

**AGREEMENT BETWEEN SANTA FE COUNTY AND BUFFALO  
DESIGN ARCHITECTS, INC. FOR 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 will render this document null and void.

**PROJECT: Architectural Design services for a building expansion.**

**PROJECT LOCATION: 242 Dinosaur Trail in Santa Fe, New Mexico**

**THIS AGREEMENT** is made and entered into on this 17th day of March, 2026, by **Santa Fe County** (the "County"), a political subdivision of the state of New Mexico, and **Buffalo Design Architects, Inc.**, 10899 Montgomery Blvd. NE, Albuquerque, New Mexico, an architectural firm licensed to do business in the State of New Mexico (the "Architect").

"County":  
Gregory S. Shaffer, County Manager  
Santa Fe County  
102 Grant Avenue  
PO Box 276  
Santa Fe, New Mexico 87504-0276

"Architect":  
Mike Salvador, Principle  
Buffalo Design Architect, Inc.  
10899 Montgomery Blvd, NE  
Albuquerque, New Mexico 87111

## RECITALS

**WHEREAS**, the County needs the Architect to perform architectural services for the design and construction of an expansion of a building currently used by the Santa Fe County Clerk and located at 242 Dinosaur Trail, Santa Fe, New Mexico; and

**WHEREAS**, in accordance with NMSA 1978, Section 13-1-129, the Procurement Manager determines that the procurement of this professional service by this Architect may be procured utilizing an existing contract with Cooperative Educational Services (CES) Contract No. 2023 01-C1129-ALL; 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**, the parties agree as follows:

### 1. PURPOSE OF THIS AGREEMENT

- A. The purpose of this Agreement is to provide for the Architect's provision of architectural services for programming, schematics, design development, construction documents, bidding and negotiation, construction administration, project closeout and 11-month warranty inspection on the project to expand and improve a building currently being used as office space and other purposes by the Santa Fe County Clerk at 242 Dinosaur Trail in Santa Fe, New Mexico.
- B. The Architect will provide a completed Consultant and Subcontractors list (see Exhibit E) if the Architect plans to use consultants or subcontractors for the project. If the Contractor makes any changes to Exhibit E after the County initially approves the consultants and/ or subcontractors listed in Exhibit E, the changes must be made by an amendment (see Exhibit F) and approved by the County. The Architect will not commence any services under this Agreement until the County sends the Notice to Proceed (see Attachment 1).

### 2. ARCHITECT'S SCOPE OF SERVICES

The Scope of Services includes the following:

- a) Programming/ Schematic Phase (30%)
- b) Design Development Phase (25%)
- c) Construction Document Phase (25%)
- d) Bidding/Negotiation Phase (5%)
- e) Construction Administration Phase (15%)
- f) Topographical Survey
- g) Geotechnical Investigation

- h) Construction Cost estimating
- i) Construction Close-Out and 11-month post warranty

### 3. BASIS FOR COMPENSATION

The fee for basic services is based on a percentage of the Maximum Allowable Construction Cost (MACC) as may be adjusted by building type, design complexity, and Scope of Services. In this case the Scope of the Services will assist the County in identifying the MACC. The budgeted amount for the Basic and additional design services is \$275,816.00, *exclusive* of NM GRT. The MACC for the purpose of calculating the fee for Basic Services is not adjusted at the time of the award of the construction contract. If the MACC and/ or the percentage are changed the Architect's Basic Services fee will be adjusted as appropriate.

### 4. COMPENSATION, INVOICING, AND SET-OFF

- A. The County will pay the Architect in full payment for services satisfactorily performed and all costs and expenses will be in accordance with Exhibit A (Compensation and Schedule).
  - 1) The total amount payable to the Architect will not exceed **\$275,816.00**, *exclusive* of NM GRT. Any NM GRT levied on the amounts payable under this Agreement will be paid by the County to the Architect.
  - 2) This amount is a maximum and not a guarantee that the services to be performed by Architect will equal the amount stated above. 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 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.
- B. The Architect will submit a written request for payment (Exhibit B) when payment is due for each phase of service. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the items or services for which payment is sought. The Architect acknowledges and agrees that the County may not make any payment unless and until the County has issued a written certification accepting the items or services. Within 30 days of the issuance of a written certification accepting the items or services, the County will tender payment for 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 will be subject to late payment charges of 1.5% per month until the amount due is paid in full.

- C. 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.
- D. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payment.
- E. The Architect must submit with its billings certification that payment has been made to all consultants, suppliers, and others for materials and services required by this Agreement.
- F. No deductions or withholdings will 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 services and work other than those for which the Architect may be legally liable.
- G. 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, the Architect will, 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 documentation from the Architect, 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 will these provisions be construed to impose any obligation upon the County to the Architect.
- H. In the event of termination or suspension of a project due to the fault of parties other than the Architect, the Architect will be compensated for services performed to the date of termination.

## 5. BASIC SERVICES

### The Architect's Basic Services

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

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

Basic Services will 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 user of the building or facility. Based on the data provided by the County and pursuant to consultation with the County, the Architect will prepare a document that defines the scope of the project. The programming document must reflect the limits of the MACC and provide an estimated duration for construction.
- 1) The Architect will include in the program document the results of site investigation and the field verification of any information provided by the County.
  - 2) The County will 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 will be provided in the form of a written memorandum.
  - 3) The County will schedule a meeting between the Architect and the County's representative to define the relationship among the parties. The Architect will advise the County, in writing, of any information required which has not been provided by the County and/ or any conflicts between the established programming requirements and the MACC.
  - 4) The Architect will obtain the approval of the County, in writing, of the Programming Phase before commencing work on the Schematic Design Phase. The Architect will 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 services are to be performed, correlated its observations with current code requirements and life safety needs, and has a clear understanding of existing conditions for the project.
- B. Schematic Design Phase. Upon completion of the Programming Phase the Architect will 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 will be sufficient to accomplish and demonstrate a design concept for a project that is satisfactory to the County. The Architect will 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 which are incorporated into this Agreement by reference. Where applicable, the provisions of these documents will apply. The Architect will brief the County and obtain the written approval from the County for the Schematic Design Drawings and documents. This review and approval will include the life-cycle costs. The Architect will obtain the written approval of the County of one of the proposed design schemes, as modified by any comment during review, before commencing services on the Design Development Phase.

- 1) The Architect will 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 will 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 will 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. These documents must 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 will 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) will be compensated as an Additional Service and the schedule of delivery of the Architect's services will be equitably adjusted 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 will provide the detailed requirements for the construction of the entire project.

- 1) The Construction Documents must include written and graphic elements indicating contracting requirements, specifications and contract drawings. If the Architect is to provide professional design services, layouts of equipment or certifications related to systems, materials or equipment that are not included in the Construction Documents, the Architect will clearly define and identify such services and specify all performance and design criteria that such services must satisfy within the Construction Documents.
- 2) In preparing the Construction Document, the Architect will, as directed by the County, prepare the necessary bidding information, bidding forms, and the project manual, which must 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 will incorporate in the Invitation for Bid (IFB) the Construction Documents, Specifications and Project Manual.
- 3) The IFB will be prepared by the Architect as directed by the County, and must include the bid date, location and time, which will be prepared by the County and Architect and submitted to the County's Purchasing Division during the Bidding Phase. The Architect will assist the County in filing the required documents for the approval of any governmental or other authorities having jurisdiction over the project.

- 4) Construction Drawings: In addition to the electronic CAD files, PDF files and related electronic documents, the Architect shall provide three full drawing sets to the County. Hand-drawn drawings, when approved in advance by the County, must 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 will be specified in the Contract Documents. The Bidding or RFP Documents will include a list of those items (or categories of items) for which shop drawings or submittals are required.
- 7) The Architect will 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 Sustainable Land Development Code, Growth Management Division,
  - c. If applicable, the Occupational Health and Safety Bureau; Environmental Protection Division; Environment Department,
  - d. If applicable, the Health Facility Licensing and Certification Bureau; Health Improvement Division; Department of Health,
  - e. If applicable, the 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.
- 8) The Architect will 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, as appropriate.
- 10) Project Wage Determination: The Architect will, 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 NMSA 1978, Section 13-1-11. 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 must include a wage rate determination in the Bidding or RFP Documents. Federally funded projects will require both state and federal wage rates.

- 11) Upon completion of the Construction Documents, the Architect will brief the County on the Bidding Documents, specifically addressing previous County concerns and requirements. At this briefing, the Architect will furnish the County a final and detailed statement of probable construction cost, including an updated project schedule. The Architect will 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 must be notified immediately in writing with proposed recommendations to reconcile the same.
  - 13) The Architect will 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 the documents and drawings.
  - 14) The Architect will 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, will assist the County in obtaining bids and preparing contracts for construction, as requested by the County. The final Invitation for Bid for Construction will be prepared by the County and forwarded to the Architect and the County will issue a purchase order authorizing the advertisement or solicitation for the project.
- 1) The Architect shall provide sets of Bidding Documents to the County and sets as appropriate to all Bidders requesting documents for bidding purposes. Prime Bidders will 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 will provide additional Bidding Documents to be placed in plan rooms and the Architect's office for review by prospective Bidders.
- 3) The Architect will 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 will 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 will 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 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 actual 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 11-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 will not be modified without the County's written consent.
- 2) The Architect will be the representative of the County during the Construction Phase and will advise and consult with the County. Instructions to the Contractor will be forwarded only through the Architect. The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents.
- 3) The Architect will at all times have access to the work, whether it is in preparation or progress.

- 4) The Architect will submit to the County, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contractor. The Architect will make periodic visits to the site at such times as appropriate during the progress of the work for the purpose of notifying the County on the progress and condition of the work and adequately represent the County. Additionally, the Architect will 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 will 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 will immediately notify the Contractor and the County of the nature of the work required to correct such non-compliance.
- 5) The Architect will 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 will be documented in field reports submitted to the County within seven days of each site visit.
- 6) The Architect will not have control or charge of and will 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 will 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 will issue Certificates for Payment in such approved amounts as provided in the Contract Documents.
- 8) The issuance of a Certificate and recommendation for payment will 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 the results of any subsequent tests required by or performed under the Contract

Documents, minor deviations from the Contract Documents correctable prior to completion, and any specific qualifications stated 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 will 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 will 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 will 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 must be consistent with the requirements and intent of the Contract Documents and will be in written or graphic form.
- 11) The Architect's decisions in matters relating to artistic effect will be final if consistent with the requirements of the Contract Documents.
- 12) The Architect will have authority to reject work that does not conform to the Contract Documents. Where rejected work is not promptly corrected, the Architect will recommend to the County that the work be stopped. 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 will 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 will 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 must be taken with reasonable promptness to prevent delays. The Architect's approval of a specific item will 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 will 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, will be prepared by the Architect. Change orders will not become effective or binding on the County or Contractor until signed by the County and others whose signatures are required on the change order (see Exhibit F Change Order form). Using this form the change order may be initiated by either party requesting a change. Approval in writing by the County of a completed change order modifies the construction contract to the extent indicated in the change order. No work that could reasonably be expected to alter the contract price or materially alter the project will be undertaken until the County has approved a completed change order that outlines the desired change. 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 date of Substantial Completion and Final Completion. The Architect will 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 will 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 will 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, will not be borne by the County and will constitute adequate grounds for dismissal or other action against the Architect.

- 19) As part of the Architect's Basic Services, the Architect will 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 will 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 will be produced by the Architect and will consist of a set of reproducible drawing sheets, based on a Mylar format, specifications on 8 1/2" x 11" paper and will provide all the As-Built conditions documented by the Contractor for the project. The Architect will 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 will duplicate the conditions documented on the Mylar Record Drawings. Further, the Architect will 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 must submit to the County its recommendations regarding the completion of all construction contracts. The Architect will 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 will obtain and deliver to the County a signed receipt for all materials turned over.

- 1) The Architect must 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 will, 11 months after Substantial Completion of the 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 will provide a written report of this activity to the County within seven calendar days. The County, through the Architect, will notify the 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 will be used if there is any amendment to the Architect's Basic Services.

## 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 5. B. 5) above will be provided, the Architect will, 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 will be selected, employed, and directed by the Architect. The Architect will be compensated therefore as mutually agreed between the County and the Architect as set forth in an approved amendment to this Agreement, which will, in addition, describe the duties, responsibilities, and limitations of authority of such Project Representative.
- B. Through the observations of such Project Representative, the Architect will 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 Contract Documents and plans and specifications; but the furnishing of such project representation will 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 will not diminish the rights, responsibilities, or obligations of the Architect. The County Representative's duties and limits of authority will be established so as not to conflict with those of the Architect. The Architect will 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 for 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 will 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 will be provided when authorized in advance in writing by the County, and they will be paid for by the County as outlined below (see Exhibit D – Amendment of Additional Services form). Additional services may include, without limitation 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 revisions 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 MACC. The Architect will 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 will inspect the installation and prepare a list of items requiring correction. Upon notification from the installer that all corrections have been made, Architect will 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 will 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, will be computed by applying a multiple not to exceed 1.10 times the amounts billed to the Architect for such services. The Architect will provide the County for its 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 will be attendance at, and record minutes of, all meetings required by this Agreement throughout the course of the project. The Architect will initiate additional meetings related to this Agreement and the project when necessary. The Architect will distribute copies of meeting minutes to participants and other interested parties as directed by the County within seven calendar days. The Architect's consultants will 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 must 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 will 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 that will occupy the project.
- 2) To the extent practicable and reasonable, the Architect will 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 volts, 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 will be designated by the County's Information Technology Division.

## **10. FURNISHINGS AND EQUIPMENT**

The Architect will provide dimensional, color finish, power, etc., information necessary to specify any moveable furnishings and equipment not included in the project. Dimensional furniture plans will 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 will be compensated as 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 will coordinate with utility companies and other agencies.

## 12. SOFTWARE REQUIREMENTS

- A. Drawing Formats. All CAD drawings will 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 work processor documents, spreadsheet documents, or slide presentations will be those used by the Microsoft family of office software such as Word, Excel, and PowerPoint. The Architect will contact the County for the version(s) that are required. 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 will 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 master 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 will 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 must be maintained. All database tables will conform to the structure and field naming guidance provided by the County. The Architect will conform database file format preference with the County prior to issuance of database files.
- E. File formats for project management documents will be either that used by Microsoft project or hard copy. Architect will confirm file format with County.
- 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. The Architect will 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 above.

### **13. KEY PERSONNEL AND CONSULTANTS**

The Architect's key personnel including consultants and subcontractor's listed in Exhibit E will remain assigned for the duration of the project. Any substitutions, replacement of or additions to, the Architect's key personnel, consultants or subcontractors listed in Exhibit E requires advance notice to the County and the County's written consent. Changes to Exhibit E must be made by amendment using the form in Exhibit F (Amendment of Consultant and Subcontractor's list). The County may require substitution of any of the Architect's key personnel, consultants or subcontractors provided that the County first notifies the Architect in writing and allows a reasonable period for any 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 the project, a written notice of such will be provided to the County stating the same. Geotechnical engineering and any necessary surveys will be provided by the County.

### **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 the project will be considered additional services or a reimbursable expense.

### **16. STANDARD OF CARE**

The Architect represents that its officers, agents, employees and consulting professionals possess the experience, knowledge, and character necessary to qualify them individually for the services to be performed by them under this Agreement. All services will be performed in accordance with the standards of their respective professions. Such affirmation by consultants, subconsultants, joint ventures, and agents will 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 will

be provided by the design professional responsible for the overall coordination of the 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 will submit documents for review as required by this Agreement. The Architect will provide five sets of review documents to the County for each review. Following the reviews, the Architect will respond to the County's Project Manager in writing to all review comments and questions within 14 calendar days.

## **19. SITE**

The site is the physical location of the project 242 Dinosaur Trail, Santa Fe, including all land acquired for the project or associated with the project, including surface drainage, wells, transmission lines, easements, rights-of-ways, roadway and existing facilities that may be directly or indirectly affected by the project or that might affect the project.

## **20. TIME**

The Architect will perform Basic and additional services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Architect will submit, for the County's approval and as part of this Agreement, a schedule of performance of the Architect's services and must include allowances for periods of time required for the County's review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the County, will not, except for reasonable cause not within the control of the Architect, be exceeded by the Architect. Failure of the Architect to perform within the schedule except through authorized extensions will 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 furtherance of the completion of the project. The Architect must not incur expenses for which the Architect is entitled reimbursement until the County gives written approval. Reimbursable expenses include without limitation:

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

- B. Expenses of fees paid for securing approvals of authorities having jurisdiction over the project.
- C. The Architect will 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 will be 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 will 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 will 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 will be provided as part of the Architect's Basic Compensation.
- E. Reimbursable expenses, if allowed by this Agreement, will 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. THE COUNTY'S RESPONSIBILITIES**

- 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 will examine documents submitted by the Architect and render decisions promptly to avoid unreasonable delays in the progress of the Architect's services.
- B. The County may designate a project manager for the project who will 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 will be communicated to the Project Manager.
- C. The County will ensure review in writing of each project phase and notify the Architect of the accord.
- D. The County will 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 the project or nonconformance with the Contract Documents, prompt written notice will be given by the County to the Architect.
- H. The County will provide required information and services and will render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services.

### **23. RESPONSIBILITY FOR CONSTRUCTION COST**

- A. When the detailed statement of probable construction cost required by subparagraph 5.B.11) or an evaluation prepared by the Architect indicates that the project exceeds the MACC, the provisions below will apply:
  - 1) Evaluations of the County's project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Architect represent 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 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 will be modified. The MACC, at the start of the Schematic Design Phase, may only be adjusted based upon modifications to the Scope of Services approved in advance by the County. The Architect will notify the County in writing at any time the estimated cost of construction is expected to exceed the MACC. The Architect's written notification must include a detailed explanation and 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 work for the 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 will 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 will 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 the Project within a reasonable time, and
  - c. Cooperate with the Architect in revising the project scope and, as required, to reduce the probable construction cost.

If the County elects to reduce the probable construction cost, the County will cooperate with the Architect in revising the quality and scope of the project; and the Architect, without additional charge for services or re-printing of the drawings and specifications will modify the drawings and specifications as necessary to bring the Construction Cost within the MACC. The Architect will assist the County through the bidding process. (see subparagraph 5.A).

## **24. ARCHITECT'S RECORDS AND AUDIT**

- A. Records of expenses by the Architect and its consultants pertaining to all services under this Agreement will be kept on the basis of generally accepted accounting

principles and must be available at mutually convenient times to the County or the County's authorized representative.

- B. The County will have the right to audit all such records and billings both before and after payment. Payment under this Agreement will not foreclose the right of the County to recover excessive or illegal payments.
- C. Records of expenses will be kept by the Architect and its consultants and must be available to the County until all applicable statutes of limitations have run, and this provision will survive and continue beyond the termination of this Agreement.
- D. These records will be subject to inspection by the County and be maintained for inspection for a minimum period of three years. Billings may be audited both before and after payment; and payment by the County under this Agreement and will 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 will become the sole property of the County whether the project for which they are made is constructed or not, NMSA 1978, Section 13-1-123. The County will keep these documents on file. The Architect may maintain a complete reproducible set of any 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 the project. The Architect will 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 the restrictions of use of these documents.
- D. Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement will 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 the project. To ensure that these services can be adequately performed after the project is accepted by the County, the Architect will:

- A. In all relevant Contract Documents, design and provide for all major installed equipment in the project, including removal, access, maintenance, and storage space needs. In addition, all installed equipment systems must 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 and addenda referred to in this Agreement, including exhibits referred to in this Agreement, as well as those listed below, are incorporated into this Agreement by reference and made a part 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 of Basic Services
Exhibit D	Amendment of Additional Services
Exhibit E	Consultant and Subcontractors list
Exhibit F	Amendment of Consultant and Subcontractor's list
Exhibit G	Construction Change Order

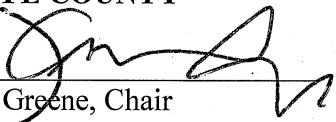
**28. ATTACHMENTS**

Attachment 1	Notice to Proceed
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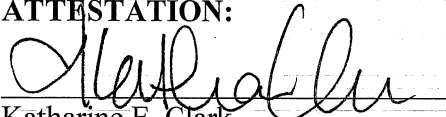
Attachment 2 Hourly Rate Fee Schedule

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

  
Justin S. Greene, Chair  
Santa Fe County Board of County Commissioners

ATTESTATION:

  
Katharine E. Clark  
Santa Fe County Clerk

03/17/2026  
Date

Approved as to form:

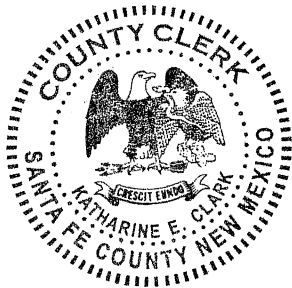
Roberta D. Joe for W.B.  
Walker Boyd  
Santa Fe County Attorney

1/2/2026  
Date

ARCHITECT – Buffalo Design Architects, Inc.

  
Mike Salvador  
VP | Principal Owner | CMO

2/24/2026  
Date



**GENERAL TERMS AND CONDITIONS OF THE AGREEMENT  
BETWEEN SANTA FE COUNTY BUFFALO DESIGN  
ARCHITECT, LLC  
FOR ARCHITECTURAL SERVICES**



**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 SERVICES**

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

**2. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date indicated in Part A and shall terminate four years from such date, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

**3. ADDITIONAL SERVICES**

- A. The parties agree that all tasks set forth in Section 1 (Scope of Service) and Section 5 (Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 4 (Compensation), Invoicing, and Set-Off) of Part A of this Agreement and for no other cost, amount, fee, or expense.

- B. The County may from time-to-time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by and between the County and the Architect, shall be incorporated in written amendments to this Agreement.

#### 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 services, 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 services performed after the effective date of termination.
- C. 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 services satisfactorily completed hereunder, including reimbursable expenses authorized by the County which are then due.

#### 5. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, 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.
- C. Personnel.
  - 1) All services 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 Services) of Part A of the Agreement, unless such changes are set forth in a duly executed written amendment.

**13. ENTIRE AGREEMENT; 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 this 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 this Agreement.

**14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE**

All exhibits, attachments, riders, and addenda referred to in the Agreement including the Exhibits and Attachments referred to in this Agreement and as listed in Paragraphs 27 and 28 of Part A, 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 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 Public Works Department  
Attention: Miguel Romero, Project Manager III  
901 West Alameda, Suite 20-C  
Santa Fe, New Mexico 87501

To the Architect: Buffalo Design Architect  
Attention: Mike Salvador, Principal/VP/CMO  
10899 Montgomery Blvd. NE

Albuquerque, New Mexico, 87111

## 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 the County shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 4, (Compensation and Invoicing) of Part A of this 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 this 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, \$1,000,000.00 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 or ELECTRONIC SIGNATURE**

The parties hereto agree that a facsimile or electronic 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 this 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; and SURVIVAL.**

**EXHIBIT A****COMPENSATION AND SCHEDULE**

Project Name: County Clerk's Building Expansion  
 Project Number: No. 2026-0228-PW  
 Project Location: Santa Fe County, 242 Dinosaur Trail, Santa Fe, New Mexico

<b>BASIC SERVICES</b>			<b>Date to be completed</b>
Programming/Schematic Phase	30%	\$69,784.80	Weeks - TBD
Design Development Phase	25%	\$58,154.00	Weeks - TBD
Construction Document Phase	25%	\$58,154.00	Weeks - TBD
Bidding and Negotiations Phase	5%	\$11,630.80	Weeks - TBD
Construction Phase	15%	\$34,892.40	Weeks - TBD
Project Closeout	0%	\$0.00	1 Day
11 Month Inspection Phase	0%	\$0.00	1 Day
<b>Total Basic Services Amount</b>			
	100%	\$232,616.00	

**REIMBURSABLES**

Included in fees above.

<b>Total Reimbursable Amount (Not to exceed)</b>	<b>\$0.00</b>
<b>ADDITIONAL SERVICES</b>	
Topographical Survey	\$17,000.00
Geotechnical Investigation	\$10,200.00
<b>Total Additional Services Amount</b>	<b>\$27,200.00</b>
<b>CONSULTANT SERVICES</b>	
Construction Cost Estimating Services	\$16,000.00
<b>Total Consultant Services Amount</b>	<b>\$16,000.00</b>
<b>TOTAL SERVICES AMOUNT</b>	<b>\$275,816.00</b>

**EXHIBIT E**

**LISTING OF CONSULTANTS AND SUBCONTRACTORS**  
 (All Final Consultants TBD with project schedule an availability)

PROJECT NAME: SFC Clerk Building Expansion Project  
 PROJECT NO: SFC Agreement Number 2026-0228-PW

<p><b>CIVIL:</b>                  Company Name: HP Engineering/IMEG                  Consultant Name: Ovi Sipos                  Address: 100 Glass Street                  Dallas, TX 75207                  Ph. No.: (214) 623-5872                  Fax No.: N/A                  E-mail: Ovi.M.Sipos@imegcorp.com</p>	<p><b>ELECTRICAL</b>                  Company Name: HP Engineering/IMEG                  Consultant Name: Shane Wells                  Address: 777 E. Missouri Ave, Suite 200,                  Phoenix, AZ 85014                  Ph. No.: (214) 923-1536                  Fax No.: N/A                  E-mail: shane.r.wells@imegcorp.com</p>
<p><b>LANDSCAPING – N/A</b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>	<p><b>ESTIMATING</b>                  Company Name: Thoth Inc.                  Consultant Name: James Salsbury                  Address: 14 Vista Del Cielo                  Cedar Crest, NM 87008                  Ph. No.: (505) 639-6590                  Fax No.: N/A                  E-mail: thothincnm@gmail.com</p>
<p><b>STRUCTURAL</b>                  Company Name: HP Engineering/IMEG                  Consultant Name: Shane Wells                  Address: 777 E. Missouri Ave, Suite 200,                  Phoenix, AZ 85014                  Ph. No.: (214) 923-1536                  Fax No.: N/A                  E-mail: shane.r.wells@imegcorp.com</p>	<p><b>OTHER</b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>
<p><b>MECHANICAL</b>                  Company Name: HP Engineering/IMEG                  Consultant Name: Shane Wells                  Address: 777 E. Missouri Ave, Suite 200,                  Phoenix, AZ 85014                  Ph. No.: (214) 923-1536                  Fax No.: N/A                  E-mail: shane.r.wells@imegcorp.com</p>	<p><b>OTHER</b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Edward Licon(160626E) 5740 Night Whisper Rd NW Ste 110  Albuquerque NM 87114-1576	<b>CONTACT</b> NAME: Edward A Licon PHONE (A/C, NO, EXT): 505-365-1430      FAX (A/C, NO): 505-365-1431 E-MAIL ADDRESS: elicon1@farmersagent.com														
<b>INSURED</b>  BUFFALO DESIGN ARCHITECT INC 10899 MONTGOMERY BLVD NE STE A ALBUQUERQUE NM 87111	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td style="text-align: center;">21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td style="text-align: center;">21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td style="text-align: center;">21687</td> </tr> <tr> <td>INSURER D: United Financial Casualty Company (Progressive)</td> <td style="text-align: center;">11770</td> </tr> <tr> <td>INSURER E: Hiscox Insurance Company</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D: United Financial Casualty Company (Progressive)	11770	INSURER E: Hiscox Insurance Company	10200	INSURER F:	
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COVERAGES: \_\_\_\_\_      CERTIFICATE NUMBER: \_\_\_\_\_      REVISION NUMBER: \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	607016717	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	866204370	11/27/2025	11/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$ 10,000			607016742	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Personal & Adv Inj \$ 3,000,000 PER STATUTE      OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE      OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Professional Liability Errors & Omissions			P100.220.890.6	04/22/2025	04/22/2026	Each Claim 2,000,000 Aggregate 2,000,000 Deductible Each Claim \$1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  _____	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Edward A Licon</i>
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111  License#: 2081754 BUFFDES-01	<b>CONTACT NAME:</b> Eloise Hughes <b>PHONE (A/C, No, Ext):</b> 505-822-8114 <b>FAX (A/C, No):</b> 505-822-0341 <b>E-MAIL ADDRESS:</b> ehughes@higginbotham.net													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
<b>INSURED</b> Buffalo Design Architects, Inc. 10899 Montgomery Blvd NE #A Albuquerque NM 87111														

**COVERAGES**

CERTIFICATE NUMBER: 691010331

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7013272275	6/17/2025	6/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## 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 that 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 contractor, 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 an 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 the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR 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 either 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.

“**Pendency of the procurement process**” 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 who 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 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.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

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.

Michael Sabharwal  
Signature

01/12/2026  
Date

VP | Principal | CMO  
Title (position)