

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

As modified by Owner Santa Fe County

AGREEMENT made as of the 22nd day of May in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Morrow Reardon Wilkinson Miller, Ltd.,
Landscape Architects
210 La Veta NE
Albuquerque, New Mexico 87108
For purposes of this Agreement, "Architect" means "Landscape Architect" as defined by
NMSA 1978, Section 61-24B-3.

for the following Project:
(Name, location and detailed description)

South Meadows Open Space Landscape
The project consists of the preparation of a landscape design of a twenty- two acre parcel of land located between Agua Fria and Airport Road where South Meadows Road intersects with Rufina Street, Santa Fe, New Mexico. The area is designated as the South Meadows Open Space. The Architect shall complete the design ("Master Plan") for the project in a manner that preserves and maintains the area's high desert ecosystem including the Gunnison Prairie Dog colony; protects and recognizes the rich agricultural history; provides facilities, such as a community garden and dog park, for the surrounding residents to use the open space; and utilizes sustainable techniques such as permaculture and xeric planting in its design and completion. There are utilities located nearby.

The Master Plan to be completed by the Architect will be designed for construction of Owner's project in three Phases (Phase I, II and III). Upon the completion of construction of Phase I and subject to Owner's acquisition of funding, the Architect's responsibilities with respect to Phases II and III will resume and continue as provided in this Agreement for the compensation indicated in Section 11.5 below.

The Owner and Architect agree as follows.

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

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

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information: Exhibit A will be used and referenced in Section 13.2.

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

.1 Commencement of construction date:

Construction will begin on the date indicated in the Notice to Proceed issued by the Owner to the contractor

.2 Substantial Completion date:

To be determined upon Architect's completion of the Master Plan for Owner's project.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement All insurance certificates or evidence of insurance coverages as required below shall be provided to the Owner prior to the Owner's issuance of the Notice to Proceed.

.1 General Liability

The Architect shall procure and maintain in force at all times during the performance of this Agreement, a commercial general liability insurance policy with per claim and aggregate policy limits of not less than \$1,050,000.

.2 Automobile Liability

Any auto combined single limit Each Accident: \$1,000,000.

.3 Workers' Compensation

The Architect shall comply with the provisions and requirements of the New Mexico Workers' Compensation Act.

.4 Professional Liability

The Architect shall procure and maintain in full force and effect at all times during the performance of this Agreement, professional liability (errors and omissions) insurance policy with a policy limit of \$1,000,000.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

1. SCOPE OF WORK OF BASIC SERVICES

The Basic Services to be provided in accordance with the terms and conditions of this Agreement are to complete a Master Plan for the landscape design of the South Meadows Open Space. The completed Master Plan shall incorporate and address the following intent and goals of the Owner.

- A. Sensitivity to Site and Surrounding Communities. The site is surrounded by existing and rapidly growing development and offers a natural shelter to both humans and wildlife. The surrounding communities have expressed the desire to maintain the wild, natural element in the development of the project especially the preservation of the existing prairie dog colony. The site also contains valuable cultural resources that are reminders of how the site was utilized by previous communities and this history should be protected, recognized and integrated into the design.
- B. Passive Water Harvesting. The grading and drainage plan should be based on the principles of permaculture design and include passive water harvesting features that will maintain storm water runoff and collect rain water on the site. Any captured water will be used for landscaping.

- C. Natural Ecosystem Preservation. The landscape design must balance public use facilities with the preservation of the high desert ecosystem environment including the existing prairie dog colony. The Architect will be responsible for surveying the prairie dog colony and incorporating the existing colony into the design.
- D. Interpretive Program. The Architect shall complete an interpretive plan and program for the site, including information about the native and drought tolerant plants, the wildlife, sustainable landscaping and building techniques and the history and cultural context of the site. The Architect's design shall identify the location of all interpretive signage on the site. The Owner will provide the Architect with the Owner's preliminary master plan for the area and research that has been completed on the historic land use and cultural resources of the site. The Architect will coordinate with area schools to share the interpretive plan which may be incorporated into or complement school curriculum.
- E. Trails. The design shall include a primary ADA accessible trail loop and related network of natural surface trails. The location and design of the trails should complement the drainage and grading plan and follow sustainable trail design standards.
- F. Facilities. The design shall include the design of all facilities such as parking, school bus parking/drop off, picnic areas, sitting areas and shaded outdoor classroom or presentation area(s). The final design shall determine the number, type and placement of the picnic tables, benches, trash cans, lighting, shade structures and other similar elements. All facilities should be designed taking into consideration future operation and maintenance.
- G. Educational and Play Equipment. The design will include the full designs and plans for appropriate educational and recreational features such as weather stations, observation decks, and limited playground equipment.
- H. Restroom Facilities and Drinking Water Fountains. The design shall include restroom facilities, including ADA compliant facilities, and drinking water fountains.
- I. Dog Park. The design shall include a dog park facility with a shaded sitting area and drinking water.
- J. Community Garden area. The design shall include facilities to support a community garden including water source and irrigation infrastructure.
- K. Regionally Appropriate Landscaping. The design of the South Meadows Open Space shall be consistent with and enhance the native high desert ecosystem that currently exists at the site. Plants should be native drought tolerant species that are compatible with the native ecosystem. The design will provide for the reseeding of areas disturbed by construction with a mix of native wildflowers and grasses. Plants shall be native and drought tolerant perennials and shrubs for re-vegetation and erosion control and drought tolerant trees for shade. Maintenance of the landscape should rely on passive water harvesting features indicated in the permaculture based grading and drainage plan to provide most or all the water required to irrigate plants and trees.

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the completion of the overall Master Plan and commencement of construction and for Substantial Completion of Phase I of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction of Phase I.

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

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

§ 3.1.6 If requested by the Owner, the Architect may assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES (COMPLETION OF THE MASTER PLAN)

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect will participate in any public presentation of the Master Plan.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

§ 3.3.4 **DELIVERABLES UPON COMPLETION OF DESIGN OF PHASE I OF CONSTRUCTION,** The Architect shall:

1. For the design at 33% completion, provide one (1) hard copy set and one (1) electronic copy of the Master Plan (schematic designs and renderings in 24" X 36" size);
2. For the design at 33% completion, present the Master Plan (schematic design) at a public meeting organized and facilitated by the Owner;
3. For the design at 55% completion, provide four (4) hard copy bound sets of the construction plans (24" X 36") and accompanying documents and electronic copies of the same, and two (2) hard copy half-size (11" X 17") copies of the construction plans and electronic copies of the same;
4. For the design at 55% completion, present the construction plans at a public meeting organized and facilitated by the Owner;
5. For the design at 95% completion, provide one (1) bound hard copy set of the 95% completed construction plans for Phase I in 36" X 24" size and accompanying documents and electronic copy of the same, and one (1) half-size (11" X 17") copy of the 100% complete construction plans for Phase I and accompanying documents and electronic copy of the same;
6. For the design at 100% completion, provide one (1) DVD containing the final stamped construction plans in Auto CAD and PDF format for Phase I in 24" X 36" and 11" X 17" print sizes; four (4) hard copy bound sets (24" X 36") of official stamped construction plans, specifications, cost estimates and accompanying documents for Phase I; and one (1) half-size (11" X 17") of the final construction plans for Phase I.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner the Architect shall assist the Owner in the development and preparation of Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Intentionally omitted.

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner if needed in bidding the Project by

.1

(Paragraphs deleted)

Attending the pre-bid conference.

2. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 3.5.2.3 If requested by the Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall assist the Owner to prepare addenda identifying approved substitutions to prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Intentionally omitted.

(Paragraphs deleted)

§ 3.5.3.3 Intentionally omitted.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

§ 3.6.2.3 Intentionally omitted.

§ 3.6.2.4 Intentionally omitted.

§ 3.6.2.5 Intentionally omitted

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, including components of an irrigation line or system, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted

to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 CHANGES IN THE WORK

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

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

§ 3.6.6.4.1 **DELIVERABLES UPON SUBSTANTIAL COMPLETION.** The Architect shall:

1. Provide one (1) DVD containing "As built" stamped construction plans in Auto CAD and PDF format in both 24" X 36" and 11" X 17" print sizes.

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

ARTICLE 4 ADDITIONAL SERVICES

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

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

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

Not applicable.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at additional public presentations or meetings than provided for in Article 3 Basic Services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals beyond the duties provided for in Article 3.5 herein;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 (Intentionally omitted.) .

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

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

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 (Intentionally omitted.)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.7 The Owner shall furnish 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.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market

or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

§ 6.4 (Intentionally omitted.)

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for the purposes of constructing, using, maintaining, altering, adding to the project, and for information and reference in connection with the Owner's construction, use and occupancy of the project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for the Owner's use in constructing, using, maintaining, altering, adding to the project, and for information and reference in connection with the construction, use and occupancy of the project performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4 after the Architect has completed the Instruments of Service for the project, the license granted in this Section 7.3 shall continue until Owner's project is

constructed and completed. If the Architect rightfully terminates this Agreement before any Instruments of Service are completed for the project, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service in a manner that exceeds the scope of the nonexclusive license granted herein without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Architect waives all rights against the Owner, Owner's contractors, consultants, agents and employees for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Architect, as appropriate, shall require of its contractors, consultants, agents and employees of any of them similar waivers in favor of the Owner.

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

§ 8.2 MEDIATION PURSUANT TO NMSA 1978, § 13-4C-1, PUBLIC WORKS MEDIATION ACT

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation in accordance with NMSA 1978, § 13-4C-1, the NM Public Works Mediation Act, as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation as required by § 8.2.1 and in accordance with the procedures at NMSA 1978, § 13-4C-5 et. seq. The request for mediation may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order

§ 8.2.3 The parties shall share the mediator's fee as provided at § 13-4C-11 and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraph deleted)

[] Arbitration pursuant to Section 8.3 of this Agreement

[XX] Litigation in a court of competent jurisdiction

[] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 (Intentionally omitted – arbitration is inapplicable.)

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 (Intentionally omitted – arbitration is inapplicable.)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

§ 9.7 Intentionally omitted.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located (Santa Fe County, Santa Fe, New Mexico), except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

For Basic Services consisting of completion of a Master Plan of Owner's project with design of construction Phases I, II and III and construction phase services as stated in this Agreement:

Completion of overall Master Plan for Owner's project	\$ 15,504.00, inclusive of grt
Design Development for construction of Phase I	\$ 10,443.20, inclusive of grt
Completion of construction documents for construction of Phase I	\$ 21,555.15, inclusive of grt
Construction administration services during construction of Phase I	\$ 10,497.00, inclusive of grt

TOTAL: Not to exceed: \$58,000.00, inclusive of gross receipts tax.

Phase II

Design Development for construction of Phase II	\$ 12,178.00, inclusive of grt
Completion of construction documents for construction of Phase II	\$ 22,618.00, inclusive of grt
Construction administration services during construction of Phase II	\$ 7,505.00, inclusive of grt

TOTAL: Not to exceed: \$ 42,301.00 inclusive of grt

Phase III

Design Development for construction of Phase III	\$ 12,178.00, inclusive of grt
Completion of construction documents for construction of Phase III	\$ 22,618.00, inclusive of grt
Construction administration services during construction of Phase III	\$ 7,505.00, inclusive of grt
TOTAL: Not to exceed:	\$ 42,301.00 inclusive of grt

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

No Additional Services at this time.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

No Additional Services at this time.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below: No Additional Services of the Architect's consultants at this time – refer to Section 11.7 below.

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

(Table deleted)

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect	
Principal Landscape Architect	\$125.00/hour
Project Landscape Architect	\$105.00/hour
Irrigation Designer	\$ 95.00/hour
CAD Drafter	\$ 80.00/hour
Clerical	\$ 60.00/hour
Inspector (Site Observer)	\$ 90.00/hour
Architect's Subconsultants	(Included in Compensation for Basic Services)
Occam Engineering	\$5,000.00
Victor Johnson Architect	\$3,000.00
Santa Fe Permaculture	\$3,500.00

Employee or Category	Rate
-----------------------------	-------------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1

(Paragraphs deleted)

Intentionally omitted.

§ 11.8.2 Intentionally omitted.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3 after the Architect has completed the Instruments of Service for this project, the Owner may continue its use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as authorized under the non-exclusive license in Article 7.3 herein..

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable by the Owner within net 30 days from Owner's receipt of a request for payment or other invoice received from the Architect. Amounts unpaid thirty (30) days net after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .3 Owner's Supplemental Conditions to Standard Form of Agreement Between Owner and Architect
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

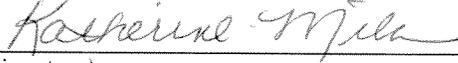
Exhibit A

Init.

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

OWNER SANTA FE COUNTY

ARCHITECT



(Signature)

Katherine Miller, Santa Fe County Manager

(Printed name and title)

(Signature)

(Printed name and title)

Approved as to form:



Stephen C. Ross
Santa Fe County Attorney

5/10/12
Date

Finance Department



Teresa C. Martinez, Director

5/21/12
Date

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

OWNER SANTA FE COUNTY

ARCHITECT

(Signature)

Katherine Miller, Santa Fe County Manager

(Printed name and title)

Parker H. Morrow

(Signature)

PAKER H. MORROW

(Printed name and title)

PRESIDENT

Approved as to form:

Stephen C. Ross

Stephen C. Ross

Santa Fe County Attorney

5/10/12
Date

Finance Department

Teresa C. Martinez, Director

Date

Int.

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User Notes:

(1918391869)

SOUTH MEADOWS OPEN SPACE
MASTER PLAN DESIGN AND CONSTRUCTION OVERSIGHT OF
CONSTRUCTION OF PHASE I
SUPPLEMENTARY CONDITIONS
TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT (AIA B-101 FORM)

These Supplementary Conditions supplement the Standard Form of Agreement Between Owner and Architect as indicated below.

Article 3. Scope of Architect's Basic Services is supplemented by inserting the following as §3.4.6:

§ 3.4.6 The Architect's Basic Services described in this Article are applicable to the Architect's completion of a Master Plan for the Owner's project which is the landscape design of the Santa Fe County South Meadows Open Space. The Master Plan shall provide for construction of the Owner's project in three separate phases (Phase I, II and III). The Architect's Basic Services under this Article include completion of complete design documents for Phase I of construction and construction phase services during Phase I through completion of construction of Phase I.

Subject to acquisition of funding for construction of Phases II and III the Architect will continue to provide limited construction services during Phases II and III in the manner and form and under the terms and conditions provided in this Agreement and for the compensation stated in Article 11.1 of this Agreement. The Owner's cessation of the Architect's services following the completion of Phase I of construction until such time that sufficient funding for the construction of Phase II and III is acquired by the Owner, shall not be considered a "termination" or "suspension" under Article 9 (Termination or Suspension).

§ 3.5.2.2 is supplemented by noting that Architect will not be involved the bidding phase for the construction of Phases I, II and III, except to assist Owner in preparing addendum responses or clarifications if necessary, and providing services if needed pursuant to § 3.5.2.3.

§ 3.5.3 is supplemented by noting that the process for negotiated proposals is not used for the procurement of construction services for the construction of Owner's project. § 3.5.3 through § 3.5.3.3 are inapplicable to this project.

§ 3.6.1.3 is supplemented by noting that this provision applies to Architect's services under this Agreement for Phases I, II and III.

§ 4.3 is supplemented by noting that the services to be provided by Architect in completing a overall Master Plan for the Owner's project and providing limited construction phase services during construction of Phases I, II and III are considered Basic Services under Article 3. No Additional Services under § 4.3 or § 4.3.1 are authorized as of the date of execution of this Agreement. Should Architect determine the need to perform any Additional Services under § 4.3.1, or other services not included as Basic Services under Article 3, Architect shall provide advance written notice to Owner and shall not proceed with any Additional Services unless this Agreement is properly amended and Owner issues written notice to Architect to proceed.

§ 4.3.2.6 is supplemented by noting that this provision is interpreted to apply separately to the date of Substantial Completion or anticipated date of Substantial Completion for Phase I, II and III.

§ 4.3.3 is supplemented by noting the limits on those services listed at § 4.3.3.1 through .4 will be determined by the Architect's fee estimate (based on hourly rates) of the not-to-exceed sum of \$10,497.00 for construction phase services during construction of Phase I.

§ 5.2 is supplemented by inserting the following as § 5.2.1:

§ 5.2.1 The Owner may obtain funding for the construction of Phase II and/or Phase III after the execution of this Agreement or following Architect's performance of services for construction of Phase I of Owner's project. Owner is not obligated to obtain such funding and the failure of Owner to obtain such funding for any period of time shall not be considered a suspension or nonperformance by the Owner under § 9.2 or § 9.3 and shall not be grounds for Architect to terminate this Agreement under § 9.3.

§ 5.10 is supplemented by noting that Owner shall notify Architect if any communications with the contractor affects the Architect's Basic Services. Architect's services are limited during construction of all Phases therefore Owner may communicate directly with the contractor about matters arising out of or relating to the Contract Documents.

§ 11.8 and § 11.8.2 are supplemented by noting that the compensation in §11.1 is inclusive of any reimbursable expenses and reimbursable expenses are not designated a separate compensation for services under this Agreement.



AIA[®]

Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

South Meadows Open Space Landscape

The project consists of the preparation of a landscape design of a twenty- two acre parcel of land located between Agua Fria and Airport Road where South Meadows Road intersects with Rufina Street, Santa Fe, New Mexico. The area is designated as the South Meadows Open Space. It is the County's intent to have the project designed in a manner that preserves and maintains the area's high desert ecosystem including the Gunnison Prairie Dog colony; protects and recognizes the rich agricultural history; provides facilities, such as a community garden and dog park, for the surrounding residents to use the open space; and utilizes sustainable techniques such as permaculture and xeric planting in its design and completion.

THE OWNER:

(Name, legal status and address)

Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

THE LANDSCAPE ARCHITECT:

(Name, legal status and address)

Morrow Reardon Wilkinson Miller, Ltd., Landscape Architects
210 La Veta NE
Albuquerque, New Mexico 87108

This Agreement is based on the following information.

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

An overall Master Plan for the South Meadows Open Space will be designed by the Architect and will consist of three phases of construction (Phase I, II and III); the Architect will provide construction phase services for Phase I of construction of the Owner's project. . The Owner will procure a contractor who will construct Phase I of the project in accordance with the Architect's design and specifications.

The Owner may obtain funding for the construction of Phases II and III at any time after the execution of the Agreement for Architect's Basic Services. Upon Owner's acquisition of funding for construction of Phases II and/or III, Architect will resume to provide design development service and limited construction phase services for Phases II and III.

§ A.1.2 The Project's physical characteristics.

The landscape to be designed consists of a 22 acre parcel of land located between Agua Fria Street and Airport Road where South Meadows Road intersects Rufina Street in Santa

ADDITIONS AND DELETIONS:

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

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

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Fe. NM. The geography is a high desert environment with an existing colony of Gunnison Prairie Dogs. There are utilities located nearby.

The South Meadows Open Space is located within the future Annexation Area of the City of Santa Fe. The Open Space is maintained by Owner Santa Fe County. The Architect's design must be in compliance with the City of Santa Fe's Land Development Code. The Architect will also assist the Owner to obtain all necessary permits for obtaining water utilities from the City of Santa Fe and assist the Owner in submitting an Option B water budget. This project will also require two infrastructure permits: grading/drainage and landscape/utilities.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Cost of Work for Phase I will be determined by Architect.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:

(Paragraph deleted)

Competitive sealed proposals pursuant to the NM Procurement Code and Santa Fe County Procurement Regulations for the construction of Owner's project.

§ A.1.6 Other Project information:

(Paragraph deleted)

Some special characteristics of the project include maintaining, preserving and protecting the existing prairie dog colony, design of an area for a community garden, and design of an area to be used for a dog park.

ARTICLE A.2 OWNER'S PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:

Colleen Baker
Santa Fe County Open Space & Trails Program

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Santa Fe County

§ A.2.3 The Owner will retain the following consultants and contractors:

Occam Consulting Engineers, Inc.
Victor Johnson Architect
Santa Fe Permaculture, Inc.

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

Baker H. Morrow, Principal-in-Charge
Greg Miller, Principal Landscape Architect
Aaron Zahm, Project Manager

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
See A.,2.3 above.

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

.2 Mechanical Engineer

.3 Electrical Engineer

§ A.2.5.2 Consultants retained under Additional Services:

No Additional Services authorized at this time.

§ A.2.6 Other Initial Information on which the Agreement is based: