	Is_AFH:	
Property_C:	VAC	Pact_Code:	REAL
Book_Page:	218/023 844/6	Active_Sta:	A
Alt_ID:	T16N R 9E S 6 4.983 AC TRACT B-1	Acreage:	4.983
ADEED:	1879044 REC 02/15/2019 MAV	Shape_Length:	620.5483
ADHST:	743/714/15-16	Shape_Area:	21749.9035

MFA Site Design Considerations

- Parking shall be provided at the minimum numbers as defined by local Zoning Ordinance.
- Parking for bicycles shall be provided at all properties at the ratio of .5 bicycle parking space per unit.
  - Bicycle parking should be provided in secure areas outside of the unit and in locations that do not compromise building safety or exiting. Bicycle parking at exterior locations shall be placed in highly visible locations and adjacent to the units the spaces serve. Bicycle parking may be congregate. Multiple spaces may be accomplished on a single rack. Bicycle parking racks should be fixed and permanent in nature
- Common use site areas shall include refuse collection, mail distribution, laundry, recreation, and congregation. All such areas shall be connected with an accessible route.
  - Refuse collection areas shall be convenient to the units, shall be screened on all four sides, and shall offer room for recycling activities if such service is available in that municipality.
  - Mail distribution areas shall be well lit and secure but shall remain open to the tenants at all times.
- Unless washers and dryers are provided in each individual unit, laundry facilities shall be provided for tenant use at all properties with more than 20 units on the site as follows:
  - One each washer and dryer shall be provided for every 12 units.
  - Laundry facilities shall be secured and well-lit from dusk until dawn.
  - An accessible clothes folding table or counter shall be provided in each laundry facility.
- Site recreational areas shall be provided at all properties.
  - Site recreational facilities shall be provided on an accessible route, and shall encourage physical activity and community interaction.
  - Site recreational facilities shall include accessible play areas, shall be provided for different age groups, and shall encourage physical activity. Activities/play areas for different age groups may be combined within a common play area as appropriate.
  - All play areas shall be located away from high automobile traffic and shall be situated for maximum visibility from the dwelling units.
  - A play area for children under age 5 shall be provided within direct visibility of common spaces.
  - A play area for children ages 5 – 12 shall be provided.
  - For children over age 12 an area of congregation that encourages physical activity shall be provided.
  - Visible warning signs describing play area rules and warning that use is at one's own risk shall be provided at each play area.
  - An accessible, weather resistant, permanently-mounted bench shall be provided at each separate play area.
- Interior community spaces and business offices shall be provided at all properties.
  - All properties shall have an on-site business office of at least 200 square feet and a maintenance room of at least 100 square feet.
  - Accessible public restrooms, at the ratios required by Code, shall be provided.
  - Unless required by local building code, properties containing 20 or fewer units shall be exempt from the requirement to provide interior community spaces, public restrooms and business offices.

Relevant Building Codes:

2015 New Mexico Commercial Building Code (NMCBC) - Title 14 Chapter 7 Part 2
Adopted Model Code: 2015 International Building Code (IBC) (As amended by 14.7.2)

2009 New Mexico Energy Conservation Code (NMECC) - Title 14 Chapter 7 Part 6
Adopted Model Code: 2009 International Energy Conservation Code (IECC) (As amended by 14.7.6)

2015 New Mexico Plumbing Code (NMPC) - Title 14 Chapter 8 Part 2
Adopted Model Code: 2015 Uniform Plumbing Code (UPC) (As amended by 14.8.2)

2015 New Mexico Mechanical Code (NMMC) - Title 14 Chapter 9 Part 2
Adopted Model Code: 2015 Uniform Mechanical Code (UMC) (As amended by 14.9.2)

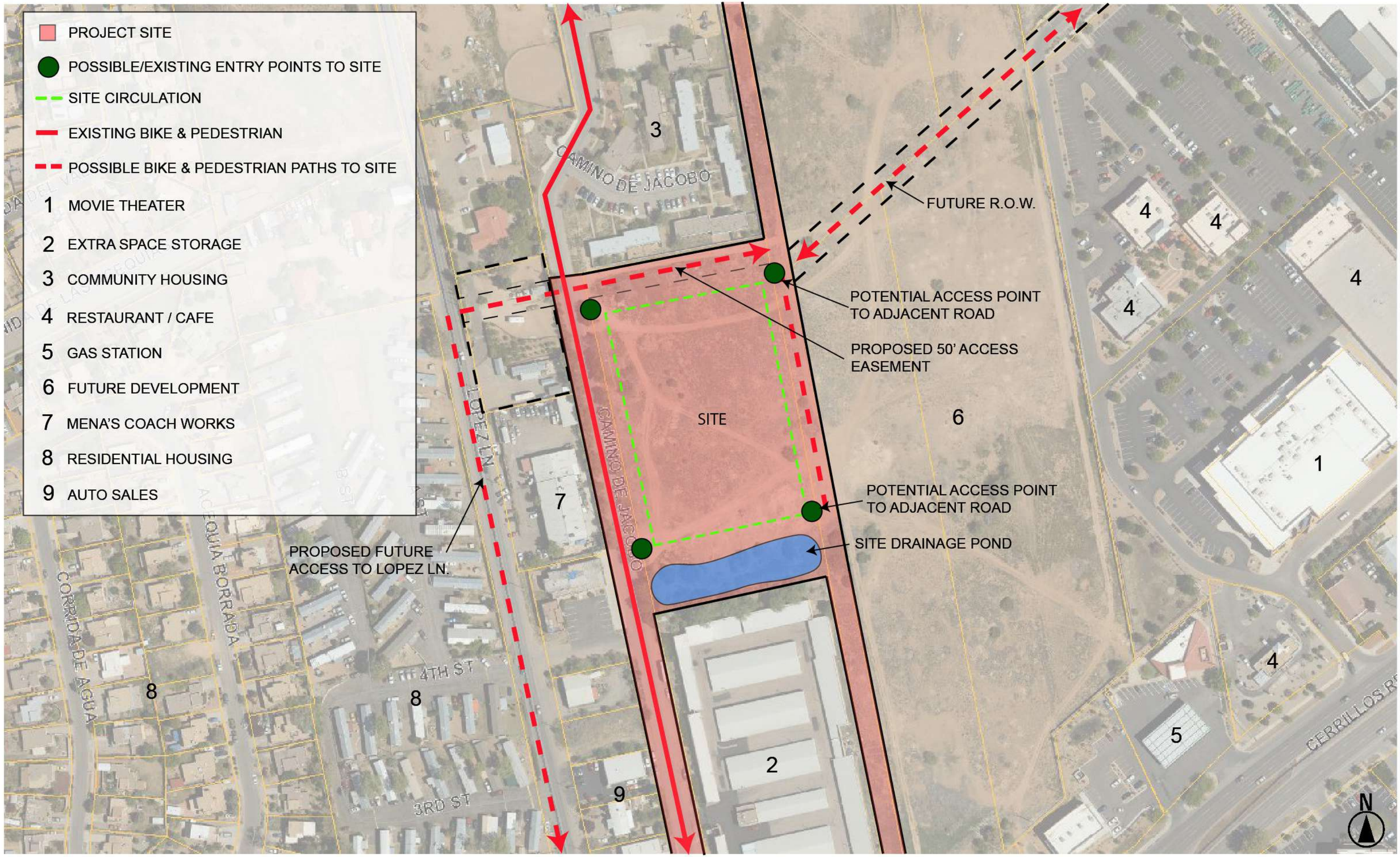
2017 New Mexico Electrical Code (NMEC) - Title 14 Chapter 10 Part 4
Adopted Model Code: 2017 National Electrical Code (NEC) (As amended by 14.10.4)

IBC

CLASSIFICATION: R2

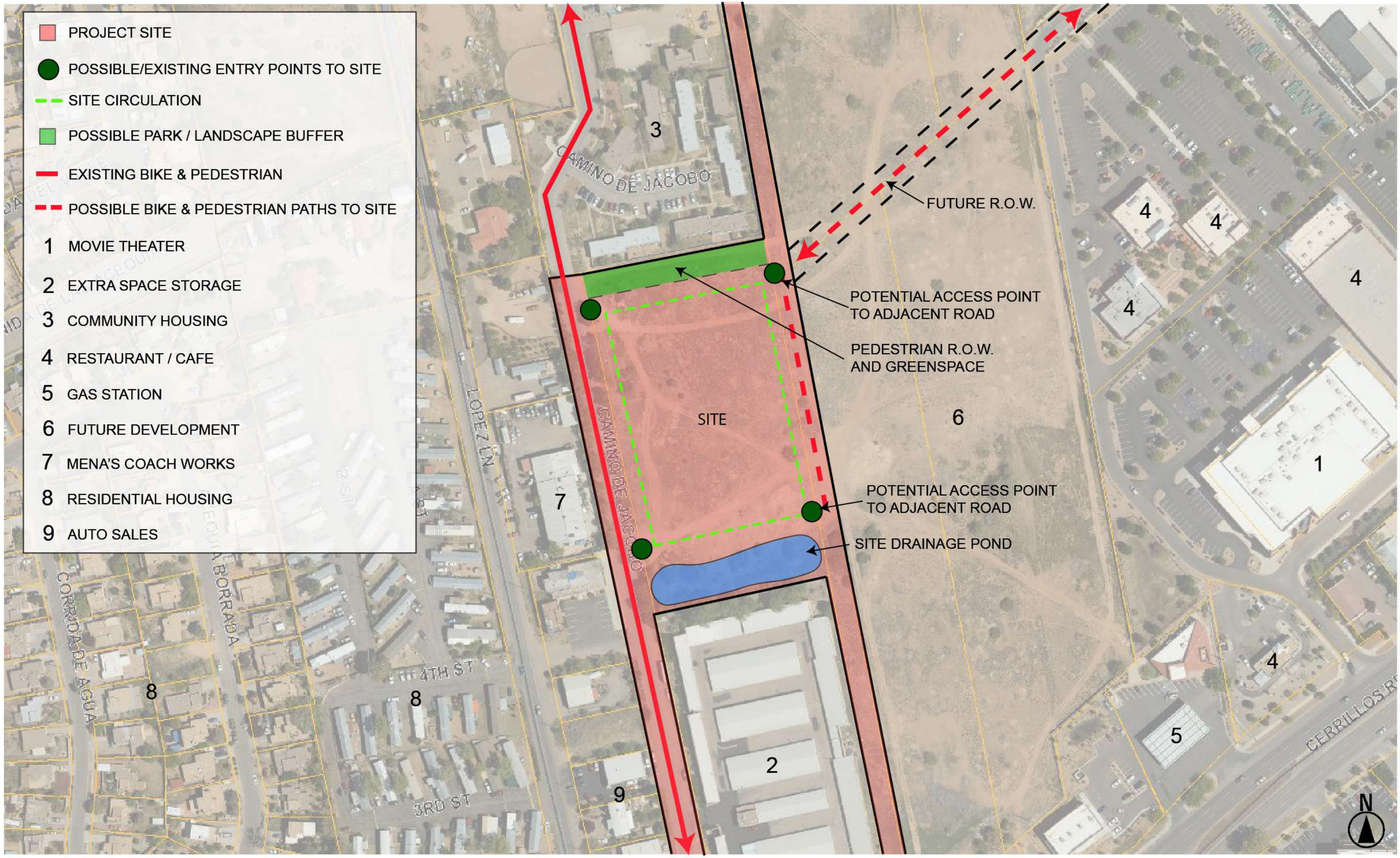
SITE ACCESS MAP

OPTION 1

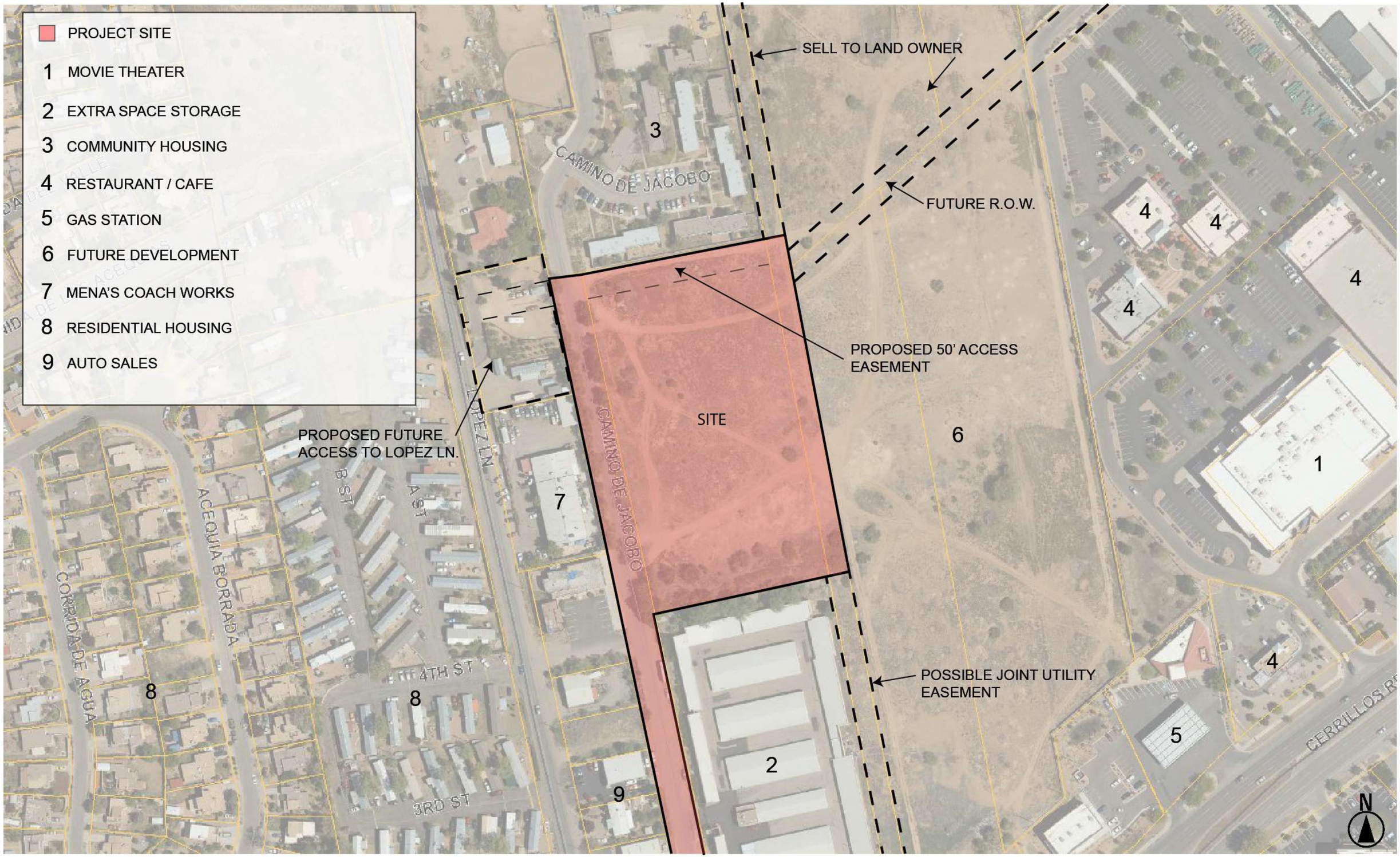


SITE ACCESS MAP

OPTION 2

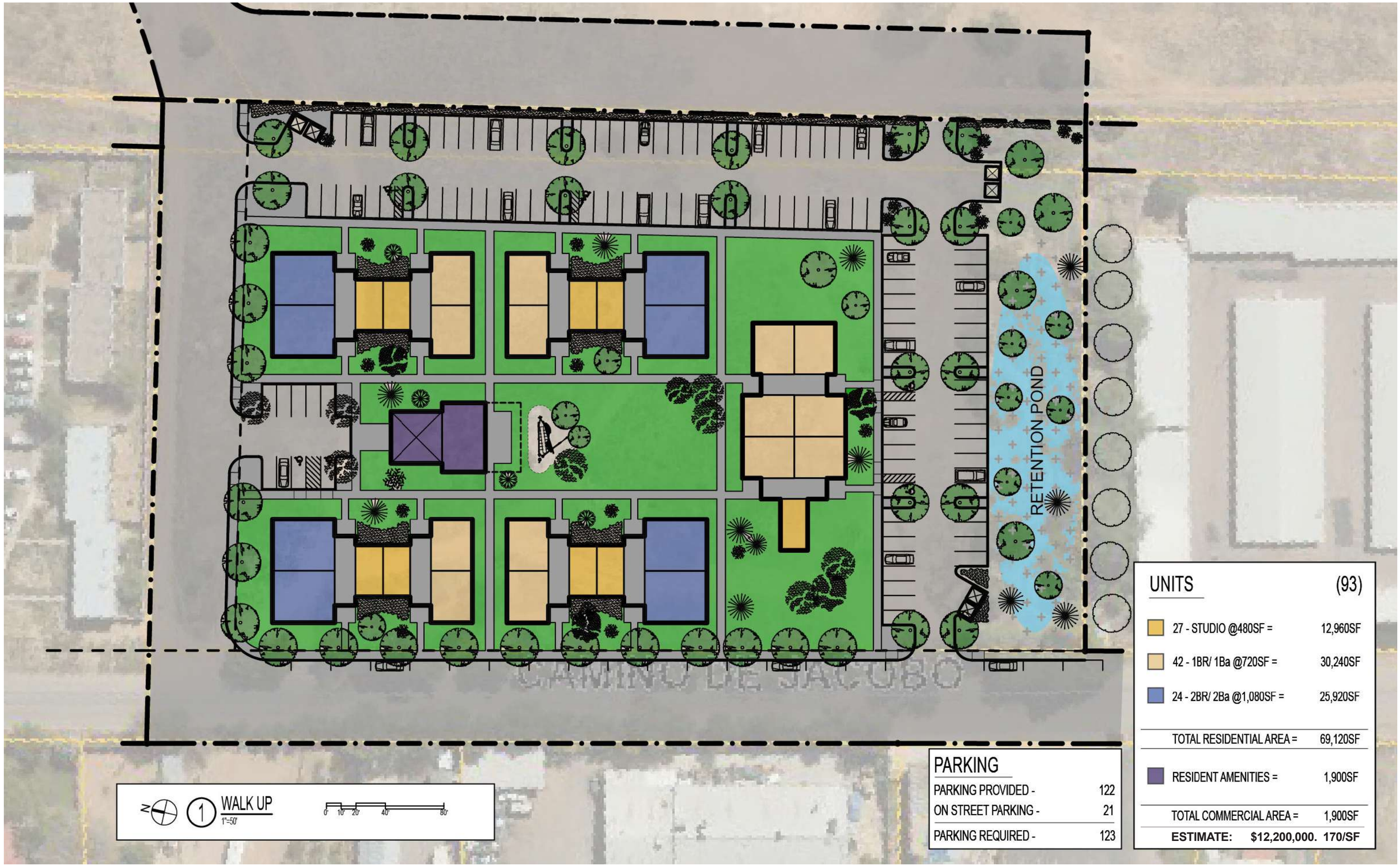


FUTURE LOT ADJUSTMENT MAP



Development Scenarios

Scenario 1: Walk-Up Flats



Scenario 1: Walk-Up Flats (93 Units)

View Looking Northeast

View Looking Southwest

- Studio (27 units)
- 1BR/1Ba (42 units)
- 2BR/2Ba (24 units)
- Resident Amenities

autotroph

Scenario 1A: Walk-Up Flats

UNITS	(93)
27 - STUDIO @480SF =	12,960SF
42 - 1BR/ 1Ba @720SF =	30,240SF
24 - 2BR/ 2Ba @1,080SF =	25,920SF
TOTAL RESIDENTIAL AREA =	69,120SF
RESIDENT AMENITIES =	1,900SF
TOTAL COMMERCIAL AREA =	1,900SF
ESTIMATE:	**$12,200,000. 170/SF**

PARKING	
PARKING PROVIDED -	124
ON STREET PARKING -	21
PARKING REQUIRED -	123

Scenario 1A: Walk-Up Flats (93 Units)

View Looking Northeast

View Looking Southwest

- Studio (27 units)
- 1BR/1Ba (42 units)
- 2BR/2Ba (24 units)
- Resident Amenities

autotroph

Walk-Up Flats Precedents

One Daytona project, Daytona Beach, FL.

601 West San Mateo, Santa Fe, NM.

Victoria Woods Apartments, Draper, UT.

Plaza Cuidana, Albuquerque, New Mexico.

The Heights at Highlander.

Scenario 2: Garden Style Apartments

Scenario 2: Garden Style Apartments (93 Units)

View Looking Northeast

View Looking Southwest

- Studio (27 units)
- 1BR/1Ba (42 units)
- 2BR/2Ba (24 units)
- Resident Amenities

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Garden Style Precedents

Kaleidoskoop Netherlands.

Garden Style, location unknown.

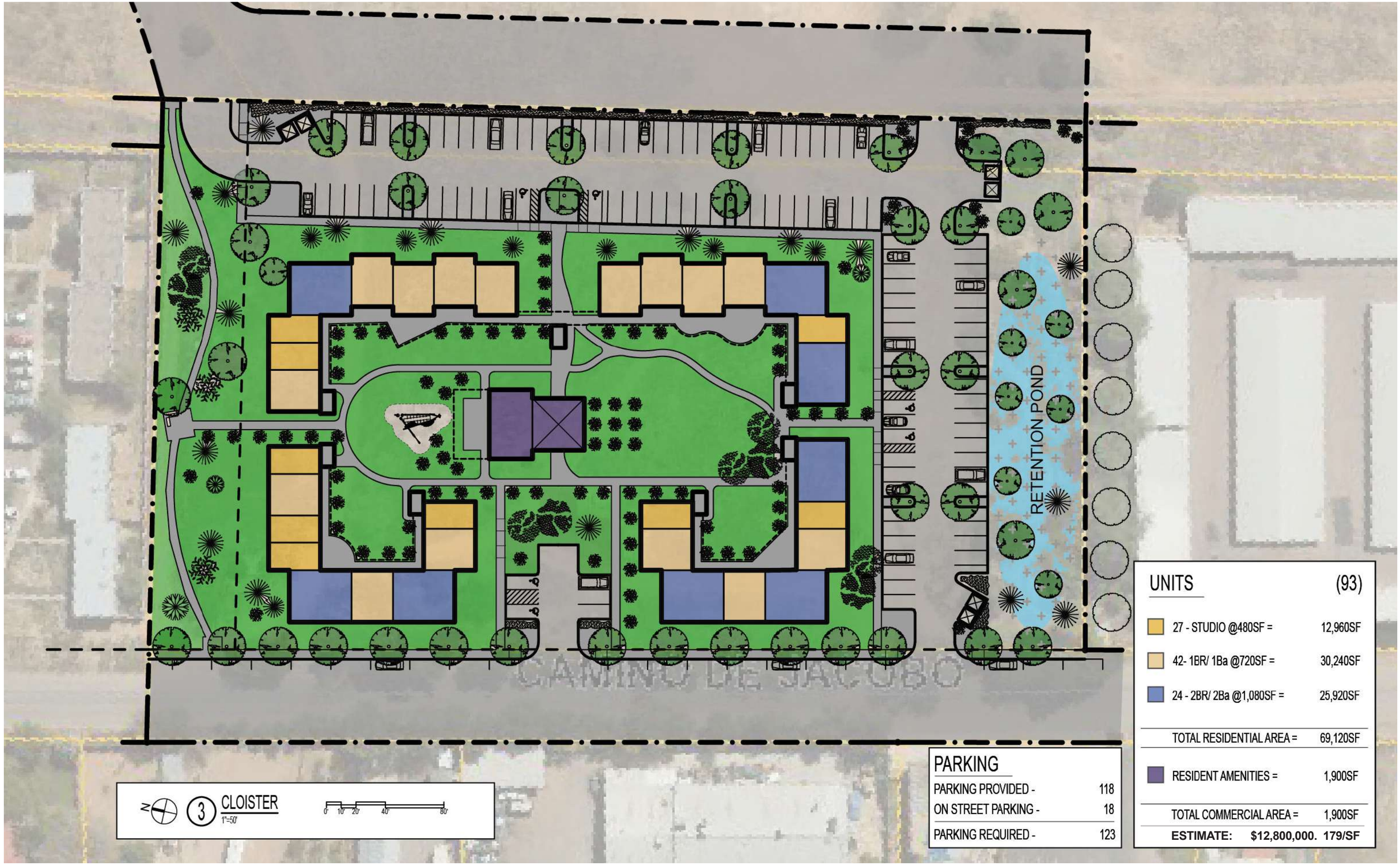
Garden Style, location unknown.

Housing for the elderly, Behnisch & Partner.

Courtyard Apartments Los Angeles LOHA.

The Redwood, Philippines.

Scenario 3: Cloister



Scenario 3: Cloister (93 Units)

View Looking Northeast

View Looking Southwest

- Studio (27 units)
- 1BR/1Ba (42 units)
- 2BR/2Ba (24 units)
- Resident Amenities

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Cloister Style Precedents

Winchester College, Winchester England.

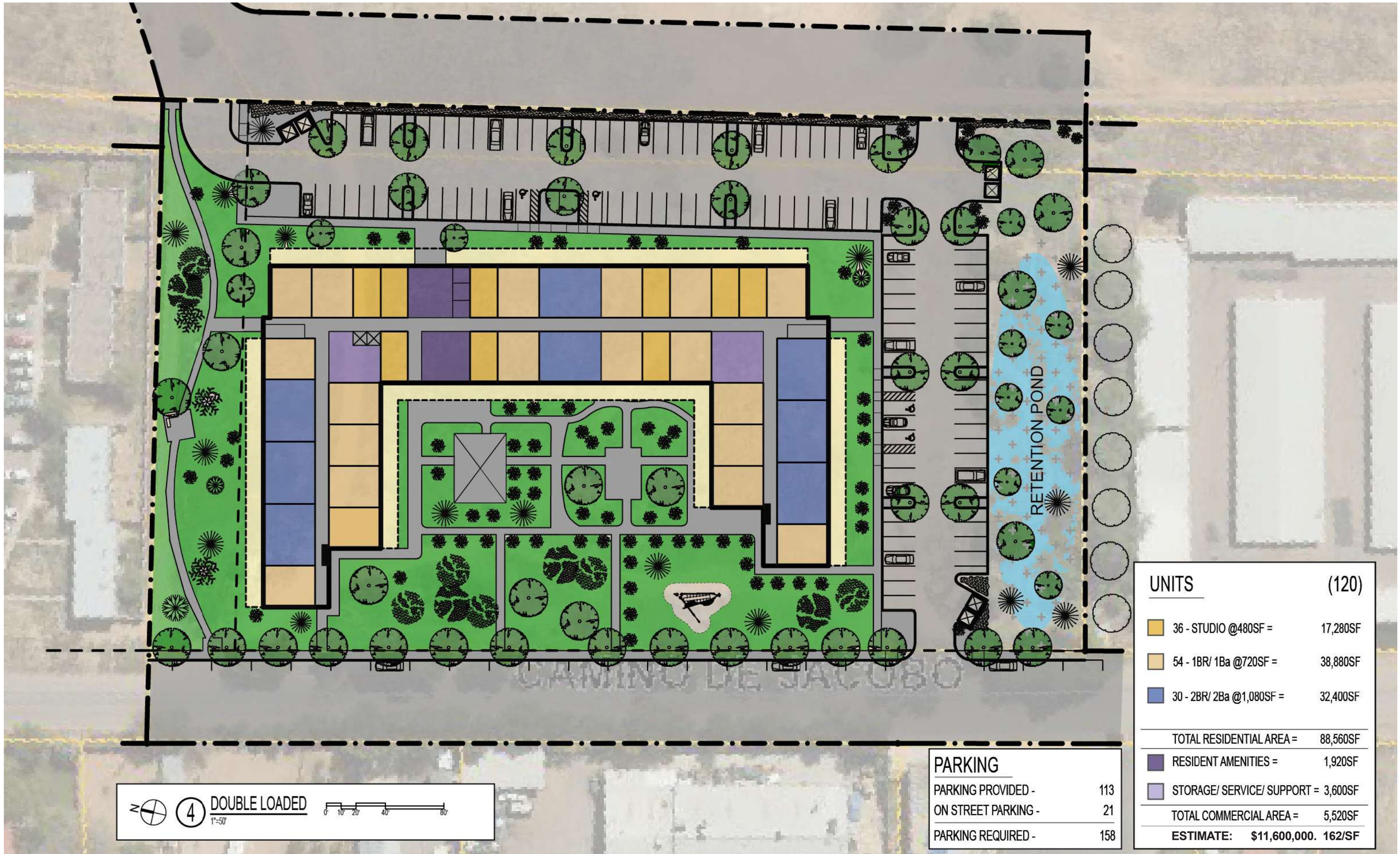
Goodwood Residence Apartments by WOHA.

Onizuka Crossing Family Housing.

Apartment blocks in Nanterre.

Apartment complex by Berger + Parkkinen.

Scenario 4: Double Loaded Corridor



Scenario 4: Double Loaded Corridor (120 Units)

View Looking Northeast

View Looking Southwest

- Studio (36 units)
- 1BR/1Ba (54 units)
- 2BR/2Ba (30 units)
- Resident Amenities
- Storage/ Service/ Support

autotroph

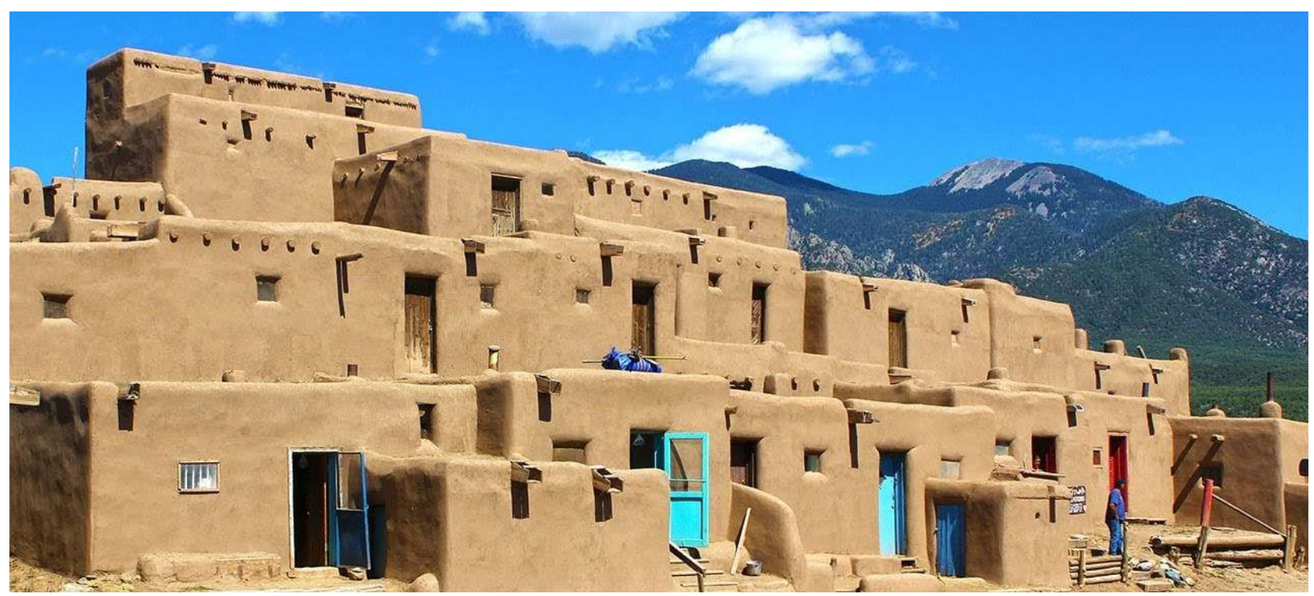
Double Loaded Corridor Precedents

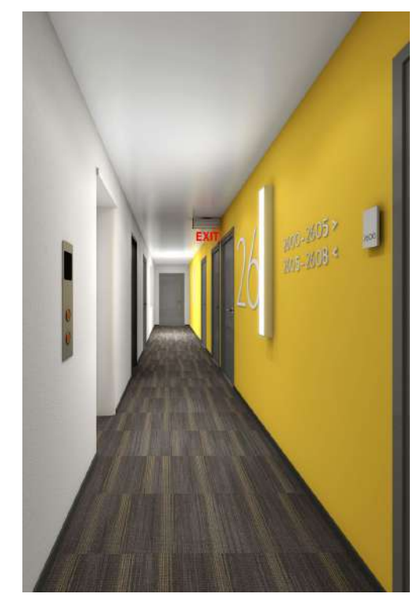
Railyard Flats, Santa Fe, NM.

Belgica, You Studio.

Domino Sugar Site, Brooklyn, NY.

Royal Road Housing, London.


Taos Pueblom, Toas, NM.


Wave Apartments, Chicago, IL.

222 E Marcy St #19, Santa Fe, NM 87501