

**AGREEMENT
BETWEEN SANTA FE COUNTY AND DESIGN OFFICE**



**SANTA FE COUNTY
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts**

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

PROJECT: Architectural and Design Services for the Santa Fe County Thornton Ranch Open Space

PROJECT LOCATION: Galisteo Basin, Santa Fe County

THIS AGREEMENT is made and entered into on this 12th day of May, 2026, by Santa Fe County (the "County"), a political subdivision of the state of New Mexico, and Design Office, 1300 Luisa Street, Suite 24, Santa Fe, NM, an architectural firm licensed to do business in the State of New Mexico (the "Architect").

The County:

Santa Fe County
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200

The Architect:

design office
1300 Luisa Street, Suite 24
Santa Fe, NM 87505
Attn: Claudia Meyer Horn
TELEPHONE: 505-983-1415

RECITALS

WHEREAS, Santa Fe County needs architectural design services to complete design documents and construction documents for the Thornton Ranch Open Space; and

WHEREAS, in 2019 the Architect entered into Agreement No. 2019-0227-PW/KE with the County for completion of design and construction documents for the Thornton Ranch Open Space. Due to ongoing issues regarding the use of land owned by the BLM, the COVID-19 pandemic, and changes in project management, the 2019 Agreement expired with the Architect's completion of only the Schematic Design; and

WHEREAS, in accordance with NMSA 1978, Section 13-1-126 (A), the Procurement Manager determines that the Architect's continuation and completion of the services under this Agreement No. 2026-0248 qualifies as a sole source procurement due to the uniqueness of the Contractor's services and the Contractor completion of the Schematic Design Plan under Agreement No. 2019-0227-PW/KE; and

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

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

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for the Architect to complete the design and prepare construction documents for the Thornton Ranch Open Space. Under this Agreement the Architect will utilize elements of the Schematic Design Plans and update/ revise the Schematic Design Plans and prepare construction documents for permitting, bidding and construction of the Thornton Ranch Open Space in accordance with the Schematic Design Plans and the Master Plan for the Thornton Ranch Open Space. The County will send the Architect a Notice to Proceed with the design services using the Authorization to Proceed (see Attachment 1).

2. ARCHITECT'S SERVICES

The Architect's Services will be as stated below and proposed by the Architect in its proposal to the County dated March 27, 2026, including the Architect's fee schedule (see Attachment 2).

3. COMPENSATION

The fee for the Architect's Services is the fixed fee of **\$421,344.00**, exclusive of NMGRT.

4. COMPENSATION, INVOICING, AND SET-OFF

- A. The County will pay the Architect for services satisfactorily performed and all costs and expenses must be in accordance with Attachment 2 (Architect's fee schedule).
- 1) The total amount payable to the Architect under this Agreement, exclusive of NMGRT, will not exceed **\$421,344.00**, *exclusive* of NMGRT. Any NMGRT tax levied on the amounts payable under this Agreement will be paid by the County to the Architect;
 - 2) This amount is a maximum and not a guarantee that the Services to be performed by Architect under this Agreement will equal the amount stated above. The parties do not intend for the Architect to continue to provide Services without compensation when the total compensation amount is reached. The County will notify the Architect when the services provided under this Agreement reach the total compensation amount. In no event will the Architect be paid for services provided in excess of the total compensation amount without this Agreement being amended.
- B. The Architect will submit a written request for payment using the Pay Request form (see Exhibit A Pay Request form), when payment is due under this Agreement. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the Services for which payment is sought. Upon the County's request the Architect will provide itemized breakdowns of hourly activities or detailed backup for reimbursed expenses. The Architect acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the services performed. Within 30 days of the issuance of a written certification accepting the services, the County will tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County will pay late payment charges of 1.5% per month, until the amount due is paid in full.
- C. In the event the Architect breaches this Agreement, the County may, without penalty, withhold any payments due the Architect for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payment.
- E. The Architect will submit certification that payment has been made to all of the Architect's consultants and subconsultants.

- F. No deductions or withholdings will be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the construction contractor, or on account of the cost of changes in the work or services other than those for which the Architect may be liable in accordance with this Agreement.
- G. In the event the County receives notice from any consultant or subconsultant, or other third party, that the Architect has failed to pay such consultant or subconsultant, the Architect will, at the request of the County, and in no more than 10 calendar days, provide all documentation the County believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the County determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, the County may authorize direct payment of any unpaid bills, withholding from the Architect's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Architect. In no event will these provisions be construed to impose any obligation upon the County to the Architect.
- H. In the event of termination or suspension of a project due to the fault of parties other than the Architect, the Architect will be compensated for Services performed to the date of termination.

5. BASIC SERVICES

The Architect will perform basic design services. The Architect represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided will be within the Architect's authority and capacity. The Architect will comply with the regulations, laws, ordinances and government requirements.

- A. Update and/ or revise the Schematic Design Plans. See Attachment 2. The Architect will incorporate in the revised Schematic Design Plans and documents the provisions of Green Building Standards and current State-adopted Building Code and current ASHRAE 90.1 The Architect will obtain the County's approval of the final Schematic Design Plans before commencing work on the Design Development Phase.
 - 1) The responsibility for bringing the project within the Probable Construction Cost and compliance with construction directives remains with the Architect. Should the Architect at any time conclude that the budget and the scope of the work to be accomplished are incompatible, the County must be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.

B. Construction Documents. See Attachment 2. The Construction Documents will provide the detailed requirements for the construction of the project.

- 1) The Construction Documents will include written and graphic elements indicating contracting requirements, specifications and drawings, layouts of equipment or certifications related to systems, materials or equipment. The County will not be responsible for the adequacy of the performance or design criteria specified by the Architect and required by the Construction Documents.
- 2) In preparing the Construction Document, the Architect will, as directed by the County, prepare the necessary bidding information, bidding forms, and the project manual. The Architect will incorporate in the bid documents the provisions for an index to bidding.
- 3) The IFB will be prepared by the County with assistance, as needed, by the Architect. The Architect will assist the County in filing the required documents for the approval of any governmental or other authorities having jurisdiction. The Architect will prepare the Project Manual.
- 4) Construction Drawings: The Architect will provide electronic CAD files, PDF files and related electronic documents. Hand-drawn drawings, when approved in advance by the County, will be prepared non-glossy polyester film 3-ml thickness minimum. Standard sheet sizes may be architectural sizes 24" x 36" or 30" x 42".
- 5) Electronic Data: The County requires that final Construction Documents and specifications are prepared using computer technology in the formats prescribed in paragraph 12 (Software Requirements).
- 6) The bidding or IFB documents will include a list of those items (or categories of items) for which shop drawings or submittals are required.
- 7) The Architect will furnish Bidding Documents to the County bearing the approval of the following:
 - a. N.M. Construction Industries Division, Regulation and Licensing Department,
 - b. Santa Fe County Technical Review Division,
 - c. If applicable: Occupational Health and Safety Bureau; Environmental Protection Division; Environment Department,
 - d. If applicable: Health Facility Licensing and Certification Bureau; Health Improvement Division; Department of Health,

- e. If applicable: N.M. Environment Department; N.M. Energy, Minerals and N.M. Natural Resources Department and N.M. Department of Information Technology and Infrastructure Voice Radio (IVR).
- 8) The Architect will provide a signature-approval block on the front sheet of the drawings and specifications for the following and obtain signatures of the following:
- a. Santa Fe County,
 - b. Utility companies (as appropriate),
 - c. Design Professional Certification: Project meets as a minimum – current ASHRAE 90.1 requirements,
 - d. Department of Information Technology, IVR (as appropriate).
- 10) Project Wage Determination: The County will request from the State of New Mexico Labor and Industrial Division the minimum wage rate determination for the project. The Architect will provide information such as description of the project, estimate of construction cost, an approximate bid or proposal opening date and any other pertinent information required by the Labor and Industrial Division. The wage rate determination will be included in the IFB or RFP..
- 11) Upon completion of the Construction Documents, the Architect will brief the County on the bidding documents, specifically addressing previous County concerns and requirements. At this briefing, the Architect will furnish the County a final and detailed statement of Probable Construction Cost, including an updated project schedule. The Architect will pay any fees incurred in the preparation of the detailed cost estimate provided by the Architect.
- 12) The responsibility of bringing a project within the Probable Construction Cost and compliance with construction directives remains with the Architect. Should the Architect at any time conclude that the budget and the scope of work to be accomplished are incompatible; the County must be notified immediately in writing, with proposed recommendations to reconcile same.
- 13) The Architect will return all original documents and drawings provided by the County to the County upon the County's request, but in no case later than when the Construction Documents has been completed. Payment for the Construction Documents will not be made to the Architect until the County has received the documents and drawings.

- 14) The Architect will acquire the approval, in writing, of the County of all documents, and any and all bid alternates, associated with the Construction Documents before commencing work on the bidding phase.
- C. Bidding and Negotiation Phase. See Attachment 2. The Architect will assist the County in obtaining bids and preparing the contract(s) for construction. The final IFB will be prepared by the County and forwarded to the Architect, and the County will issue a purchase order authorizing the advertisement or solicitation for the project.
- 1) The Architect will provide sets of Bidding Documents as required to the County, and sets as appropriate to bidders requesting documents for bidding purposes. Prime bidders will be defined as the general contractor(s), who will be allowed no more than three sets of the Bidding Documents that may be provided to major subcontractors or other suppliers.
 - 2) The Architect will, provide additional Bidding Documents to be placed in plan rooms and the Architect's office for review by prospective Bidders.
 - 3) The Architect will make sets available to other prospective parties as requested. The Architect may charge the cost of reproduction of Bidding Documents to the party requesting the Bidding Documents.
 - 4) Upon request of the County, the Architect will assist the County to clarify and answer any questions about the Bidding Documents, during the bidding process and will assist the County with the preparation of any addenda to be issued by the County.
 - 5) All addenda, including all revised drawings and sections, will be approved by the County prior to distribution. The Architect will allow sufficient time for County to review and accept each addendum or revision.
 - 6) The Architect will provide assistance to the County to identify the apparent successful bidder(s) and provide written recommendation(s) to accept or reject bids.
 - 7) The Architect will not discuss with bidders, news media, etc., any presumption of award prior to contract award by the County.
- D. Construction, construction administration. See Attachment 2. The Construction Phase will commence with the award of the contract for construction and continue until the 11-month inspection and report is submitted by the contractor and approved by the County.

- 1) The Architect will provide administration of the construction contract as required. The extent of the Architect's duties and responsibilities and the limitations of its authority thereunder will not be modified without the County's written consent.
- 2) The Architect will be the representative of the County during the construction will advise and consult with the County. Instructions to the contractor(s) will be forwarded only through the Architect. The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents.
- 3) The Architect will submit to the County, for approval, a list of critical inspection points based upon the construction schedule furnished by the contractor. The Architect will make periodic visits to the site at such times as appropriate during the progress of the construction for the purposes of notifying the County on the progress and condition of the project. The Architect will familiarize itself with the progress and quality of the construction and determine if the construction is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Architect will endeavor to guard the County against defects and deficiencies in the construction. Should the Architect determine that any portion of the construction varies from the requirements of the Contract Documents, the Architect will immediately notify the Contractor and the County of the nature of the construction or services required to correct the non-compliance.
- 4) The Architect will provide on-site observation during the construction in an attempt to guard the County against defects and deficiencies in the construction, in addition to critical inspections and other reviews and evaluations required by the progress of the construction. The results of all on-site observations will be documented in field reports.
- 5) The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction, or for acts or omissions of the contractor, subcontractors, or any other persons performing any of the construction, or for the failure of any of them to carry out the construction in accordance with the Contract Documents.
- 6) The Architect will determine, certify, and make recommendations to the County for payment for the amounts owing to the contractor subject to the County's approval, based on observations at the site and evaluations of the contractor's applications for payment. The Architect will issue Certificates

for Payment in approved amounts as provided in the Contract Documents.

- 7) The issuance of a certificate and recommendation for payment will constitute representation by the Architect to the County, based on the Architect's observations at the site, that the construction has progressed to the point indicated; that the quality of the construction is substantially in accordance with the Contract Documents, and that the contractor is entitled to payment in the amount certified.
- 8) The Architect will render interpretations of the documents necessary for the proper execution or progress of the construction with reasonable promptness on written request of either the County or the contractor, and will render written decisions within a reasonable time on all claims, disputes, and other matters in questions between the County and the contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 9) Interpretations and decisions of the Architect must be consistent with the requirements and intent of the Contract Documents and must be in written or graphic form.
- 10) The Architect's decisions in matters relating to artistic effect will be final if consistent with the requirements of the Contract Documents.
- 11) The Architect will have authority to reject construction work that does not conform to the Contract Documents. Where rejected construction is not promptly corrected, the Architect will recommend to the County that the construction stop. Whenever, in the Architect's professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the construction in accordance with the provisions of the Contract Documents, whether or not such construction be then fabricated, installed, or completed.
- 12) The Architect will review the Contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept of the Contract Documents; and, for each submittal, the Architect will designate in writing that the Architect:
 - a. Takes no exception to this submittal,
 - b. Rejects the submittal,
 - c. Requires corrections as noted by the Architect,
 - d. Requires revisions and resubmitted to the Architect,
 - e. Requires the Contractor to submit the specified item,

f. Approves as corrected.

Such action will be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item will not indicate approval of an assembly of which the item is a component.

- 13) Necessary professional services or construction required to repair or overcome problems caused by the Architect's errors, omissions, inadequacies, or changes not authorized by the County in the preparation of the documents or design, will be the responsibility of the Architect or its consultants, without additional cost to the County.
- 14) All change orders will be prepared by the party requesting a change to the construction contract (see Exhibit B). Change orders will not become effective or binding on the County or contractor until signed by the County and the contractor. Approval in writing by the County of a completed change order modifies the contract for construction to the extent indicated in the change order. The County reserves the right to seek remedy from the Architect for change orders made necessary due to the Architect's errors and omissions.
- 15) Upon prior notice to the County, the Architect will make observations to determine the date of Substantial Completion and Final Completion. The Architect will obtain and forward to the County for the County's review of written warranties and related documents required by the Contract Documents. The Architect will then issue a final certificate for payment.
- 16) The extent of the duties, responsibilities, and limitations of authority of the Architect as the County's representative during construction will not be modified or extended without written consent of the County and the Architect.
- 17) Should the Architect or its consultants or subconsultant direct the contractor to undertake construction for which additional compensation could reasonably be expected, and if such work is not:
 - a. An emergency endangering life and property,
 - b. Required by the Contract Documents, or
 - c. Required by approved change orders

payment for such construction, if accomplished without written authorization, will not be borne by the County and may constitute adequate grounds for dismissal or other action against the Architect.

- 19) The Architect will modify the original reproducible drawings and the Project Manual, delineating recorded built conditions of the project or record documents compiled from the records of the contractor and the Architect, showing all changes in the construction of the project. This set of documents will also include record documents showing actual location of all construction work.
 - 20) Record Drawings. Record Drawings and documents are to be delivered to the County within 30 days following Substantial Completion of the project. Record Drawings will be produced by the Architect and will consist of a set of reproducible drawing sheets, based on a Mylar format, specifications on 8 ½" x 11" paper and will provide all the As-builts conditions documented by the Contractor for a project. The Architect will also provide to the County a set of PDF drawing files and CAD drawing files on a USB flash drive. The Architect will deliver three sets of any applicable operations and maintenance manuals, hard copy and electronic, training videos, written warranties and related documents.
- E. Project Closeout. Upon receipt of written notice that construction is ready for final inspection and the construction is found acceptable for final payment. The Architect will provide "as built" drawings in hard copy and electronic form following completion of the project.
- F. 11 Month Inspection Phase. The Architect will submit to the County its recommendations regarding the completion of the construction contract. The Architect will obtain from the contractor all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledge receipt of the Contractor's record drawings. The Architect will obtain and deliver to the County a signed receipt for all materials turned over.
- 1) The Architect will attend one design process analysis meeting to assess implementation of sustainable design and construction requirements into the project and review any lessons learned.
 - 2) The Architect after 11 months from substantial completion of the project, schedule a meeting between the Architect, Architect's consultants and subconsultants and the County, to evaluate the project and its operations, inspect architectural systems, and endeavor to discover defects in materials, equipment, and workmanship and the project's completion. The Architect will provide a written report of this activity to the County. The County, through the Architect, will notify the contractor of any corrective action noted in the report.
- G. Attached as Exhibit C is the amendment form. This form will be used if there is

any amendment to this Agreement.

6. PROJECT REPRESENTATION BEYOND BASIC SERVICES

If the County and the Architect agree that more extensive representation for observation of the ongoing construction than that described above, will be provided, the Architect will, upon written authorization of the County, provide more project representatives to assist the Architect in carrying out such responsibilities at the site.

- A. Through the observations of such project representative, the Architect will provide further protection for the County against defects and deficiencies in the construction to determine that the construction is carried out in conformance with the plans and specifications; but the furnishing of such project representation will not diminish the rights, responsibilities, or obligations of the Architect as described in this Agreement.
- B. The County reserves the right to employ an independent cost consultant to provide value and cost architectural or engineering services for the project. If a cost consultant is retained, an amendment to this Agreement will be required identifying the duties and limits of authority of the cost consultant. The Architect will cooperate with the cost consultant in the performance of the cost consultant's duties.

7. ADDITIONAL SERVICES

Additional Services are services that are in addition to the Architect's Services described in this Agreement and those indicated as Additional Service in Attachment 2.

8. MEETINGS

The Architect must be in attendance at, and record minutes of, all meetings required by this Agreement and Attachment 2 throughout the course of the project. The Architect will initiate additional meetings germane to this Agreement when authorized, in writing, to the County. The Architect will distribute copies of meeting minutes to participants and other interested parties as directed by the County within seven calendar days. The Architect's consultants and subconsultants will attend meeting as appropriate or as requested by the County.

9. MONTHLY PROGRESS REPORTS

- A. The Architect will submit monthly progress reports of design and construction activities and progress to the County. Failure to submit monthly reports may result in delay to the Architect's payments. The report will include:
 - 1) Activities completed and items pending since last report,

- 2) Projected progress,
 - 3) Comparison of schedule to actual progress, and
 - 4) Decisions or information required.
- B. The Architect will request from the County the following:
- 1) Information sufficient for the Architect to develop program criteria including the County's goals, objectives, and needs, and the organizational chart of individuals, furnishings, and equipment for a project.
 - 2) To the extent practicable and reasonable, the Architect will incorporate the County's requests into the documents for construction; however, the Architect is responsible solely to the County for the types of material incorporated into the construction, the size of the facilities constructed, and to design within the Probable Construction Cost.
 - 3) If applicable, a list (by manufacturer and model number) of special equipment (other than 110 volt, 60HZ, requiring less than 10 amps) that requires utility services, including, but not limited to, telecommunication equipment such as data transmission and computer lines that will be designated by the County's Information Technology Division.

10. FURNISHINGS AND EQUIPMENT

If applicable, the Architect will provide dimensional, color finish, power, etc., information necessary to specify any moveable furnishings and equipment not included the project. The Architect will be compensated as Additional Services for any design and specification related to movable furnishings, fixtures and equipment requested by the County and that are not required by the Contract Documents.

11. TELECOMMUNICATIONS EQUIPMENT

Telecommunications and/or radio equipment for County facilities falls under the jurisdiction of the County's Information Technology Division. If applicable, the County will instruct the Architect when and/or where outlets, conduits, wiring, etc., are to be included in the project. The Architect will coordinate with utility companies and other agencies if appropriate.

12. SOFTWARE REQUIREMENTS

- A. Drawing Formats. All CAD drawings will be supplied in PDF format as well as in DWG format and be readable by the County-supported CAD desktop software

(Autodesk AutoCAD). “Readable” means the ability to open a file without any errors (such as proxy, font substitution, etc.) and with objects, layers, and other file properties remaining intact.

- B. Other formats. File formats for word processor documents, spreadsheet documents, or slide presentations will be those used by the Microsoft family of office software such as Word, Excel, and PowerPoint. Contact the County for the version. Macros may be included with these documents provided they are virus free, their function is explained next to the Code, and they are not write protected.
- C. Graphics must be submitted in TIF, GIF, JPG, CALS or PDF file format (compressed image formats only). This option is intended for photos, conceptual sketches, etc., and not to indicate that raster file drawings will be accepted in place of AutoCAD DWG files.
- D. Data file formats for projects that employ information contained in a database or spreadsheet will be those used by one of the following: Oracle, Microsoft Access, Microsoft SQL, or Microsoft Excel. All linkages of non-graphical data with graphic elements, relationships between database tables, and report format must be maintained. All database tables will conform to the structure and field naming guidance provided by the County. The Architect will confirm the database file format preference with the County prior to issuance of database files.
- E. File formats for project management documents will be either that used by Microsoft Project or hard copy. Confirm file format with County. Save project files with baseline.
- F. Deliverables integrating multiple file formats may be submitted as a PDF (version 4 or later) in addition to the base file structure. Examples include reports, photographs, and manuals created by using a variety of software packages and file formats. Confirm deliverable format preference with the County.
- G. Building Information Modeling (BIM). Projects and project teams are encouraged to utilize 3D object model and other building information model technology and software applications (including during project stages of planning, design, construction, and handover to space management and facility operations and maintenance). Outputs from these applications are acceptable as deliverables to the County, provided that 2D output is also submitted that fully complies with all provisions herein.

13. ARCHITECT’S PERSONNEL, CONSULTANTS AND SUBCONSULTANTS

The Architect’s personnel, consultants and subconsultants designated for the project will remain assigned for the duration of a project. Any substitutions of the Architect’s personnel, consultants

or subconsultants require written notification to the County and written consent of the County. The County may require substitution of any personnel or consultants provided that the County has first notified the Architect in writing and allowed a reasonable period for adjustments and/or corrections. With this Agreement, all nine of the consultants and subconsultants who are identified as the Architect's Project Team in Attachment 2 are approved by the County.

14. GEOTECHNICAL ENGINEERING

The Architect will submit to the County a statement of necessary geotechnical or soils engineering services that will be required. If the Architect does not believe that geotechnical services are required for the project, a written notice of such will be provided to the County stating same.

15. CIVIL ENGINEERING

The Architect will submit to the County a statement of need and extent of civil engineering required for the project to protect new and existing structures on or around the project from adverse conditions.

16. STANDARD OF CARE

The Architect represents that its officers, agents, employees and consulting professionals possess the experience, knowledge, and character necessary to qualify them individually for the services to be performed by them under this Agreement. All services will be performed in accordance with the standards of their respective profession. Such affirmation by consultants, subconsultants, and agents will not be construed as a diminution of the Architect's liability and responsibilities to the County.

17. APPLICATION OF PROFESSIONAL SEALS

Final technical reports and all bidding documents will contain a legible seal, signature, date and license expiration date of the design professional responsible for the document or under whose supervision the document was prepared. For project manuals and technical reports the seal must be provided by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.

18. REVIEW PROCESS

The Architect will submit documents for review by the County as required by this Agreement and Attachment 2. The Architect will provide five sets of review documents to the County for each review. Following the reviews the Architect will respond to the County's Project Manager in writing to all review comments and questions.

19. TIME

The Architect will perform the Architect's Services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the design and construction. The Architect will submit, for the County's approval, a schedule of the Architect's Services and will include allowances for periods of time required for the County's review and approval of submissions and for approvals of authorities having jurisdiction over the project.

20. REIMBURSABLES

Reimbursable expenses the actual, incidental expenditures made by the Architect in the interest of the project. The Architect will incur no expenses for which the Architect is entitled reimbursement until the County gives written approval. Reimbursable expenses will include, but not limited to, the following:

- A. Expenses of transportation when traveling in connection with the project. Such expenses are limited to per diem and mileage rates are set forth in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 and DFA Rule 95-1, except that the County will authorize such travel in advance.
- B. Expenses of fees paid for securing approvals of authorities having jurisdiction over a project.
- C. The Architect will charge bidders or offerors a deposit fee equal to the full cost of reproduction of drawings, specifications, and other documents required by the County to solicit bids or proposals. This fee will be completely refunded if the documents are returned in usable condition within the time frame specified in the IFB or RFP. Forfeited fees must be returned to the County.
- D. Construction documents and specifications will be printed by the lowest quote received from print rooms specified by the County. All reproduction required must be approved in writing by the County prior to request. This expense will be paid by the County for the initial bidding and by the Architect for subsequent biddings. All other reproductions as may be required for the County's review or for the office use of the Architect will be provided as part of the Architect's Services.

22. THE COUNTY'S RESPONSIBILITIES

- A. The County may designate a representative authorized to act on its behalf, however, authority for final approval of all tasks in the Architect's Services, including change orders is retained by the County. The County will examine documents submitted by the Architect and will render decisions promptly to avoid unreasonable delay in the progress of the project.

- B. The County may designate a Project Manager for the project who will be the County's primary representative in the administration of this Agreement. The Architect will report to the County's Project Manager. All correspondence from the Architect will be communicated to the Project Manager.
- C. The County will ensure review in writing of each project task and will notify the Architect of the accord.
- D. The County will furnish a legal description and certified land survey of the site, giving, as applicable grades and lines of streets, alleys, pavements, and adjoining property; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and complete data pertaining to existing buildings, other improvements, and trees, and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- E. If the County observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice thereof will be given by the County to the Architect.
- F. The County will furnish required information and services and will render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's Services and of the construction.

23. RESPONSIBILITY FOR CONSTRUCTION COST

- A. When the detailed statement of Probable Construction Cost or an evaluation prepared by the Architect indicates that a project exceeds the Probably Construction Cost the provisions outlined below will apply:
 - 1) Evaluations of the County's project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Architect represents the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Architect does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the a project budget proposed, established, or approved by the County, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

- 2) The Architect will notify the County in writing at any time the estimated cost of construction is expected to exceed the Probable Construction Cost. The Architect's written notification will include a detailed explanation and will provide suggestions for reducing the estimated cost so that it does not exceed the Probable Construction Cost. The County agrees to cooperate with the Architect and permit reasonable and necessary revisions or reductions to the scope of a project. The Architect agrees to revise the drawings and specifications as necessary at no additional expense to the County, if so requested by the County, in order to bring the estimated cost within the Probable Construction Cost.
- 3) The Probable Construction Cost is a fixed limit of the construction cost for the project. The Architect will be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the bidding or proposal documents to bring construction cost within the Probable Construction Cost. With the written consent of the County, the Architect may also include in the bidding or proposal document either additive or deductive alternate bids or proposals to adjust the construction cost to the fixed limit.
- 4) If bidding or negotiations with potential contractors have not commenced within two months after the Architect submits bidding or proposal documents to the County, the project budget will be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the bidding or proposal documents to the County and the date on which proposals are sought.
- 5) When the Probable Construction Cost is exceeded by the lowest bona fide bid, the County may:
 - a. Give written approval of an increase or adjustment in the Probable Construction Cost, or
 - b. Authorize re-bidding of the project within a reasonable time, and
 - c. Cooperate with the Architect in revising the project scope as required to reduce or adjust the Probable Construction Cost.

If the County elects to reduce the Probable Construction Cost, the County will cooperate with the Architect in revising the quality and scope of a project; and the Architect, without additional charge for services or re-printing of the drawings and specifications will modify the drawings and specifications as necessary to bring the Construction Cost within the Construction Cost. The Architect will then assist the County through the bidding process.

24. ARCHITECT'S RECORDS AND AUDIT

- A. Records of expenses by the Architect and its consultants pertaining to all services under this Agreement will be kept on the basis of generally accepted accounting principles and will be available at mutually convenient times to the County.
- B. The County will have the right to audit all such records and billings both before and after payment. Payment under this Agreement will not foreclose the right of the County to recover excessive or illegal payments.
- C. Records of expenses will be kept by the Architect and its consultants and subconsultants and will be available to the County. This provision will survive and continue beyond the termination of this Agreement.
- D. These records will be subject to inspection by the County and will be maintained for inspection for a period of three years. Billings may be audited both before and after payment; and payment by the County under this Agreement and will not foreclose the right of the County to recover excessive or illegal payments.

25. OWNERSHIP AND USE OF DOCUMENTS

- A. Original construction document drawings, designs, specifications, notes, project manuals, and/or related documents and other work developed in the performance of this Agreement by the Architect will become the sole property of the County whether the project for which they are made is constructed or not, pursuant to NMSA 1878, Section 13-1-123. The Architect may maintain a complete reproducible set of any and all record documents developed under this Agreement.
- B. All documents, including drawings and specifications prepared by the Architect pursuant to this Agreement are instruments of service in respect to a project. The Architect will not be liable should the County use the documents, in whole or in part, in the future when the Architect's services are not retained.
- C. The original drawings may be marked by the County or the Architect to designate any restrictions of use of these documents.
- D. Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Architect.

26. MAINTENANCE

Ease of maintenance and the ability to repair major items of installed equipment by replacement are essential. To ensure that these services can be adequately performed after the project is accepted by the County, the Architect will:

- A. In all relevant Contract Documents, design and provide for all major installed equipment in the project, including but not limited to, removal, access, maintenance, and storage space needs. In addition, all installed equipment systems will be appropriately identified and labeled to describe the capacities, flows, and other pertinent information related to their maintenance and safe operation;
- B. Specify only equipment that can be readily maintained by the County or other qualified commercial repairman;
- C. Provide Construction Documents that accurately depict the installation of all major items of installed equipment and which provide reasonable detail on all other major systems to be installed;
- D. At the completion of the Construction Documents the Architect will brief the County on the rationale for the selection of the mechanical and electrical systems to be specified in the Contract Documents with the probable life-cycle costs for the systems.

27. EXHIBITS AND ATTACHMENTS

All exhibits and attachments referred to in this Agreement including the exhibits referred to in this Agreement, as well as those listed below, are incorporated into this Agreement by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Exhibit A	Pay Request form
Exhibit B	Change Order
Exhibit C	Amendment form

28. ATTACHMENTS

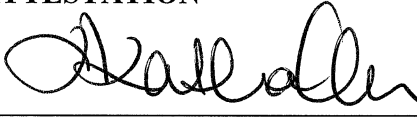
Attachment 1	Notice to Proceed
<u>Attachment 2</u>	Architect's Proposal and Fee Schedule dated March 27, 2026

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

SANTA FE COUNTY


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

ATTESTATION


Katharine E. Clark,
Santa Fe County Clerk

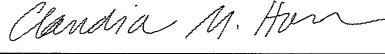
05/13/2026
Date

Approved as to form:

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

5/12/2026
Date

ARCHITECT – design office


Claudia Meyer Horn, ASLA, LEED AP
Principal

12. May. 2026
Date

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY AND ARCHITECT



SANTA FE COUNTY PURCHASING DIVISION

2013 EDITION, PART B of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Architect will perform the Architect's Services set forth in Part A of Agreement No. 2026-0248-GM.

2. EFFECTIVE DATE AND TERM

This Agreement will be effective on the date of last signature by the parties (the Effective Date). The term of this Agreement is four years from the Effective Date, unless earlier terminated under Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Part A of Agreement No. 2026-0248-CM, will be completed in full, to the satisfaction of the County, for the amount set forth in Sections 3 and 4 of Part A of this Agreement, and for no other cost, amount, fee, or expense.

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

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach of this Agreement by the other party. The non-breaching party will give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Architect written notice of termination. The notice will specify the effective date of termination, which will not be less than 15 days from the Architect's receipt of the notice. The County will pay the Architect for acceptable services performed before the effective date of termination but will not be liable for any services performed after the effective date of termination.
- C. In the event of termination, all finished or unfinished documents, data, sketches, calculations, estimates, records, schedules, studies, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of services under this Agreement, whether complete or in progress, prepared by the Architect under this Agreement will become the County's property, and the Architect will be entitled to receive compensation for actual services satisfactorily completed, including reimbursable expenses authorized by the County which are then due.

5. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Architect. Such termination will be without penalty to the County, and the County will have no duty to reimburse the Architect for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for

expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the Architect in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Architect and its employees, consultants and subconsultants are independent contractors and are not employees or agents of the County. Accordingly, the Architect and its employees, consultants and subconsultants will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Architect has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.
- B. Subcontracting. The Architect will 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 will be void and without legal effect.
- C. Personnel.
 - 1) All work performed under this Agreement will be performed by the Architect or under its supervision.
 - 2) The Architect represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) will not be employees of or have any contractual relationships with the County and (ii) will be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Architect will 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 County's advance written approval will be null and void and without any legal effect.

8. RELEASE

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

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Architect in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization by the Architect without prior approval from the County.

10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable; the County will own such copyright.

11. CONFLICT OF INTEREST

Architect represents that it has no and will not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing signed by the parties. The Architect specifically acknowledges and agrees that the County will not be responsible for any changes to this Agreement unless such changes are set forth in a written amendment.

13. ENTIRE AGREEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits and attachments referred to in this Agreement are incorporated into this Agreement by reference and made a part of this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. Architect agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Architect specifically agrees not to discriminate against any person with regard to employment with Architect or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. Architect acknowledges and agrees that failure to comply with this section will constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Architect will comply with all applicable laws, ordinances, and regulations.
- B. This Agreement will be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

- A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Architect agrees to (i) maintain such books and records during the term of the Agreement for a period of six years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (“GAAP”).
- B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Architect also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

- A. Architect shall indemnify and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, causes of action, costs or expenses including legal fees, attributable to bodily injury, sickness, disease, or death, or to injury to persons or property including loss of use, caused directly or indirectly by the negligent act or failure to act by Architect, or by Architect's officers, employees, consultants or anyone for whom the Architect is legally liable, or Architect's breach of any representation or warranty made herein.
- B. Architect's obligations under this section will not be limited by the provisions of any insurance policy Architect is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement will be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement will not be affected and will be valid and enforceable.

21. NOTICES

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

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

To the Architect: design office
Attn: Claudia Meyer Horn
1300 Luisa Street, Suite 24
Santa Fe, NM 87505

22. ARCHITECT'S REPRESENTATIONS AND WARRANTIES

The Architect hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Architect, the person executing this Agreement has authority to do so, and, once executed by the Architect, this Agreement will constitute a binding obligation of the Architect.
- B. This Agreement and Architect's obligations hereunder do not conflict with

Architect's corporate agreement or any statement filed with the NM Secretary of State on Architect's behalf.

- C. Architect is legally registered and licensed to operate as a business in New Mexico and to do the work anticipated by this Agreement and will maintain such registration and licensure in good standing throughout the duration of the Agreement.

23. LIMITATION OF LIABILITY

County's liability to Architect for any breach of this Agreement by County will be limited to direct damages and will not exceed the maximum amount of compensation specified in Section 4 of Part A of this Agreement. In no event will County be liable to Architect for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Architect will submit evidence of insurance as is required herein. Policies of insurance will be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Architect will procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,000,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County will be named additional insured on the policy.
- C. Workers' Compensation Insurance. Architect will comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Architect will procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, Architect will increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

The County will procure all necessary project permits and pay all related charges and fees.

27. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

30. SURVIVAL

The provisions of following paragraphs will survive termination of this Agreement:

INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.