

**PROFESSIONAL SERVICES AGREEMENT  
TO PROVIDE FACILITIES CONDITION ASSESSMENT AND REPORT  
FOR COUNTY PROPERTIES AND FACILITIES**

**THIS AGREEMENT** is made and entered into on this 14<sup>th</sup> day of February, 2014, by and between Santa Fe County (hereinafter referred to as the "County"), a New Mexico political subdivision, and Architectural Research Consultants, Inc., (hereinafter referred to as the "Contractor"), a New Mexico corporation with a principal address located at 220 Gold Ave SW, Albuquerque, NM 87102, (hereinafter referred to as the "Contractor").

**WHEREAS**, Santa Fe County's Public Works Department, requires engineering, architect and consultant services to develop a Facilities Condition Assessment and Report of County properties and facilities;

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2013-0338-PW/IC, for these services;

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purpose of determining the most qualified offeror, the County determined the Contractor as the most responsive;

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

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

**1. SCOPE OF WORK**

The Contractor shall:

- A. Provide Facilities Condition Assessment Services to determine the current physical condition and the life cycle of designated Santa Fe County (SFC) properties and facilities as scheduled in Attachment 1 - Proposed Schedule of Deliverables.
- B. Document all activities in detailed reports that shall provide a methodology that will allow County Staff to perform facility assessments using baseline data, benchmarks and metrics.
- C. Develop Facilities Condition Assessment Report(s) to allow SFC Public Works Department to effectively plan and execute highly efficient and cost effective Management and Planning strategies to include:
  - 1) Executive Management (capital funding, strategic planning, risk analysis).

- 2) Fiscal Planning (program oversight, budget projections, scenarios planning, facility disposal).
- 3) Divisional Management (program execution, cost accounting, procurement).
- 4) Facilities Management (condition management, project planning, needs prioritization).

D. Deliverables

**Facilities Condition Assessments (FCAs)**

- 1) The Facilities Condition Assessments “FCAs” shall include inspections and accurate analyses of all visible components and elements of designated properties and facilities requiring maintenance or planned action. The results of the FCA shall be detailed in a Facilities Condition Assessment Report “FCAR”. The processes for both, the FCA and FCAR shall be in accordance with the standards and practices as identified by IFMA and ASTM- E2018-08. Selective destructive investigations may be authorized if there is evidence of hidden defects.
- 2) The FCA shall at a minimum:
  - a) Capture and record certain physical building characteristics and information as identified by the Owner.
  - b) Identify the current physical condition of each component or element and any deficiencies.
  - c) Identify maintenance projects for the individual properties and facilities required to return the asset to functionality or to a minimum standard condition in order to preserve asset value.
  - d) Identify reasonably identifiable code and regulatory violations and deficiencies.
  - e) Recommend corrective action for all violations and all deficiencies.
  - f) Prioritize capital repair projects.
  - g) Estimate the cost to correct, improve or reduce further deterioration of the physical assets.
  - h) Identify corrective measures required to ensure that the facility operates as designed.
  - i) Collect data from inspections and document the results.
- 3) Major components for FCA shall include all of the following unless not applicable:

- a) Site-work (utilities; roads, parking, paving, sidewalks, pavers, signage, fencing; irrigation, storm water, retaining walls, sanitary sewer/drainage systems; erosion control, landscaping, lighting systems, etc.).
  - b) Site Amenities (playgrounds, athletic courts, gazebos, swimming pools).
  - c) Building Structure (foundations, structural joists, decking, columns and supports).
  - d) Building Exterior (roofs, roofing structures, balconies, breeze-ways, stairs, exterior walls, exterior windows, doors, & hardware).
  - e) Building Interior (furniture, appliances, finishes, floors, ceilings, walls, casework, fixtures, doors and hardware).
  - f) Vertical Transportation (escalators, passenger and freight elevators).
  - g) Mechanical (heating, ventilation and air conditioning, vents, ductwork, piping, boilers, pumps).
  - h) Plumbing (domestic water and sanitary systems, piping, plumbing fixtures).
  - i) Energy Management (temperature control and monitoring).
  - j) Electrical (power, lighting, emergency generators systems).
  - k) IT Network Plan (voice, data, & wireless network).
  - l) Fire/Life Safety (fire alarm, fire protection/suppression systems).
  - m) Security Systems (intrusion alarms, motion detectors, door locks, access control, CCTV).
  - n) ADA (ingress/egress, handicapped accessibility, compatibility).
  - o) Environmental/Health (hazardous materials, air quality, water, noise, etc.).
  - p) Compliance with Codes & Regulations (federal, state, local, ANSI, ASHRAE, EPA, etc.).
- 4) The FCAs will include scope of services developed by the County as it deems necessary. Such scope of services might be specific to the types of facilities, to the size or square footage of a property or facility, to different levels of assessments or a combination of all. Based on the scope of services established by the County, the FCAs will include the Classification of Services (Type, Size, and Level).

a) Types of Facilities:

- Office
- Institutional
- Community Services
- Housing
- Utilities
- Parking

b) Square Footage of Property or Facility:

- Class 1 – property or facility is 50,000 sf and over.

- Class 2 - property or facility is less than 50,000 sf but greater than 5,000 SF.
  - Class 3 – property or facility is 5,000 sf or less.
- c) Levels of Facilities Condition Assessment:
- Level 1 - Complete Facility Condition Assessment (includes all major components).
  - Level 2 - Partial Facility Condition Assessment (includes partial components or limited items identified).
  - Level 3 - Systems (includes utilities, electrical, mechanical, plumbing, life safety, etc.).
- 5) The FCA shall categorize each cited deficiency within one of the following five (5) classifications according to the definition provided below:
- a) Plant Adaptation: Expenditures required to adapt the physical to the evolving changing standards. These are expenditures in addition to normal maintenance. Examples include compliance with changing codes (e.g., handicapped accessibility) and improvements occasioned by the adoption of modern technology (e.g., the use of personal computer networks).
  - b) Routine Maintenance: Means the day-to-day efforts to control deterioration of facilities (keep up expenses) through scheduled repetitive activities (e.g. cleaning), periodic scheduled work (e.g., inspections and equipment adjustments) and minor repairs made on an as-needed basis.
  - c) Deferred Maintenance: Refers to expenditures for repairs which were not accomplished as a part of normal maintenance or capital repair which have accumulated to the point that facility deterioration is evident and could impair the proper functioning of the facility. Costs estimated for deferred maintenance projects should include compliance with applicable codes even if such compliance requires expenditures additional to those essential to affect needed repairs. Deferred maintenance projects represent catch up expenses.
  - d) Capital Renewal: Not 1, 2, or 3 above, regular, customary and anticipated major repairs or the replacement/rebuilding of major facility components (e.g., roof replacement at the end of its normal useful life is capital repair; roof replacement several years after its normal useful life is deferred maintenance). These repairs are typically capitalized and included in depreciation schedules according to Generally Accepted Accounting Principles (GAAP).
  - e) Energy Conservation Measures: Refers to expenditures for potential energy conservation projects that meet five-year payback criteria.
  - f) Defects due to design or construction issues.

- 6) FCAs shall prioritize all cited deficiencies by Priority Class. The five (5) priority classes shall be defined as follows.
  - a) Priority 1 Currently Critical (Immediate) - Items in this category require immediate action.
  - b) Priority 2 Potentially Critical (Year One) - Items in this category, if not corrected expeditiously, will become critical within a year.
  - c) Priority 3 Necessary - Not Yet Critical (Year Two - Five) - Items in this category include conditions requiring prompt attention.
  - d) Priority 4 Recommended (Year Six - Nine) - Items in this category represent a sensible improvement to existing conditions.
  - e) Priority 5 Recommended (Ten Years or Beyond) - Items in this category represent an economic payback.

### **Facilities Condition Assessment Report (FCAR)**

The FCAR shall be thorough, detailed documentation of all activities completed during the performance of the Facilities Condition Assessment. The FCAR shall provide valuable and useful information, data and metrics on all inspected elements that can assist the County staff in establishing baseline data, best practices and lessons learned and in determining future maintenance and operations funds, or alternatives for the next five years. The FCAR shall also include a developed methodology that will allow County staff to perform facility assessments and calculate the Facility Condition Index. The methodology shall be rigorous enough to allow conscientious decision-making and resource allocation, but not so onerous as to overwhelm in-house forces. The methodology shall include a description of work flow processes; uploads and downloads to existing County facility management practices, IT tools, and capital improvement planning; and description and/or creation of any recommended forms.

The following is a list of informational items to be included in the FCAR. This list is not all inclusive but indicates the minimal information to be provided in the FCAR.

- 1) Executive Summary - includes general information providing descriptions of property or facility, purpose and scope of the work, type of assessments, overall conditions, corrective actions, estimated costs, recommendations and analyses for short and long term replacement of deficient items.
- 2) Description - Specific information about Facilities Condition Assessment that must include the following information:
  - a) Unique title and project number
  - b) Project description
  - c) Location
  - d) Building size (sf)

- e) Building age
  - f) Project priority classification
  - g) Building System Category (Site, Exterior Structure, etc.)
  - h) Specific Building Code violation or application
  - i) Specific project extent (floor wide, item only, etc.)
- 3) Classification: Class, type or level of the Facilities Condition Assessment being performed
  - 4) Team - List of professionals that performed the Facilities Condition Assessment including names, position, contact information, profile, credentials and certifications.
  - 5) Summary & Analysis - Detailed information on all inspected areas, structural and system components including at a minimum the following:
    - a) Identification of the existing condition and all deficiencies of all inspected elements.
    - b) Rank and priority of all cited deficiencies by severity.
    - c) Recommendations for corrective action for any deficiencies found.
    - d) Cost estimates for corrective action of any deficiencies found to include:
      - Total cost to correct each line item of deficiency.
      - Total cost of correction for the facility or surface area.
    - e) Replacement schedule that identifies and prioritizes immediate and future replacement needs for all structural and system components.
    - f) Facility Condition Index (FCI) including comparisons to other similar governmental entities:
      - FCI will provide an objective benchmark to compare the relative condition and adequacy of purpose of facilities.
      - The FCI will be used to support County asset management initiatives.
      - The FCI shall be numerical in nature, ideally on a 1 to 10 scale.
      - The FCI will include components of Operational condition; energy use; appearance; age; location; meet purpose.
      - Capital Renewal and Replacement Plan.
      - Current Replacement Value (CRV) or costs.
      - Facilities Replacement Cost (FRC).
      - Exhibits and Supporting Documentation (photographs, drawings, logs, charts, tables, formulas).

- g) Assessment of the current physical condition of all signage at facilities for directional as well as identifiable County facility name.

Facilities Condition Assessment Reports reasonably identifiable national and local code deficiencies.

Reasonably identifiable energy conservation opportunities within the facility will be noted as projects. The estimated simple payback in years and the annual cost avoidance must be calculated and reported for each energy conservation project. All reporting, summaries, totals, and models must illustrate potential as well as realized energy savings.

## **2. COMPENSATION, INVOICING, AND SET-OFF**

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

- 1) The services provided by the Contractor shall be compensated in accordance with the Fee Proposal by Task, attached hereto as Exhibit A.
- 2) The County shall pay to the Contractor in full payment for services satisfactory performed.

The total amount payable to the Contractor under this Agreement shall not exceed One Hundred Forty-Nine Thousand Sixty-Nine Dollars and Fifty-Eight Cents (\$149,069.58), exclusive of New Mexico gross receipt tax.

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this agreement being amended.

- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance

of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor 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 this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

### 3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at a negotiated price, terms and conditions for a period of one (1) additional year, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

### 4. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1 (Scope of Work) of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2 (Compensation, Invoicing, and Set-Off) of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

### 5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the 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 thirty (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 thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (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 Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County 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 Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor 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 Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor 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 Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement 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 the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

The Contractor 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.

**10. PERSONNEL**

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor 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.

**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

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

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

- A. The 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.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**14. CONFLICT OF INTEREST**

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

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

This 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 written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. NOTICE OF PENALTIES**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor 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. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligations hereunder, the Contractor 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. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

**20. RECORDS AND INSPECTIONS**

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the 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 its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor 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 this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the 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 GAAP.

**21. INDEMNIFICATION**

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and reasonable attorneys' fees) resulting from or directly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein
- B. The Contractor 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 between the interests of the County and the Contractor in such demand, suit, or

cause of action, the County may retain its own counsel to represent the County's interest.

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

**22. SEVERABILITY**

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

**23. NOTICES**

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

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

To the Contractor:      Architectural Research Consultants, Inc.  
                                 220 Gold Ave SW  
                                 Albuquerque, NM 87102

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico to do the work anticipated by this Agreement and shall maintain such registration and any applicable licensure in good standing throughout the duration of the Agreement.

**25. FACSIMILE SIGNATURES**

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

**26. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2 (Compensation and Invoicing) of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**27. NO THIRD-PARTY BENEFICIARIES**

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

**28. INSURANCE**

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. 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), the Contractor shall increase the maximum limits of any insurance required herein within a reasonable period of time after receiving notice of any such changes.

**29. PERMITS, FEES, AND LICENSES**

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

**30. NEW MEXICO TORT CLAIMS ACT**

No provision of this 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.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

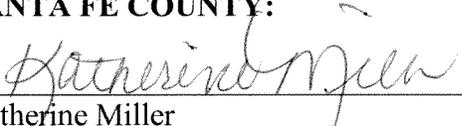
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**34. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; RECORDS AND INSPECTION; INDEMNIFICATION; RELEASE; CONFIDENTIALTY; PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; RECORDS AND INSPECTION; INDEMNIFICATION; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

2-14-14  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

2/12/14  
Date

**Finance Department Approval:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

2/10/14  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)

**FEDERAL TAX I.D. NUMBER:** 85-0247000

**CONTRACTOR:**  
  
\_\_\_\_\_  
(Signature)

2.14.14  
Date

By: JOHN PESRONIS  
(Print Name)

Its: PRESIDENT  
(Print Title)

**FEDERAL TAX I.D. NUMBER:** 85-0247000



**ATTACHMENT 1**

**PROPOSED SCHEDULE OF DELIVERABLES**



FACILITY CONDITION ASSESSMENTS

2013-0338-PW/IC Facilities Condition Assessment

Proposed Schedule of Deliverables

Pre-Planning /web application redesign	Week of February 10
	Week of February 17
	Week of February 24
FCA evaluation process, manuals, and field assessment materials	Week of March 3
	Week of March 10
Kick-off Session and test sites analysis	Week of March 17
Training Sessions Phase 1	From Week April 7 through
Training Sessions Phase 2	
Training Sessions Phase 3	
Training Sessions Phase 4	Through May 26

Included in RFP

Facility Name	Address	Gross Area (sq ft)	
1 Adult Detention Facility	4312 State Hwy 14, Santa Fe	144,026	Week of March 31
2 County Administration Facility	102 Grant Ave, Santa Fe	37,781	Week of May 26
3 County Health Building	2052 Galisteo, Santa Fe	11,360	Week of May 26
4 Santa Cruz Senior Center - A Lopez	145 Santa Cruz, Santa Fe	3,633	Week of May 26
5 Agua Fria Station #1	#58 SFC Road 62, Agua Fria	7,200	Week of May 26
6 Edgewood Senior Center	114 Qual Trail, Edgewood	5,043	Week of March 31
7 Public Safety Complex	35 Camino Justicia, Santa Fe	38,800	Week of March 31
<b>TOTAL SQUARE FEET</b>		<b>247,843</b>	

Additional Facilities

8 State Health	605 Letrado, Santa Fe	16,957	Week of June 9
9 Chimayo Comm/Senior Center (Bennie J)	354A Juan Medona Road, Chimayo	3,231	Week of June 9
10 Fair Grounds - Exhibit Hall 1	3229 Rodeo Road, Santa Fe	7,373	Week of June 9
11 Fair Grounds - Exhibit Hall 2	3229 Rodeo Road, Santa Fe	7,000	Week of June 9
12 Fair Grounds - Extension Bldg	3229 Rodeo Road, Santa Fe	3,333	Week of June 9
13 Public Works	424 NM 599, Santa Fe	17,000	Week of June 16
14 Rio en Medio Comm/Senior Center	1 El Alto Road, Chupadero	3,494	Week of June 16
15 Nancy Rodriguez Community Ctr	1 Prairie Dog Loop, Santa Fe	5,357	Week of June 16
16 La Cienega Community Center & Fire	40A San Jose, La Cienega	5,131	Week of June 16
17 El Rancho Community Center	394 County Road 84, El Rancho	4,540	Week of June 23
18 Cundiyo Community Center & Fire	5 Jose Simmons Drive, Santa Fe	1,900	Week of June 23
19 Nambe Community Center	180A SR 503, Nambe	2,500	Week of June 23
20 El Dorado Senior Center (K&P Adams)	16 Avenida Torreón, Santa Fe	4,600	Week of June 23
21 Juvenile Development/Detention Facility	4250 Airport Road, Santa Fe	49,411	Week of June 23
22 Tesuque Fire Station #3	21 Tesuque Pueblo 806	2,501	Week of June 30
23 Tesuque Fire Station #2	444 DR 592-Chupadero	1,600	Week of June 30
24 Youth Shelter & Family Services (2 bldgs)	5686 Agua Fria Street, Santa Fe	5,352	Week of June 30
25 Chimayo Head Start	205A Juan Medina Road, Chimayo	2,396	Week of June 30
26 Marcos Trujillo Teen Center	89 La Puebla Road, Arroyo Seco	4,017	Week of June 30
27 Santa Fe Mountain Center	1160 Parkway Drive, Santa Fe	3,000	Week of June 30
28 Life Link Clubhouse	1318 Luana Street, Santa Fe	4,500	Week of June 30
29 Turquoise Trail Fire Station #1	10 River Street (Cerrillos Comm Park)	2,267	Week of July 14
30 Stanley Fire Station #3 - Training Center	#5 Martin Road, Stanley	9,800	Week of July 14
31 Stanley Fire Station #2	11 West Kinsell Ave, Stanley (@ park)	2,444	Week of July 14
32 Pojoaque Fire Station #1	29 Ogo WII, Pojoaque	7,906	Week of July 14
33 Pojoaque Fire Station #2	302 NM 503	2,501	Week of July 14
34 Madrid Fire Station #1	5 Fire House Lane, Madrid	2,633	Week of July 14
35 Galisteo Fire Station	39 Avenida Vieja, Galisteo	3,612	Week of July 21
36 La Puebla Fire Station #2	1 Cowboy Lane, Arroyo Seco	2,729	Week of July 21
37 Edgewood Fire Station #3	3 Oro Quay Road-San Pedro	5,200	Week of July 21
38 Chimayo Fire Station #1	226 Juan Medina Rd, SFC Road 98	3,624	Week of July 21
39 Glorieta Fire Station	43 Fire Station Road, Glorieta Village	3,996	Week of July 28
40 Hondo Fire Station #2	645 Old Las Vegas Highway, Santa Fe	2,160	Week of July 28
<b>SECTION TOTAL</b>		<b>204,061</b>	
<b>TOTAL GROSS AREA (sq ft): includes page 2</b>		<b>505,925</b>	

Additional Facilities	Address	Gross Area (sq ft)	
41 Agua Fria Station #2 (Las Companas)	5 Arroyo Calabasa Road, Santa Fe	2,517	Week of July 28
42 Chimayo Fire Station #2	5 Jose Simon Drive, Cundiyo	1,900	Week of July 28
43 Edgewood Fire Station #1	1 Municipal Road, Edgewood		Week of August 4
44 Edgewood Fire Station #2	650 NM 344-Cedar Grove		Week of August 4
45 Edgewood Fire Station #4/Thunder Mtn	18 Dinkle Road, Edgewood		Week of August 4
46 El Dorado Fire Station #1	144 Avenida Vista Grande, El Dorado	5,420	Week of August 4
47 El Dorado Fire Station #2	167 Casa Del Oro Court, El Dorado	2,135	Week of August 4
48 El Dorado Fire Station #3 (@ transfer statn)	28734 US Highway 285, El Dorado	2,196	Week of August 4
49 Fire Prevention - Remodeled	14 Fire Place Road	5,160	Week of August 11
50 Hondo Fire Station #1	21 Seton Village Road	3,794	Week of August 11
51 La Cienega Fire Station #1	39 Rancho Viejo Blvd.		Week of August 11
52 La Puebla Fire Station #1	31 Firehouse Road, La Puebla	2,400	Week of August 11
53 Stanley Fire Station #1	685A NM 472	4,500	Week of August 11
54 Tesuque Fire Station #1	4 Senda De Fuego	2,653	Week of August 11
55 Turquoise Trail Fire Station #2	3609 NM 14		Week of August 18
56 Turquoise Trail Fire Station #3	3 Turquoise Trail Court		Week of August 18
57 Chimayo Substation (@ Bennie J)	354B Juan Medona Road, Chimayo	840	Week of August 18
58 Clubhouse Meals for Seniors	2323 Casa Rufina, Santa Fe		Week of August 18
59 Esperanza Administration	2845 Agua Fria Street, Santa Fe		Week of August 18
60 First Judicial DA's Office	327 Sandoval	20,500	Week of August 18
61 Georgia Place	128 Grant Street		Week of August 25
62 La Familia Medical Center	2145 Caja del Oro Grant Road, Sanat Fe		Week of August 25
63 New Solana Center	901 West Alameda, Santa Fe		Week of August 25
64 Human Resources - SFC - Remodeled	949 West Alameda, Santa Fe		Week of August 25
65 Pajoaque Satellite Office	5 West Gutierrez Street, Pajoaque		Week of August 25
66 Santa Fe Recovery Center	4090 Calle Lucia or 4100 Lucia Lane, SF		Week of August 25
67 Stanley Community Center	13 West Kinsell Avenue, Stanley		Week of August 25
68			
69			
<b>SECTION TOTAL</b>		<b>54,021</b>	

During September Draft Synthesis Report September through October



**EXHIBIT A  
FEE PROPOSAL BY TASK**

<b>TASK ITEM</b>	<b>LABOR</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Initiate Project	\$ 1,686.25	\$ 136.00	\$1,822.25
Process / Tool Development	11,533.00	1,152.00	12,685.00
Training Sessions #1 & #2 Process Review	6,906.50	500.00	7,406.50
Training Sessions #3 & #4 Process Review	7,961.00	599.00	8,560.00
Overview Training / Reporting	12,787.00	597.00	13,384.00
Evaluation Sites and File Set-up Facilities Numbers	55,449.01	2,529.45	57,978.46
Evaluation Sites and File Set-up Facilities Numbers	45,367.37	1,866.00	47,233.37
<b>TOTALS</b>	<b>\$141,690.13</b>	<b>\$ 7,379.45</b>	<b>\$149,069.58</b>

