



AIA[®]

Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Eleventh day of May in the year 2023
(In words, indicate day, month and year.)

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

Alamogordo Public Schools
1211 Hawaii Ave
Alamogordo, NM 88310

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

Dekker Perich Sabatini
7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

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

New Holloman Middle School (HMS)
381 1st St, Holloman Air Force Base
Alamogordo, NM 88330

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Educational and Space Program for the new Middle School will be developed as part of the collaborative visioning exercise with the school district.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

- Project address: 381 1st St, Holloman Air Force Base, Alamogordo, NM 88330
- New school facility will be approximately 52,178 SF to serve 300 students grades 6-8. Final building area and student count will be determined based on visioning and programming exercise. New school will be located on the existing Holloman Middle School campus and the existing elementary and middle school facilities will remain operational during construction.
- New outdoor learning studios to include a learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens, and group gathering spaces. Outdoor learning spaces will be designed to serve the Pre-K to 8th Grade students and located between the new middle and elementary school.
- Demolition of existing Holloman Middle School and replacement with new outdoor learning/play areas
- Relocation of the existing track and field with new track to be located in the southwestern side of the site

Init.

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- Artificial Intelligence and Virtual Reality integration in the new school
- Programming and Visioning efforts for project goals will be above typical project requirements
- Basic coordination and review with Holloman AFB authorities will be required. Review requirements are assumed to not include any extensive needs for separate review packages, review sessions and resubmittals.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Total project budget set at Fifty-nine million, six-hundred ten thousand, four-hundred seventy-one dollars and zero cents (\$59,610,471.00) with an anticipated Gross Maximum Price (GMP) of approximately Forty-five million dollars (\$45,000,000.00). GMP subject to final determination based on unknown additional project costs.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
 Refer Attachment "B" Project Schedule
- .2 Construction commencement date:
 To Be Decided
- .3 Substantial Completion date or dates:
 To Be Decided
- .4 Other milestone dates:
 To Be Decided

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Design Services fee proposal is based on a maximum of three (3) separate early work packages

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Minimum USGBC LEED Silver Certification and WELL Certification

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the

agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Colleen Tagle
Deputy Superintendent of Support Services
Alamogordo Public Schools

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Justin Burks
Maintenance and Construction Coordinator
Alamogordo Public Schools

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To Be Decided

- .2 Land Surveyor:

Pettigrew & Associates, PA
100 E. Navajo Drive, Suite 100
Hobbs, NM 88240

- .3 Geotechnical Engineer:

Pettigrew & Associates, PA
100 E. Navajo Drive, Suite 100
Hobbs, NM 88240

- .4 Civil Engineer:

Bohannon Huston Inc. Consultant will be retained by the Architect for the basic services scope of work.
7500 Jefferson St NE
Albuquerque, NM 87109

- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Havona Environmental, Inc.
P.O. Box 35848
Albuquerque, NM 87176

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Kurt Morton, AIA
Project Manager
Dekker Perich Sabatini

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Dekker Perich Sabatini
7601 Jefferson NE, Suite 100
Albuquerque NM, 87109
Tel: (505) 761-9700

.2 Mechanical Engineer:

Bridgers & Paxton
4600-C Montgomery Blvd. NE
Albuquerque, NM 87109
Tel: (505) 883 4111

.3 Electrical Engineer:

Bridgers & Paxton
4600-C Montgomery Blvd. NE
Albuquerque, NM 87109
Tel: (505) 883 4111

§ 1.1.12.2 Consultants retained under Supplemental Services:

Interior Design and FFE- Dekker Perich Sabatini
LEED and WELL Consultant- Dekker Perich Sabatini
Landscape Design- Dekker Perich Sabatini
Technology Design- Bridgers and Paxton
Educational Consultant- Grant Lichtman
Kitchen Consultant- Landmark

§ 1.1.13 Other Initial Information on which the Agreement is based:

Refer Attachment "A"

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers’ Compensation at statutory limits.

§ 2.6.5 Employers’ Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million (\$ 3,000,000) per claim and Four Million (\$ 4,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional

insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and

other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect (Conceptual Design Phase)
§ 4.1.1.4 Measured drawings	Not Applicable
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Architect
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	CMAR
§ 4.1.1.13 Cost estimating	CMAR
§ 4.1.1.14 Full-time on-site project representation	Not Applicable
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Architect + Consultants
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.20 Tenant-related services	Not Applicable
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Applicable
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.26 Historic preservation	Not Applicable
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Architect. Refer Attachment "A" for scope definition
§ 4.1.1.29 Other Supplemental Services	Architect. Refer Attachment "A" for scope definition

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer Exhibit "A"

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

- Existing Facility Surveys
- Topographic Survey, Locating Existing Utilities, Easements and boundary survey
- Geotechnical Survey
- Traffic Impact Analysis
- Testing Services or Remediation
- Abatement Services
- LEED Commissioning and WELL third-party performance verification services
- Temporary facilities planning or construction documents

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner’s delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Sixty (60) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Two (32) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services to be negotiated between Owner and Architect.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide

the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget

for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the

Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes,

receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Four Million, Four Hundred Forty Five Thousand, Two Hundred Thirty Nine Dollars and Seventy Two Cents (\$4,445,239.72) including NMGRT.
Refer Attachment "A" for details

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

None

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer Attachment "A"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated based on architect's standard billing rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Programming Phase	Ten	percent (	10	%)
Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Twenty Eight	percent (	28	%)
Construction Phase	Twenty	percent (	20	%)
Acceptance	One	percent (	1	%)
11-month Correction Period	One	percent (	1	%)
<i>(Row deleted)</i>				
Total Basic Compensation	One hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)
Principal	\$225.00
Project Manager	\$175.00
Project Architect	\$135.00
Construction Administration	\$130.00
Project Representative	\$125.00
CADD Operator	\$85.00
Administrative Support	\$80.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred. Refer Attachment "A".

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Four Percent 4% or maximum allowed by law, whichever is less.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

May 11, 2023

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

-Design Services Fee Proposal Dated May 04, 2023- Attachment "A"
-Preliminary Project Schedule- Attachment "B"
-Certificate of Liability Insurance- Attachment "C"
-APS Request for Proposal #005-2023, issued 03/15/2023- Attachment "D"
-DPS Response to RFP #005-2023, submitted 04/19/2023- Attachment "E"

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Judy Rabon
Alamogordo Board President

(Printed name and title)



ARCHITECT (Signature)

05.10.2023

Sanjay S. Kadu
Principal / Architect

(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:11:38 ET on 05/10/2023.

PAGE 1

AGREEMENT made as of the Eleventh day of May in the year 2023

...

Alamogordo Public Schools
1211 Hawaii Ave
Alamogordo, NM 88310

...

Dekker Perich Sabatini
7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

...

New Holloman Middle School (HMS)
381 1st St, Holloman Air Force Base
Alamogordo, NM 88330

...

TBD
PAGE 2

Educational and Space Program for the new Middle School will be developed as part of the collaborative visioning exercise with the school district.

...

- Project address: 381 1st St, Holloman Air Force Base, Alamogordo, NM 88330
- New school facility will be approximately 52,178 SF to serve 300 students grades 6-8. Final building area and student count will be determined based on visioning and programming exercise. New school will be located on the existing Holloman Middle School campus and the existing elementary and middle school facilities will remain operational during construction.
- New outdoor learning studios to include a learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens, and group gathering spaces. Outdoor learning spaces will be designed to serve the Pre-K to 8th Grade students and located between the new middle and elementary school.
- Demolition of existing Holloman Middle School and replacement with new outdoor learning/play areas
- Relocation of the existing track and field with new track to be located in the southwestern side of the site

- Artificial Intelligence and Virtual Reality integration in the new school
- Programming and Visioning efforts for project goals will be above typical project requirements
- Basic coordination and review with Holloman AFB authorities will be required. Review requirements are assumed to not include any extensive needs for separate review packages, review sessions and resubmittals.

PAGE 3

Total project budget set at Fifty-nine million, six-hundred ten thousand, four-hundred seventy-one dollars and zero cents (\$59,610,471.00) with an anticipated Gross Maximum Price (GMP) of approximately Forty-five million dollars (\$45,000,000.00). GMP subject to final determination based on unknown additional project costs.

...

Refer Attachment "B" Project Schedule

...

To Be Decided

...

To Be Decided

...

To Be Decided

...

- [] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Design Services fee proposal is based on a maximum of three (3) separate early work packages

...

Minimum USGBC LEED Silver Certification and WELL Certification

PAGE 4

Colleen Tagle
Deputy Superintendent of Support Services
Alamogordo Public Schools

...

Justin Burks
Maintenance and Construction Coordinator
Alamogordo Public Schools

...

To Be Decided

...

Pettigrew & Associates, PA
100 E. Navajo Drive, Suite 100
Hobbs, NM 88240

...

Pettigrew & Associates, PA
100 E. Navajo Drive, Suite 100
Hobbs, NM 88240

...

Bohannon Huston Inc. Consultant will be retained by the Architect for the basic services scope of work.
7500 Jefferson St NE
Albuquerque, NM 87109

...

Havona Environmental, Inc.
P.O. Box 35848
Albuquerque, NM 87176

PAGE 5

Kurt Morton, AIA
Project Manager
Dekker Perich Sabatini

...

Dekker Perich Sabatini
7601 Jefferson NE, Suite 100
Albuquerque NM, 87109
Tel: (505) 761-9700

...

Bridgers & Paxton
4600-C Montgomery Blvd. NE
Albuquerque, NM 87109
Tel: (505) 883 4111

...

Bridgers & Paxton
4600-C Montgomery Blvd. NE
Albuquerque, NM 87109
Tel: (505) 883 4111

...

Interior Design and FFE- Dekker Perich Sabatini
LEED and WELL Consultant- Dekker Perich Sabatini
Landscape Design- Dekker Perich Sabatini
Technology Design- Bridgers and Paxton
Educational Consultant- Grant Lichtman

Kitchen Consultant- Landmark

...

Refer Attachment "A"

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$)~~ One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ Three Million (\$ 3,000,000) per claim and Four Million (\$ 4,000,000) in the aggregate.

PAGE 13

§ 4.1.1.1	Assistance with Selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect (Conceptual Design Phase)</u>
§ 4.1.1.4	Measured drawings	<u>Not Applicable</u>
§ 4.1.1.5	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Architect</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Architect</u>
§ 4.1.1.12	Value analysis	<u>CMAR</u>
§ 4.1.1.13	Cost estimating	<u>CMAR</u>
§ 4.1.1.14	On-site Full-time on-site project representation	<u>Not Applicable</u>
§ 4.1.1.15	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Architect + Consultants</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Owner</u>
§ 4.1.1.20	Tenant-related services	<u>Not Applicable</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Applicable</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Architect</u>
§ 4.1.1.26	Historic preservation	<u>Not Applicable</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Architect. Refer Attachment "A" for scope definition</u>
§ 4.1.1.29	Other Supplemental Services	<u>Architect. Refer Attachment "A" for scope definition</u>

...

Refer Exhibit "A"

PAGE 14

- Existing Facility Surveys
- Topographic Survey, Locating Existing Utilities, Easements and boundary survey
- Geotechnical Survey
- Traffic Impact Analysis
- Testing Services or Remediation
- Abatement Services
- LEED Commissioning and WELL third-party performance verification services
- Temporary facilities planning or construction documents

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~(—)Sixty (60)~~ visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(—Two (2)~~ inspections for any portion of the Work to determine final completion

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Two (32) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional ~~Services.~~Services to be negotiated between Owner and Architect.

PAGE 19

Litigation in a court of competent jurisdiction

PAGE 21

None

...

None

PAGE 22

Four Million, Four Hundred Forty Five Thousand, Two Hundred Thirty Nine Dollars and Seventy Two Cents (\$4,445,239.72) including NMGRT.
Refer Attachment "A" for details

...

None

...

Refer Attachment "A"

...

To be negotiated based on architect's standard billing rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

PAGE 23

<u>Programming Phase</u>	<u>Ten</u>	percent (	<u>10</u>	%)
<u>Schematic Design Phase</u>	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>Design Development Phase</u>	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>Construction Documents Phase</u>	<u>Twenty Eight</u>	percent (	<u>28</u>	%)
<u>Construction Phase</u>	<u>Twenty</u>	percent (	<u>20</u>	%)
<u>Acceptance</u>	<u>One</u>	percent (	<u>1</u>	%)
<u>11-month Correction Period</u>	<u>One</u>	percent (	<u>1</u>	%)
<hr/>				
<u>Total Basic Compensation</u>	one <u>One hundred</u>	percent (	<u>100</u>	%)

...

Principal

\$225.00

<u>Project Manager</u>	<u>\$175.00</u>
<u>Project Architect</u>	<u>\$135.00</u>
<u>Construction Administration</u>	<u>\$130.00</u>
<u>Project Representative</u>	<u>\$125.00</u>
<u>CADD Operator</u>	<u>\$85.00</u>
<u>Administrative Support</u>	<u>\$80.00</u>

PAGE 24

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred. Refer Attachment "A".

...

None

...

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~% Four Percent 4% or maximum allowed by law, whichever is less.~~

...

None

PAGE 25

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

...

May 11, 2023

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

-Design Services Fee Proposal Dated May 04, 2023- Attachment "A"

-Preliminary Project Schedule- Attachment "B"

-Certificate of Liability Insurance- Attachment "C"

-APS Request for Proposal #005-2023, issued 03/15/2023- Attachment "D"

-DPS Response to RFP #005-2023, submitted 04/19/2023- Attachment "E"

Judy Rabon
Alamogordo Board President

Sanjay S. Kadu
Principal / Architect



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:11:38 ET on 05/10/2023 under Order No. 2114424315 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal / Architect

(Title)

05.10.2023

(Dated)



AIA[®] Document E234[™] – 2019

Sustainable Projects Exhibit, Construction Manager as Constructor Edition

This Exhibit dated the Eleventh day of May in the year 2023 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

New Holloman Middle School (HMS)
381 1st St, Holloman Air Force Base
Alamogordo, NM 88330

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 ARCHITECT
- 3 CONSTRUCTION MANAGER
- 4 OWNER
- 5 CLAIMS AND DISPUTES
- 6 MISCELLANEOUS PROVISIONS
- 7 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of the services of the Architect, the Work of the Construction Manager, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

§ 1.2 Definitions

§ 1.2.1 Sustainable Objective

The Sustainable Objective is the Owner’s goal of incorporating Sustainable Measures into the design, construction, maintenance, and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

§ 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post-occupancy use, operation, maintenance, or monitoring requirement that must be completed to achieve the Sustainable Objective. The Owner, Architect, and Construction Manager shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

§ 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s, Architect’s, and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures;

ADDITIONS AND DELETIONS:

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

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

the specific details about design reviews, testing, or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

§ 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED[®], Green Globes[™], Energy Star, or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

§ 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect, or Construction Manager is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect, and Construction Manager in the Sustainability Plan and may include documentation required by the Certifying Authority.

§ 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

§ 1.3 Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that apply to the Architect or the Construction Manager or the performance of the Architect's or the Construction Manager's services:
(Identify applicable incentive programs, deadlines, and any related requirements that apply to the Architect or Construction Manager or their respective services.)

None

§ 1.4 The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

ARTICLE 2 ARCHITECT

§ 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

§ 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification.

§ 2.3 Sustainability Workshop

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, the Architect's consultants, the Construction Manager, and the Construction Manager's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures to be targeted; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

§ 2.4 Sustainability Plan Services

§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

§ 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents, Design Development Documents, and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 2.6 Construction Phase

§ 2.6.1 The Architect shall advise and consult with the Owner regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Construction Manager, the Architect shall promptly notify the Owner of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner and Construction Manager to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 2.6.2 If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and, upon the Owner's written authorization, further investigate such change.

§ 2.6.3 At Substantial Completion, the Architect shall forward to the Owner all Sustainability Documentation prepared by the Construction Manager in accordance with the Contract Documents, except for Sustainability Documentation, which by its nature, must be completed after Substantial Completion.

§ 2.6.4 The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

§ 2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ 2.7.1 If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7.

§ 2.7.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.7.3 The Architect shall collect the Sustainability Documentation from the Owner and Construction Manager; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.7.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.7.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.7.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.7.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Construction Manager or consultants.

§ 2.8 Copyrights and Licenses

§ 2.8.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.8.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

§ 2.9 Additional Services

§ 2.9.1 Upon recognizing the need to perform the following Additional Services, in addition to those listed in the Owner-Architect Agreement, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Construction Manager with preparation of Sustainability Documentation, for which the Owner or Construction Manager is responsible pursuant to the Sustainability Plan.

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

- .1 Three (3) adjustments to the Sustainability Plan
- .2 Ten (10) meetings during the Design and Construction Phases required to define, develop, and incorporate the Sustainable Measures into the Contract Documents
- .3 Four (4) submittals to the Certifying Authority
- .4 Three (3) responses to the Certifying Authority's comments and questions
- .5 Four (4) appeals to the Certifying Authority pursuant to Section 2.7.5
- .6 Four (4) meetings with the Owner and Construction Manager, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Construction Manager's Work.

ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 During the Preconstruction Phase and Construction Phase, the Construction Manager shall perform those Sustainable Measures identified as the responsibility of the Construction Manager in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall provide a preliminary evaluation of the Owner's anticipated Sustainable Objective.

§ 3.2.2 Sustainability Workshop

The Construction Manager shall attend the Sustainability Workshop described in section 2.3, conducted by the Architect, with the Owner, the Owner's consultants, the Architect's consultants and the Construction Manager's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures to be targeted; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule and the Owner's program and budget.

§ 3.2.3 Sustainability Documentation

The Construction Manager shall prepare, and submit to the Architect, the Sustainability Documentation required from the Construction Manager by the Sustainability Plan.

§ 3.2.4 Consultation

§ 3.2.4.1 As part of the Construction Manager's consultation services in accordance with the Owner-Construction Manager as Constructor Agreement, the Construction Manager shall discuss the requirements of the Sustainability Plan with the Owner and Architect, and shall provide recommendations consistent with the Sustainability Plan.

§ 3.2.4.2 The Construction Manager shall identify, in the Project schedule, items that could affect timely achievement of the Sustainable Objective, and include specific milestone dates related to the requirements of the Sustainability Plan.

§ 3.2.5 Cost Estimates

§ 3.2.5.1 The Construction Manager shall include the Owner's anticipated Sustainable Objective in the Construction Manager's preliminary estimates of the Cost of the Work, or the cost of the program requirements, for the Architect's review and Owner's approval.

§ 3.2.5.2 In its updates of the estimate of the Cost of the Work, the Construction Manager shall allow for the further development of Sustainability Plan.

§ 3.2.6 Extent of Responsibility

The Construction Manager is not required to ascertain that the Sustainability Plan is in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, or requirements of the Certifying Authority, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.2.7 Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.7.1 To the extent that the Sustainability Plan and other Contract Documents are anticipated to require further development, the Construction Manager shall provide, in the Guaranteed Maximum Price or in the Control Estimate, as applicable, for such further development consistent with the Contract Documents and reasonably inferable therefrom.

§ 3.2.7.2 The Construction Manager shall include the Sustainability Plan, and related clarifications and assumptions, in its written statement of the basis of the Guaranteed Maximum Price proposal or Control Estimate, as applicable.

§ 3.2.7.3 The Owner shall authorize the Architect to revise the Sustainability Plan to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish the revised Sustainability Plan to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Sustainability Plan.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall record the progress toward achievement of the Sustainable Objective, and include this information in its written progress reports to the Owner and Architect.

§ 3.3.2 The Construction Manager shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Construction Manager that will adversely affect the Construction Manager's achievement of a Sustainable Measure for which the Construction Manager is responsible pursuant to the Sustainability Plan, the Construction Manager will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

§ 3.3.3 The Construction Manager shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Construction Manager may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

§ 3.3.4 The Construction Manager shall be responsible for preparing and completing the Sustainability Documentation required from the Construction Manager by the Contract Documents, including any Sustainability Documentation required to be submitted after Substantial Completion. The Construction Manager shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Construction Manager will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion, so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

§ 3.3.5 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Construction Manager by the Contract Documents and the Construction Manager's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Construction Manager shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Construction Manager and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 3.3.6 The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

§ 3.3.7 Construction Waste Management

The Construction Manager, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Construction Manager shall recycle, reuse, remove or dispose of materials as required by the Contract Documents.

§ 3.3.8 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Construction Manager shall submit all other Sustainability Documentation required from the Construction Manager by the Contract Documents no later than the date of Substantial Completion.

§ 3.3.9 Final Completion

§ 3.3.9.1 All Sustainability Documentation required from the Construction Manager by the Contract Documents shall be submitted to the Architect before final payment or any remaining retained percentage shall become due.

§ 3.3.9.2 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Construction Manager of its obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 4 OWNER

§ 4.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 4.2 The Owner shall provide to the Construction Manager and Architect any information requested by the Construction Manager or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 4.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 4.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

ARTICLE 5 CLAIMS AND DISPUTES

The Owner, Construction Manager and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Owner, Construction Manager and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Construction Manager's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Construction Manager warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 6.2 This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Construction Manager and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

| None

Additions and Deletions Report for AIA® Document E234™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:10:45 ET on 05/10/2023.

PAGE 1

This Exhibit dated the Eleventh day of May in the year 2023 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

New Holloman Middle School (HMS)
381 1st St, Holloman Air Force Base
Alamogordo, NM 88330

PAGE 2

None

PAGE 4

- .1 Three (3) adjustments to the Sustainability Plan
- .2 Ten (10) meetings during the Design and Construction Phases required to define, develop, and incorporate the Sustainable Measures into the Contract Documents
- .3 Four (4) submittals to the Certifying Authority
- .4 Three (3) responses to the Certifying Authority's comments and questions
- .5 Four (4) appeals to the Certifying Authority pursuant to Section 2.7.5
- .6 Four (4) meetings with the Owner and Construction Manager, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Construction Manager's Work.

PAGE 7

None

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:10:45 ET on 05/10/2023 under Order No. 2114424315 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E234™ – 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal / Architect

(Title)

05.10.2023

(Dated)

Attachment "A"

May 4, 2023

Ms. Marie Bouma
Chief Procurement Officer
Alamogordo Public Schools (APS)
Alamogordo, NM

DEKKER
PERICH
SABATINI
Architecture
in Progress

Re: Professional design services fee for the New APS Holloman Middle School project.

Dear Ms. Bouma:

Dekker Perich Sabatini is pleased to submit this proposal for design and construction administration services related to the above referenced project. This proposal is based upon our understanding of the project requirements from the scope defined in the RFP and our discussions with APS.

We understand the entire project scope will be designed on the occupied existing Holloman Middle School campus at the Holloman AFB and will comprise of the following:

- New approximately 52,178 GSF school facility to serve 300 students in Grades 6-8
 - o The final square footage and student count to be determined based on visioning and programming requirements
- New outdoor learning studios to include a learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens, and group gathering spaces. Outdoor learning spaces will be designed to serve the Pre-K to 8th Grade students and located between the new middle and elementary school.
- Demolition of existing Holloman Middle School and replace with new outdoor learning/play areas
- Relocation of the existing track and field with new track to be located in the southwestern side of the site
- Artificial Intelligence and Virtual Reality integration
- Programming and Visioning for project goals above typical project requirements
- Coordination and review with Holloman AFB authorities

The purpose of this design services fee proposal is to provide basic design services to include Architectural, Structural, MEP, Civil, Interior Design, Site Planning, and Kitchen Consultant design services for the new Holloman Middle School project. The overall project will be constructed in phases to comprise of new construction, demolition and site work, to maintain operations at the existing Holloman Elementary and Middle School facilities. The existing Holloman Middle School facility will be demolished, followed by associated site work.

We understand APS will be using Construction Manager at Risk (CMAR) delivery method for this project and there may be separate early works packages required to expedite the overall design and construction schedule. Design services fee proposal is based on a maximum of 3 separate construction work packages.

Consultants proposed for the project;

- | | |
|---------------------------|------------------------|
| - Civil: | Bohannon Huston |
| - Electrical: | Bridgers & Paxton |
| - Technology: | Bridgers & Paxton |
| - Landscape Architecture: | Dekker Perich Sabatini |
| - Mechanical: | Bridgers & Paxton |
| - Structural: | Dekker Perich Sabatini |
| - FFE Design: | Dekker Perich Sabatini |
| - LEED and WELL: | Dekker Perich Sabatini |
| - Educational Consultant: | Grant Lichtman |

Civil Engineering will be limited to the site extents affected by this project, and it is assumed that all utilities are available on the site.

We understand that the contract to be executed between the Owner and the Design Professional will be the AIA B133-2019 "Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition." Our services will include full Design and Construction Administration, as defined by the AIA agreement.

**Total proposed design fixed fee for basic services:
Excluding NMGRT** **\$3,446,000.00**

Additional Services (excluding NMGRT): **\$544,000.00**

- Acoustical Engineering:	\$ 50,000.00
- Technology Design:	\$ 50,000.00
- Landscape, Outdoor Studios and Irrigation Design:	\$140,000.00
- Furniture, Fixtures & Equipment (FFE):	\$ 69,500.00
- LEED and WELL Consulting Services:	\$171,500.00
- <u>Educational Consultant:</u>	<u>\$ 63,000.00</u>
Total Additional Services:	\$544,000.00

Reimbursable expenses not to exceed amount (excluding NMGRT): **\$135,512.50**

Reimbursable expenses breakdown:

- Printing of drawings for owner review and School Board/Community Presentations:	\$ 30,000.00
- Meals 150 trips for 4 persons max at \$20/meal:	\$ 12,000.00
- Travel 150 trips (50 trips during design + 100 during construction) At 450 miles (round trip) at \$0.655/Mile:	\$ 44,212.50
(Trips from El Paso office will be billed for 200 miles (round trip) at 0.655/Mile)	
- 60 overnight stays at \$155/night:	\$ 9,300.00
- LEED and IWBI review/certification fees (Assumed costs):	\$ 20,000.00
- Travel related expenses to school precedence visits will be billed at cost Time associated with travel is part of Basic Services	
Total not to exceed reimbursable expenses:	\$135,512.50

All documents for review by owner and for use by bidders, contractor, subcontractors and suppliers, lenders, and any other third parties not under contract to DPS shall be transmitted electronically. Those parties shall be responsible for printing their own hard copies as needed. In the event DPS is required to send hard copies to any party other than those under its direct contract, all printing and reproduction costs, as well as shipping and/or mailing shall be a reimbursable expense.

Total Compensation:	\$4,125,512.50
<u>Applicable New Mexico Gross Receipt Taxes (NMGRT) at 7.75%:</u>	<u>\$ 319,727.22</u>

Total Contract Sum: **\$4,445,239.72**

Excluded from our design services are utility designation services, geotechnical or testing services, structural testing or remediation, utility locating services and any off-site utilities work, Traffic Impact Analysis (TIA), water tanks and pumps, lift station design, temporary facilities planning or construction documents, hazardous material sampling or abatement, easement and topographical surveys, LEED Commissioning and WELL third-party performance verification services, and Federal Grant Administration and Management Services.

We will invoice monthly based on our percentage of completion.

Thank you for the opportunity to submit this fee proposal and work with you and the district again. If you have any questions or require any additional information, please don't hesitate to contact me on my cell at 505.385.5913

Sincerely,

Dekker Perich Sabatini



Sanjay S. Kadu, AIA
Principal / Architect

7601 JEFFERSON NE, SUITE 100
ALBUQUERQUE, NM 87109

505.761.9700
DPSDESIGN.ORG

ARCHITECTURE / DESIGN / INSPIRATION

Attachment "B"

Attachment B – Preliminary Project Schedule*

PHASE	DATE TO BE COMPLETED	DURATION
Programming Phase	5/15/2023	9 wks
Programming Phase Review	7/14/2023 – 7/28/2023**	2 wks
Schematic Design Phase	7/17/2023	13 wks
Schematic Design Phase Review	10/13/2023 – 10/27/2023	2 wks
Design Development Phase	10/16/2023	13 wks
Design Development Review	1/12/2024 – 1/26/2024	2 wks
Construction Documents Phase	1/15/2024	16 wks
Construction Documents Review	5/3/2024 – 5/17/2024	2 wks
Bidding Phase	5/20/2024 – 7/12/2024	8 wks
Construction Phase Begins	To Be Determined	per CMAR schedule
Substantial Completion	Summer 2025	
Final Acceptance and Project Close-out	Fall 2025	
11-Month Correction Period Inspection and Report	Summer 2026	

*Schedule may be affected by CMAR additional information and any specific requirements of early work packages

**Schedule depends on availability of Alamogordo Public School staff members and educational consultant's schedule availability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111
CONTACT NAME: Eloise Hughes
PHONE: (505) 822-8114
FAX: (505) 822-0341
E-MAIL ADDRESS: ehughes@cressinsurance.com
INSURER(S) AFFORDING COVERAGE: Continental Casualty Company (20443), Travelers Casualty And Surety Company Of America (31194)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: APS New Holloman Middle School. Project Number- 005-2023

CERTIFICATE HOLDER: Alamogordo Public Schools, 1211 Hawaii Ave, Alamogordo, NM 88310
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: James Lyon



**ALAMOGORDO PUBLIC SCHOOLS
REQUEST FOR PROPOSAL**

RFP #005-2023

RFP Title: Holloman Middle School Design

Commodity Codes: 90607, 90610, 90638

RFP ISSUE DATE	03/15/2023
PRE-PROPOSAL MEETING IN PERSON OR VIRTUAL (NON-MANDATORY)	03/28/2023 @ 2:00 PM
DEADLINE FOR WRITTEN QUESTIONS	03/31/2023 @ 5:00 PM
APS RESPONSE TO WRITTEN QUESTIONS	04/05/2023 @ 5:00 PM
RFP DUE DATE AND TIME	04/19/2023 @ 3:00 PM
EVALUATION OF PROPOSALS	04/21/2023
INTERVIEW OF SHORTLIST	04/26/2023
DATE OF AWARD	05/03/2023
PROTEST DEADLINE	05/17/2023

**PROPOSALS MUST BE RECEIVED BY THE DUE DATE AND TIME IN ORDER TO BE CONSIDERED
RESPONSIVE TO THIS SOLICITATION. NO PROPOSALS WILL BE RECEIVED AND OR
CONSIDERED AFTER THE DUE DATE AND TIME.**

District Contact Information

Name/Title	Marie Bouma, Chief Procurement Officer
Phone Number	575-812-6044
E-Mail	procurement@alamogordoschools.org

*Any inquiries or requests regarding this procurement should be submitted, in writing, to the listed Chief Procurement Officer of Alamogordo Public Schools. Proposers may contact **ONLY** the listed Chief Procurement Officer regarding this RFP. Other APS employees or Evaluation Committee members do **not** have the authority to respond on behalf of APS. Communications directed to parties other than the Chief Procurement Officer will have no legal bearing on this RFP or the resulting contract(s). All responses from Alamogordo Public Schools will be provided in writing to all Proposers by addendum. Proposers are encouraged to submit proposals electronically via Alamogordo Public Schools vendor registry portal at the link below.*

[APS Vendor Registry Portal](#)

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I. GENERAL INSTRUCTIONS

1. **RFP Documentation:** Proposers are expected to be familiar with all documents contained in this RFP to ensure proposals are in compliance with all provisions contained in this Request for Proposals. Proposers must notify Alamogordo Public Schools of any inconsistency or error in review of the RFP Documents.
***NOTE:** Please read all of the RFP documents carefully for mandatory requirements.
2. **Scope of Work:** The District may add to or delete from the Scope of Work set forth in this RFP.
3. **Written Questions:** Proposers may submit written questions to offer clarity to the terms of the RFP. All questions must be submitted to the listed Chief Procurement Officer no later than the date listed in this RFP; **all times are subject to local time zone (MST)**. The District will respond by addendum to the submitted written questions.
4. **Submission:** The Submission of a proposal constitutes that the Proposer has made all appropriate examinations, investigations and analysis and has made provision as to the cost in the submitted proposal. By responding to this RFP, Proposer acknowledges and agrees to the terms and conditions set forth in this RFP and by addendum. The RFP Proposer will abide by the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA, and acknowledges that the Code imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
5. **Electronic RFP Documents:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by APS, the Proposer acknowledges that the version maintained by APS on the APS procurement website shall govern.
6. **Incurring Cost:** The Proposer shall bear the full burden of any cost associated with the preparation, transmittal, and/or presentation of any material, equipment, system submitted in response to this RFP.
7. **Public Records Act:** Alamogordo Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS in response to a formal procurement solicitation are subject to release as a public information request. If a Proposer believes that its proposal or parts of its proposal may be exempted from disclosure under New Mexico law, the Proposer may mark the pages "confidential" for consideration to exemption. APS reserves the sole right to determine exemptions.
8. **Proposal Firm:** Proposals to this RFP including price proposals shall be considered firm for One Hundred Twenty (120) days after the response due date.
9. **Forms and Addendums:** The Proposer shall be responsible for ensuring that they are in possession of the most recent copy of this RFP including any/all addendums that have been issued. No addendum will be issued later than five (5) calendar days prior to the due date of receipt of proposals. The only addendum that may be issued within Five (5) calendar days of the receipt of Proposals is one which withdraws the RFP or one that extends the proposal receipt due date and time. It is the responsibility of the Proposer to acknowledge all addendums in their proposal. Proposers should revisit the website prior to the due date of receipt of proposals before submitting their proposal to Alamogordo Public Schools. All addendums must be acknowledged in the submitted proposal.

10. **Correction and Withdrawal of Proposal:** Corrections are to be initialed in ink by the individual authorized to sign the proposal on behalf of the Proposer. Proposers are permitted to withdraw their proposal any time prior to the deadline of receipt of proposals by submitting a written withdrawal request to the Chief Procurement Officer.
11. **District Discretion:** Alamogordo Public Schools reserves its right in its sole discretion to “waive technical irregularities in the form of the bid or proposal of the low bidder or Proposer which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offered” pursuant to NMSA 1978, §13-1-132
12. **Responsive Proposer:** The Chief Procurement Officer may make investigations to determine if the Proposer’s proposal meets the requirement of a responsive offer as set forth in [§13-1-85](#). The District may reject a proposal if it is does not meet the requirements set forth in [§13-1-85](#)
13. **Interviews:** Interviews may be conducted with Proposers who submit proposals determined to be potentially acceptable of being selected for award, however proposals may be accepted without such interviews.
14. **Award:** Alamogordo Public Schools reserves the right to award all, part, or none of the scope of work detailed in this RFP. This Request for Proposals in no way obligates Alamogordo Public Schools into entering business with any potential Proposer without a fully executed contract or purchase order. The award of this contract is not final until approved by APS Board of Education and/or contract is signed by both parties.

15. **Preferences**

Please Note: This Award will utilize federal funds; preferences will not be awarded pursuant to [NMSA 1978 §13-1-21J](#)

16. **Buy American:** As required by the Buy American provision, all products must be of domestic origin as required by [CFR 25.602.2](#)
17. **RFP Cancellation or rejection:** This Request for Proposals may be canceled and/or proposals may be rejected in whole or in part when deemed in the best interest of Alamogordo Public Schools pursuant to [NMSA 1978 § 13-1-131](#).
18. **Multi-Award:** Alamogordo Public Schools reserves the right to issue multi-award contracts when necessary for adequate delivery of services pursuant to [NMSA, § 13-1-153](#).
19. **Board of Education Approval:** Award of resulting contract from this RFP is not considered final until approved and signed by the Alamogordo Public Schools Board of Education and the Contractor.
20. **Federal Procurement** – In addition to the New Mexico Statutes Annotated (NMSA) and the State of New Mexico Procurement Code, this procurement will be governed by the Code of Federal Regulations (CFR) Any provisions in the Inflation Reduction Act would also govern the procurement.

DEFINITIONS OF TERMINOLOGY

Award of Contract: shall mean a formal written notice by Alamogordo Public Schools that a firm has been selected to enter into a contract for services. Any Notice of Award that has not resulted in a written signed bilateral agreement between the successful Proposer and the Alamogordo Public School District, within 1 month of written notice of award, shall result in the termination of negotiations and not be considered an award.

Contract: means a signed bilateral agreement between the APS District and a successful Proposer/contractor for the work covered by this RFP.

Contractor: means successful Proposer awarded the contract.

Determination: means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

District: for purposes of this RFP, means the Alamogordo Public Schools Governing Board and is synonymous with the terms and acronym "Owner" and "APS".

Entity: means the Owner, Alamogordo Public Schools (APS).

Proposer: is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

Owner: is Alamogordo Public Schools.

Proposal: is the Proposer's response to this RFP.

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

Responsible Proposer: means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

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

Construction Management at Risk: means a construction manager (CM) hired to oversee the project from design to construction close-out and deliver it with a Guaranteed Maximum Price (GMP).

Selection Committee: means a body constituted in accordance with NMSA 1978 [§ 13-1-121](#) to perform the evaluation of Proposer proposal submittals.

The terms "must," "shall," "will," "is required," or "are required" identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Proposer's proposal.

The terms "can," "may," "should," "preferably," or "prefers" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Proposer's proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Selection Committee Chair.

II. SCOPE OF WORK

Alamogordo Public Schools is requesting Architectural Proposals for new middle school facilities located on Holloman AFB. The facilities will be adjacent to the newly constructed Holloman Elementary School and is intended to provide a collaborative environment for all military connected students attending the schools. The design will be a planned square footage of 52,178. Pre-K – eighth grade students will have access to and full use of the outdoor learning studio and its supporting spaces. The design will include a world class Science, Technology, Engineering, Arts, and Mathematics (STEAM) facility servicing approximately 300 students as well as Holloman AFB and the greater Alamogordo Public Schools. In addition to the new buildings, the area adjacent to the North & West of the Pre-K – fifth grade building (~4 acres) will be home to the Pre-K – eighth grade Outdoor Learning Studio which will include a learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens and group gathering spaces. The Southwestern side of the site (~13 acres) will be the location of the new track and field.

The design is set to begin immediately upon award of Architectural Services.

Architectural Services will include but not be limited to:

1. Foundation System design ranging from simple foundation systems to complex foundation systems (e.g., Simple slab on grade to complex drilled piers and grade beams with a structural slab) shall be considered as basic services. The foundation design services and associated investigations are inclusive in this RFP. If requested, multiple options with associated budget estimates shall be provided to the owner pending the outcome of the geotechnical report or owner requirements. Heating, Cooling, and Ventilation System design ranging from simple systems to complex HVAC systems (e.g., Simple roof top units to complex geothermal systems) shall be considered as basic services. The HVAC system design services and associated investigations are inclusive in this RFP. If requested, multiple options with associated budget estimates shall be provided to the Owner pending the outcome of the Life Cycle Cost Analysis or owner requirements.
2. Engineering design to provide life, health, and safety requirements for the school facility, especially fire suppression system design (e.g. Design of fire tank and pump components) necessary to provide a code compliant environment shall be considered as basic services. The design services of these life, health, safety components are inclusive in this RFP.
3. Play area, playground equipment/outdoor learning and all associated landscape design is included as part of the basic services rendered for this RFP and Contract.
4. Kitchen equipment design is included as part of the basic services rendered for this RFP and Contract.
5. The Owner requires in-person formal review meetings prior to submission of each design phase in conjunction with updated cost estimates. The Owner is using CMAR (Construction Manager at Risk) and the successful proposer would need to address this approach. In addition to each design phase review meeting, the Owner will be implementing a 50% Design Development review meeting and 50% Construction Documents meeting. The purpose of these meetings is to review the design of the project and associated budgets at each phase:

- a. Programming phase – programming phase services**
 - i. Project administration
 - ii. Owner-supplied data coordination
 - iii. Establishment of program goals and needs
 - iv. Determination of space area requirements
 - v. Establishment of space relationships
 - vi. Site analysis for building location
 - vii. Obtaining licensing agencies’ or other regulatory entities’ consultation/review which must include a Educational Consultant who is well acquainted with Science, Technology, Engineering, Arts, and Mathematics (STEAM)
 - viii. Project budgeting
 - ix. Presentation to Owner
 - x. Obtaining approval of programming documents from Owner

- b. Schematic design phase – schematic design phase services**
 - i. Project administration
 - ii. Concept design for all applicable disciplines, including but not limited to:
 - 1. Architectural
 - 2. Civil
 - 3. Landscaping
 - 4. Structural
 - 5. Mechanical
 - 6. Electrical
 - 7. Other (*See Other/Associated Services and Conditions – Listed Below*)
 - iii. Interim design presentation(s) to Owner
 - iv. Preliminary alternative materials and systems recommendations, including:
 - 1. Life cycle maintenance briefing
 - 2. Feasibility of utilizing alternative energy sources
 - 3. Statement of probable construction cost
 - 4. Submittal and presentation of schematic design documents to Owner
 - 5. Obtaining approval of schematic design documents from Owner
 - 6. Other (list)

- c. Design development phase – design development phase services**
 - i. Project administration
 - ii. Finalization of design and selection of materials and systems for all applicable disciplines, including but not limited to:
 - 1. Architectural
 - 2. Civil
 - 3. Landscaping
 - 4. Structural
 - 5. Mechanical
 - 6. Electrical
 - 7. Other (*See Other/Associated Services and Conditions – Listed Below*)
 - iii. Project scheduling
 - iv. Statement of probable construction cost
 - v. Outline of specifications, including equipment and furnishings
 - vi. Obtaining licensing agencies’ or other regulatory entities’ review and approvals, as required
 - vii. Submittal and presentation(s) of design development documents to Owner
 - viii. Obtaining approval of design development documents from Owner
 - ix. Other (*See Other/Associated Services and Conditions – Listed Below*)

- d. Construction document phase – construction documents phases services**
 - i. Project administration

- ii. Preparation of final bidding and construction documents for all applicable disciplines, including but not limited to:
 - 1. Architectural
 - 2. Civil
 - 3. Landscaping
 - 4. Mechanical
 - 5. Electrical
 - 6. Other (*See Other/Associated Services and Conditions – Listed Below*)
 - iii. Detailed cost estimate – Uniform at Level III
 - iv. Obtaining licensing agencies’ and other regulatory entities’ reviews and approvals
 - v. Presentation(s) of bidding and construction documents to Owner
 - vi. Obtaining approval of bidding and construction documents from Owner
- e. Bidding phase – bidding phase services**
- i. Project administration
 - ii. Bidding documents distribution which have been reproduced by Owner
 - iii. Bidding inquiries review and disposition
 - iv. Proposed substitution, pre-approval, or prequalification review and disposition
 - v. Issuance of addenda
 - vi. Representation and assistance to Owner at bid opening
 - vii. Analysis of bids and recommendation on award of contract
 - viii. Assistance to Owner in preparation and execution of construction agreement
- f. Construction administration phase – construction administration phase services**
- i. Project administration
 - ii. Administration of preconstruction conference
 - iii. Periodic construction field observations
 - iv. Administration of profess meetings
 - v. Review and disposition of
 - 1. Submittals
 - 2. Change orders
 - 3. Contractor pay requests
 - 4. Other (*See Other/Associated Services and Conditions – Listed Below*)
 - vi. Interpretation of documents
 - vii. Monitoring of construction schedule
 - viii. Coordination of applicable regulatory agency review and approvals
 - ix. Determination of substantial and final completion
 - x. Project closeout, including:
 - 1. Maintenance, operation, and start-up assistance
 - 2. Recording of construction and warranty documents
- g. Post construction – post construction services**
- i. Maintenance and operation services
 - ii. Eleven-month warranty review
- h. Other/Associated Services and Conditions -** When specifically identified/selected by the Owners, the following services shall be deemed part of and incorporated into the Basic Services, Responsibilities, & Requirements of the Design Professional.

i. Certifications

This Project is required to qualify for the LEED green building rating system at a Silver level or better, in addition to WELL certification for building that impacts human health and wellbeing. The Design Professional shall provide the professional and engineering services necessary for its design and construction to meet the related basic criteria indicated in this Project's Agreement.

The Design Professional shall coordinate with the Owner in developing an integrated design approach to establish an energy performance target that exceeds the ENERGY STAR rating of 75, generated from the U.S. EPA's Energy Performance Rating tool Target Finder, on the <http://www.energystar.gov/newbuildingdesign> web page. This approach shall be described as part of the Project Program Statement.

ii. Roofing

Roofing design standards shall comply with the latest edition of standards as referenced below:

1. The NRCA Roofing and Waterproofing Manual – National Roofing Contractors Association.
2. Membrane Manufacturer's current published specifications, application instructions, and technical bulletins.
3. Annual Book of ASTM Standards, Latest Revision – ASTM International.

Design Professional shall ensure all required inspections by the Manufacturer of the approved materials occur to facilitate issuance of the specified roof warranty.

Design Professional shall specify rigid insulation, adhered roofing system, and component materials suitable for the structural deck that have been tested as a complete system for application and slopes indicated. Information regarding fastening for uplift resistance to meet the applicable Building Code shall also be provided.

Upon achievement of substantial completion, the Manufacturer shall inspect the work and inform (by written report) the Design Professional, Contractor, and the Installer of defective/incomplete work to be remedied. Those areas indicated shall be corrected to the full satisfaction of the Design Professional, Owner, and Manufacturer. The Manufacturer shall submit written acceptance of the project to the Design Professional prior to Final Completion for issuance of the weathertightness warranty. Roof design and material specifications shall include a primary manufacturer's warranty and no-dollar-limit for labor and materials for a period of not less than 30 years, and shall include the following:

- a. Roof membrane
- b. Roof membrane adhesion and attachment
- c. Roof membrane flashings
- d. Roof insulation
- e. Roof insulation attachment
- f. Roof system fasteners, termination bars, and other miscellaneous accessories supplied by the roofing Manufacturer
- g. Primary Roofing Manufacturer's Warranty shall cover building code required design wind speed.
- h. Primary Roofing Manufacturer's warranty shall cover defects in materials and workmanship and shall become effective at the completion of the work. This warranty shall not include any buy-out clauses and shall not be prorated.

i. All warranties shall contain written provision(s) stating that they will be fully transferable at any time during the specified warranty period.

i. Furnishings and Equipment

The Design Professional shall provide all required work for design, selection, preparation of Construction Documents and bidding for the procurement of project related furniture, fixtures, and equipment. Related services shall be performed in accordance with the same requirements contained in these General Conditions for review and approval by Owner as indicated for Basic Services unless modified in writing by Owner. Following installation of furniture, fixtures and equipment, the Design Professional shall inspect the installation and prepare a list for items requiring correction. Upon notification from the installer that all corrections have been made, the Design Professional shall again inspect the site to confirm that corrections were properly done and to authorize final payment for the furniture and fixtures.

III. SPECIFICATIONS

The 6-8 facility will house a STEAM program to enhance and reflect Holloman AFB mission with a projected enrollment of 225 students/capacity of 312 students and a planned square footage of 52,178. PK-8 students will have access to and full use of the outdoor learning studio and its supporting spaces.

The new facility will be constructed utilizing durable and energy efficient materials consistent with LEED or WELL Certifications. Technology for the new facility will include: charging space for chrome books, portable ViewSonic touch screens, projection and sound systems, electronic access control, VOIP intercom, Direct Digital Controls for HVAC and lighting systems, complete wireless access point coverage and an integrated CCTV system. Plumbing systems will include: low flow toilets and faucets throughout, drinking fountains with bottle fillers only and a Reverse Osmosis system. HVAC system capable of maintaining a temperature between sixty-eight- and seventy-five-degrees Fahrenheit with full occupancy that consists of a VRF system for main areas, packaged units for larger spaces and energy recovery ventilators. Lighting will include dimmable LED fixtures.

Exterior elements will include on-site pedestrian access with paved sidewalks that will connect all school activities and provide ADA compliant access to both buildings and site amenities (track and field, parking lots, etc.). Student drop off/pick-up areas will be separate from bus drop off and pedestrian paths. Parking for parent, staff and visitors will exceed minimum standards. Each building will have a single point of entry with a secured vestibule, also known as a 'man-trap'. Securable site fencing will also be included throughout the entire site, as well as site security lighting in all parking lots, walkways, entrances and exterior building areas. The building will have exterior cameras and a prominent monument or marquee sign.

In addition to the two new buildings, the are adjacent to the north & west of the PK-5 building (~4 acres) will be home to the PK-8 Outdoor Learning Studio. This area will have a joint use learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens, and group gathering spaces. The southwester side of the site (~13 acres) will be location of the new track and artificial turf field. The site will also include service access, a playground and basketball courts for the middle school, a retention pond and additional parking.

IV. INSURANCE REQUIREMENTS

Liability insurance shall be on a comprehensive basis and shall include the following divisions of coverage:

Comprehensive General Liability Premises and Operations including Broad form property damage and Contractual liability	\$1,000,000 each occurrence
Professional Liability/Errors and Omission	\$1,000,000 Combined single limit each occurrence

Other required coverage's:

Workers Compensation	Statutory-New Mexico (All employees and subcontractors as applicable)
Automobile Liability Insurance for Contractors Providing Vehicles OR Automobile Liability Insurance for Sole Contractors/Subcontractors Using Personal Vehicles	\$500,000 Combined single limit each occurrence \$100,000 each person \$300,000 limit each occurrence

PROPOSER WILL BE RESPONSIBLE FOR ALL REQUIRED INSURANCE COVERAGE AS APPLICABLE TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

Coverage shall be with an insurer authorized by the State of New Mexico and shall carry a Best's rating of not less than "A" in the A.M. Best's Key Rating Guide. Alamogordo Public Schools, its Board of Education, and employees must be named as Additional Insureds with respect to all of the coverages. Evidence of insurance policies and forms adequate to confirm the currency and adequacy of coverage shall be provided to the District prior to the onset of service and the contract shall be conditioned upon the approval of same by the District.

NOTE: Proposers must provide certificates of current insurance coverage.

V. PROPOSAL FORMAT

The Proposer's proposal should follow this format:

LETTER OF SUBMITTAL AND EXPRESSION OF INTEREST REQUIREMENT:

Each proposal must be accompanied by a submittal letter. The submittal letter shall include acknowledgements and where appropriate, certification of the following:

- a. Brief history of the Company
- b. Type of ownership
- c. Statements as to size of professional staff
- d. Name of partner in charge, project manager and other key collaborators
- e. Time/Date availability of firms to perform services.
- f. Acknowledge acceptance of all conditions that govern the procurement
- g. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
- h. Acknowledge that if awarded the contract, the RFP documents, all terms and conditions stated herein, all information, data, certifications, disclosures and addendum shall be a part of the contract.
- i. Signature and contact information for the main point of contact the district should use for this RFP.

TECHNICAL PROPOSAL MUST INCLUDE THE FOLLOWING –label the tabs as follows:

- A. The technical proposal must be sealed and marked on the outside as follows: RFP 005-2023 – Holloman Middle School Design
- B. Table of Contents
- C. Credentials of Team and Firm:
 - a. Identify Principal member or officer of the firm who is responsible for the administration of the contract, including their email address and phone number.
 - b. Indicate the type of firm: corporation, partnership, sole proprietor, joint venture or other.
 - c. State the year the firm was established, and any former names by which the firm was known:
 - d. Provide the names and registration numbers of the registered Professional Architect(s)/Engineer(s) who will be in direct responsible charge of the work including their email address and phone number:
 - e. List all applicable business licenses your firm holds including a AIA license.
- D. Specialized Design and Technical Competence:
 - a. Describe your firm's specialized problem-solving techniques or approaches, innovative practices/ideas and advantages your team brings or offers to the project.
 - b. Work performed utilizing Construction Management at Risk (CMAR)

- E. Capacity and Capability of the Proposer to perform the Work:
 - a. Include an organizational chart indicating key project team members, including any sub consultants, and their specific roles on the project and/or area(s) of expertise.
 - b. Clearly identify the principal architect who will be directly responsible for the project.
 - c. Provide brief resumes for the principal architect and key project team member, describing why each team member was selected for this project, highlighting relevant project experience and knowledge.
 - d. Provide detail statement of firm capacity to complete the scope of this project.
 - e. Team Composition including consultants for innovative and excellent educational outcomes

- F. Past record of performance –
 - a. Proposer’s must demonstrate through historical documentation that the firm can meet schedules and budgets, as well as user program goals and final construction project costs.
 - b. Project schedules should provide information about the progress of work as related to owner schedules and goals, as well as the overall success of projects and client satisfaction.
 - c. Include client references, including contact names, addresses, email address and telephone numbers for each project.
 - d. Average percentage of change orders during construction and process for minimizing the need for change orders.

- G. Design Experience –
 - a. Describe projects of similar size and scope. Describe specialized design concepts and out-of-the-box thinking that has been implemented on previous architectural design projects.

- H. Technical approach to visioning programming and the presentation of each design phase:
 - a. Thoroughly discuss the process that will be implemented to capture and document the District’s vision and desires related to the overall design and features of the project.

- I. Evidence of understanding of the scope of work:

Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints, as well as any applicable discussion of possible options for design approaches or techniques.

- J. Insurance Claims/Judgements or Breach of Contracts errors or omissions

- K. Campaign Contribution Disclosure Form completed and signed (*Appendix A*)

- L. Prospective Contractor Conflict of Interest Certification Form completed and signed (*Appendix B*)

- M. Debarment/Suspension Certification Form completed and signed (*Appendix C*)

- N. An electronic copy of the proposal on a flash drive (Note: Item N only required if the Proposers proposal is being delivered in physical format. If Proposer uploads a proposal to Vendor Registry an electronic copy on a flash drive is not necessary.)

Price Proposal:

The Price Proposal must be submitted separate from the technical proposal. It must be marked the same as the technical proposal and include the wording “PRICE PROPOSAL.”

Cover page with the name, address, and phone number of the Proposer

A. For Architect’s Basic Services described in the RFP and sample contract attached, the Architect Proposes:

- a. Stipulated Sum
- b. Percentage Basis – Percentage of the Owner’s budget for the Cost of Work
- c. Other – Reimbursables
- d. Additional Services that may arise during the course of the project
- e. Compensation for Supplemental and Additional Services of the Architect’s consultants

B. Percentage of stipulated sum or percentage basis:

- a. Schematic Design Phase
- b. Design Development Phase
- c. Construction Documents Phase
- d. CMAR Procurement Phase
- e. Construction Phase

The Proposer can upload their submission to the APS Vendor Registry Portal via the link below

[APS Open Solicitations](#)

OR

The Proposer is required to submit **ONE (1)** original and **Five (5)** copies of their proposal and the required supporting documentation **if the Proposer's proposal is being mailed or delivered to APS District offices.**

The Proposer is required to submit an electronic copy of the proposal on a flash drive **if the Proposer's proposal is being mailed or delivered to APS District offices.**

If the Proposer considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly marked as “PROPRIETARY” or “TRADE SECRET.”

PROPOSERS SUBMITTING ELECTRONICALLY THROUGH VENDOR REGISTRY ARE NOT REQUIRED TO SUBMIT PHYSICAL COPIES.

VI. EVALUATION CRITERIA (maximum points available – 200 pts)

Criteria	Points
Specialized Design and Technical Competence- problem-solving techniques, innovative practices/ideas, advantages of team and CMAR experience– Technical Proposal D	10
Capacity and Capability of the Proposing firm to perform the work – key team members, consultants, principal architect, resumes, team composition and capacity for SOW-Technical Proposal E	10
Past record of performance – documentation that schedules, budgets, program goals and final construction costs, references, change order percentages – Technical Proposal F	10
Design Experience-specialized design concepts and out-of-the-box architectural design projects. Technical Proposal G	15
Technical Approach – provide thorough documentation of understanding of the District’s vision – Technical Proposal H	15
Evidence of Understanding of SOW- Information of project site, project administration, scheduling, budge and programmatic user requirements – Technical Proposal I	20
Price Proposal – Separate from Technical Proposal	20
Total Point for Submitted Proposal	100
Interview (if needed)	100

TOTAL POSSIBLE POINTS: 200

NOTE: It is the Proposer’s responsibility to provide full information in order to evaluate the criteria above

Please Note: This Award will utilize federal funds; preferences will not be awarded pursuant to [NMSA 1978 §13-1-21J](#)

CONCLUSION

Only the District is authorized to release information about projects covered by this RFP. The Proposer must refer to the District any requests to release or inspect any information that pertains to the work or activities covered by any action or award related to this RFP.

Pre-bid meeting is non-mandatory and will be available in person at [Alamogordo Public Schools](#), 1211 Hawaii Ave, Alamogordo, NM or virtually. Link will be provided via addendum on March 27, 2023.

The District reserves the right to make multiple awards pursuant to [NMSA, §13-1-153](#)

For questions regarding this Request for Proposals:

Marie Bouma, Chief Procurement Officer
1211 Hawaii Ave
Alamogordo, NM 88310
(575) 812-6044

Any inquiries or requests regarding this procurement should be submitted, ***in writing***, to the APS Chief Procurement Officer. Proposers may contact ONLY the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do not have the authority to respond on behalf of APS.

Appendix A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

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

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

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

The following definitions apply:

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

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official on the District Board of Education:

(Note: List Board of Education Member(s) here)

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (position)

APPENDIX B

PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Board of Education member of the Alamogordo Public School District has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Board of Education member's interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating to employ any employee or Board of Education member of the Alamogordo Public School District.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an Alamogordo Public School District employee within the preceding 12- month period.

_____	_____
_____	_____
_____	_____

Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the prospective Contractor named below.

Signature: _____ Title: _____

Name Printed: _____ Date: _____

Company: _____ City: _____

APPENDIX C

DEBARMENT/SUSPENSION CERTIFICATION FORM

The prospective Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with any Federal department or agency or with any department or agency of the State of New Mexico, or in receipt of a notice or proposed debarment from any Federal or Public State Agency. The prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract. If prospective Contractor is awarded a contract, prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any Federal or State Department Agency, or upon receipt of a notice of proposed debarment/suspension that is received at any time during the term or any renewal term of the contract.

The undersigned hereby certifies that prospective Contractor understands and will comply with these requirements, including the requirements of 22 CRF Part 513 and § 13-1-177 NMSA 1978 et seq. and any amendments thereto. The undersigned further certifies that he/she has the authority to certify compliance for the prospective Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective Contractor is unable to certify to any of the statements in this certification, the prospective Contractor shall attach an explanation to this proposal.

Signature: _____ Date: _____

Title: _____

Name Typed/Printed: _____

Company Name: _____

Address: _____

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

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

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

Alamogordo Public Schools
1211 Hawaii Ave.
Alamogordo, NM

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

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

Holloman Middle School Design
381 1st St.
Holloman AFB, NM 88330

The Owner and Architect agree as follows.

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

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.) The facility will be adjacent to the newly constructed Holloman Elementary School and is intended to provide a collaborative environment for all military connected students attending the schools. The design will be a planned square footage of 52,178. Pre-K-8th grade students will have access to full use of the outdoor learning studio and its supporting spaces. The design will include a world class (STEAM) Science, Technology, Engineering, Arts and Mathematics facility servicing approximately 300 students as well as Holloman AFB and the greater Alamogordo Public Schools. In addition to the new buildings, the area adjacent to the North & West of the Pre-K-5th grade building (~4 acres?) will be home to the Pre-K-8th grade outdoor learning studio which will include a learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens and group gathering spaces. The Southwestern side of the site (~13 acres?) will be the location of the new track and field.

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

(Provide total and, if known, a line item breakdown.) \$38,000,000D

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design contract to initiate immediately upon award; other milestone dates TBD

.2 Construction commencement date:

Owner will utilize Construction Manager at Risk (CMAR) method of Construction Procurement

.3 Substantial Completion date or dates:

March 31, 2026

.4 Other milestone dates:

Demolition complete - of Existing Holloman Middle School

August 31, 2026

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The owner intends to use the Construction Manager At Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.) SusLEAD Silver or better & WELL Certification

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Colleen Tagle - Deputy Superintendent of Operations - 1211 Hawaii Ave, Alamogordo, NM 88310 - colleen.tagle@alamogordoschools.org

J

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

(List name, address, and other contact information.)

Justin Burks - Maintenance and Construction Coordinator - 1211 Hawaii Ave, Alamogordo, NM 88310 - justin.burks@alamogordoschools.org

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)



§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

[REDACTED]

§ 1.1.12 Other Initial Information on which the Agreement is based:

[REDACTED]

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and one million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand (\$ 500,000) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than █ (\$ █) each accident, █ (\$ █) each employee, and █ (\$ █) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than █ (\$ █) per claim and █ (\$ █) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase

Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)
 () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the

Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus █ percent (█%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	█	percent (█%)
Design Development Phase	█	percent (█%)
Construction Documents Phase	█	percent (█%)
Procurement Phase	█	percent (█%)
Construction Phase	█	percent (█%)
Total Basic Compensation	one hundred	percent (100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)
█	█

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus █ percent (█ %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ █) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid █ (█) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

█ %

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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User Notes:

(3B9ADA33)

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

 (Printed name and title)

ARCHITECT (Signature)(Signatur

 (Printed name, title, and license number, if required)

AIA[®] Document B111[™] – 2022 Exhibit A

Design Architect Services

This B111[™]-2022, Exhibit A, Design Architect Services is part of the Agreement, between the Owner and the Design Architect, dated the day of in the year
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

Holloman Middle School Design
381 1st St.
Holloman AFB, NM 88330

THE OWNER: OWNER

Alamogordo Public Schools
1211 Hawaii Avenue
Alamogordo, NM 88310
(Name, legal status, and address)

THE DESIGN ARCHITECT:

(Name, legal status, and address)

ARTICLE A.1 SCOPE OF THE DESIGN ARCHITECT'S SERVICES

§ A.1.1 Schematic Design Phase Services

§ A.1.1.1 The Design Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Design Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ A.1.1.2 The Design Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ A.1.1.3 Based on the Project requirements agreed upon with the Owner, the Design Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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

§ A.1.1.4 Based on the Owner's approval of the preliminary design, the Design Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ A.1.1.4.1 The Design Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule, and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under the Agreement.

§ A.1.1.4.2 The Design Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ A.1.1.5 The Design Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Design Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ A.1.1.6 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Design Architect shall take action as required under Section 6.4 of the Agreement and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Design Architect shall incorporate the required revisions in the Design Development Phase.

§ A.1.2 Design Development Phase Services

§ A.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Design Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ A.1.2.2 Prior to the conclusion of the Design Development Phase, the Design Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Design Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ A.1.2.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Section 1.2.4 and 1.2.5 and request the Owner's approval of the Design Development Documents.

§ A.1.2.4 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with the Agreement;
- .3 in consultation with the Design Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ A.1.2.5 If the Owner chooses to proceed under Section 1.2.4.3, the Design Architect, without additional compensation, shall incorporate the revisions in the Transfer Package as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 1.2.4.1. The Design Architect's revisions in the Transfer Package shall be the limit of the Architect's responsibility under this Section.

§ A.1.3 Transfer Package Services

Based on the Owner’s approval of the Design Development Documents, the Design Architect shall compile a Transfer Package for the Owner’s use consistent with Article 7 of the Agreement. The Transfer Package shall consist of the Design Development Documents, a detailed estimate of the Cost of the Work prepared by the Owner’s Cost Consultant, the Owner’s schedule for the Project, and other Owner-provided documentation as appropriate to communicate the scope, quality, budget, and intent of the Project.

§ A.1.3.1 Following the Owner’s receipt of the Transfer Package and upon the Owner’s request, the Design Architect shall participate in a meeting to review and discuss the Transfer Package with the Owner and the Owner’s consultants and contractors for the purpose of assisting the Owner in the transfer of information.

§ A.1.3.2 If, after the meeting held pursuant to Section 1.3.1, additional response to questions or coordination is necessary for the transfer of design responsibility from the Design Architect, the Design Architect shall provide such services as Additional Services in accordance with the Agreement.



Sustainable Projects Exhibit

This Exhibit dated the █ day of █ in the year █ is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 ARCHITECT
- 3 CONTRACTOR
- 4 OWNER
- 5 CLAIMS AND DISPUTES
- 6 MISCELLANEOUS PROVISIONS
- 7 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of the services of the Architect, the Work of the Contractor, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

§ 1.2 Definitions

§ 1.2.1 Sustainable Objective

The Sustainable Objective is the Owner’s goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

§ 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

§ 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s, Architect’s and Contractor’s roles and responsibilities associated with achieving the Sustainable Measures; the specific

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details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

§ 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED®, Green Globes™, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

§ 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

§ 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

§ 1.3 Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services:

(Identify incentive programs the Owner intends to pursue and deadlines for submitting or applying for the incentive program.)

§ 1.4 The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

ARTICLE 2 ARCHITECT

§ 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

§ 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification.

§ 2.3 Sustainability Workshop

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

§ 2.4 Sustainability Plan Services

§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

§ 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents, Design Development Documents and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 2.6 Construction Phase

§ 2.6.1 The Architect shall advise and consult with the Owner regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Contractor, the Architect shall promptly notify the Owner of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 2.6.2 If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and, upon the Owner's written authorization, further investigate such change.

§ 2.6.3 At Substantial Completion, the Architect shall forward to the Owner all Sustainability Documentation prepared by the Contractor in accordance with the Contract Documents, except for Sustainability Documentation which by its nature must be completed after Substantial Completion.

§ 2.6.4 The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

§ 2.7 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority

§ 2.7.1 If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7.

§ 2.7.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.7.3 The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.7.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.7.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.7.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.7.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

§ 2.8 Copyrights and Licenses

§ 2.8.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.8.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

§ 2.9 Additional Services

§ 2.9.1 Upon recognizing the need to perform the following Additional Services, in addition to those listed in the Owner-Architect Agreement, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

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

- .1 adjustments to the Sustainability Plan
- .2 meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents
- .3 submittals to the Certifying Authority
- .4 responses to the Certifying Authority's comments and questions
- .5 appeals to the Certifying Authority pursuant to Section 2.7.5
- .6 meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

ARTICLE 3 CONTRACTOR

§ 3.1 The Contractor shall perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

§ 3.2 The Contractor shall meet with the Owner and Architect to discuss alternatives in the event the Owner or Architect recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the Sustainability Plan, the Contractor will promptly provide notice to the Architect and meet with the Owner and Architect to discuss alternatives to remedy the condition.

§ 3.3 The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner and Architect shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

§ 3.4 The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted after Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Architect in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion, so that the Architect may submit the Sustainability Documentation to the Certifying Authority.

§ 3.5 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents and the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect and Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor and Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 3.6 The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

§ 3.7 Construction Waste Management

The Contractor, in accordance with the Contract Documents, shall prepare and submit to the Architect and Owner a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project. The Contractor shall recycle, reuse, remove or dispose of materials as required by the Contract Documents.

§ 3.8 Substantial Completion

Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents no later than the date of Substantial Completion.

§ 3.9 Final Completion

§ 3.9.1 All Sustainability Documentation required from the Contractor by the Contract Documents shall be submitted to the Architect before final payment or any remaining retained percentage shall become due.

§ 3.9.2 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Contractor's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 4 OWNER

§ 4.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 4.2 The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 4.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 4.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 4.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

ARTICLE 5 CLAIMS AND DISPUTES

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 6.2. This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

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ORIGINAL



ARCHITECT / ENGINEER SERVICES FOR

Holloman Middle School Design

4.19.23

ALAMOGORDO PUBLIC SCHOOLS
A/E REQUEST FOR PROPOSAL
RFP 005-2023



April 19, 2023

Marie Bouma, Chief Procurement Officer
Alamogordo Public Schools (APS)

DEKKER
PERICH
SABATINI
Architecture
in Progress

Subject: RFP No. 005-2023 — Holloman Middle School Design

Dear Ms. Bouma and Members of the Selection Committee:

On behalf of Dekker Perich Sabatini (DPS), I am pleased to present our qualifications for the replacement of Holloman Middle School (HMS) project. We have reviewed the RFP, studied the APS Facilities Master Plan 2020-2024, visited the existing school site, and believe we thoroughly understand Alamogordo Public School's (APS) vision and goals for the new HMS.

The impact this project will have on Alamogordo and Holloman Air Force Base (AFB) communities should be the driving force in the planning and design process and hence our approach is grounded in these core values:

- A school is about the teachers, the students, the community, and learning, as well as the building
- The highest measure of success is accomplishing the school district's goals through design excellence
- Innovation can only happen when all voices are heard

Firm History: Art Dekker Architects was founded in 1959 by the father of current principal Dale Dekker. In 1998, Dekker/Perich & Associates and Holmes/Sabatini & Associates merged to become Dekker Perich Sabatini (DPS), which brought together multiple specialties under one roof.

Due to many successful collaborations with our clients, the DPS team has grown to over 200 staff in three states and four offices with unrivalled capacity to serve school districts in and around NM.

DPS is a S-Corporation firm, and I, Sanjay S. Kadu, am a registered architect in the State of NM and will be directly in charge of the work. Our proposed team for this project is immediately available to start work and perform all design services needed for the HMS replacement project. As a Principal at DPS, I am empowered to negotiate and contractually obligate DPS for the purpose of this RFP. I can be reached at sanjayk@dpsdesign.org or 505.385.5913 for any proposal clarifications.

We acknowledge:

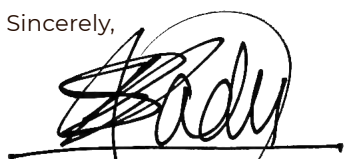
- We have received five (5) amendments for this RFP
- All the conditions governing the procurement stated in the RFP
- That the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certificates, disclosures and attachments submitted
- If awarded the contract, the RFP documents, all terms and conditions stated herein, all information, data, certifications, disclosures and addendum shall be a part of the contract

Based on our extensive educational facilities design experience, coupled with thorough understanding of APS based on past successful multiple projects, we bring a fresh perspective and are confident that our team is uniquely qualified to make this project a success because:

- **We have direct relevant experience** successfully designing multi-phased on-site replacement projects on occupied campuses
- **We have successfully completed multiple projects in and around Alamogordo** and have in-depth knowledge of APS's design standards, operational procedures, and maintenance requirements
- **We strive for design excellence** and will collaborate with you to transform your vision and goals into a state-of-the-art 21st Century learning facility

The world has changed around us in the last three years. We are ready to continue our strong working relationship with APS and Holloman AFB by taking all measures necessary to work through the post pandemic challenges of health and safety accommodations, cost escalation, and planning for lead times for materials and equipment to keep this project on schedule and within set budget. By working together at this critical time, we hope to not only design excellent facilities, but also enhance the experience for APS and the community it serves.

Sincerely,



Dekker Perich Sabatini Ltd.
Sanjay Kadu, AIA
Principal

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Dekker Perich Sabatini

7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

505.761.9700 | dpsdesign.org

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C.

Credentials of Team and Firm

The planning conducted by Mr. Kadu and Ms. Murphy for this middle school was outstanding when you consider the issues... The Dekker Perich Sabatini team incorporated the considerations and tailored the specific school program, enrollment and current conditions to this unique master-planning project. The master planning conducted by the DPS team for Albuquerque Public Schools was diligent, thorough, and reflected the needs and vision of the APS Capital Master Plan and district.

— ELVIRA LOPEZ, AICP,
FORMER MANAGER/SENIOR PLANNER
AT ALBUQUERQUE PUBLIC SCHOOLS

C.a-e. CREDENTIALS OF TEAM & FIRM

a. Identify Principal member or officer of the firm who is responsible for the administration of the contract, including their email address and phone number.



Sanjay Kadu, AIA
sanjayk@dpsdesign.org
OFFICE: 505.761.9700
CELL: 505.385.5913

b. Indicate the type of firm: corporation, partnership, sole proprietor, joint venture or other.

S-Corporation

c. State the year the firm was established, and any former names by which the firm was known

DPS was established in 1959 and has operated, since 1998, as Dekker Perich Sabatini.

Art Dekker Architecture, 1959

Dekker & Associates, 1982

Holmes/Sabatini Associates Architects, 1984

Dekker/Perich & Associates, 1992

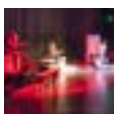
Dekker Perich Sabatini, 1998

d. Provide the names and registration numbers of the New Mexico Registered Professional Architect/Engineer who will be in direct responsible charge of the work, including their email address and phone number

Sanjay Kadu, AIA
Registration Number: NM #5489
sanjayk@dpsdesign.org
OFFICE: 505.761.9700
CELL: 505.385.5913

e. List all applicable business licenses your firm holds including an AIA license.

Our NM Taxation and Revenue Department State Resident Business Certificate number is L0685194928 (certificate copy included in the Required Forms Section).



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D.

Specialized Design & Technical Competence

The revitalization of Del Norte High School has exceeded expectations...The design transforms the 1960s campus by providing a striking modern identity for the school's public face and resolving difficult pedestrian and vehicle circulation issues. This was a challenging project due to its location in the middle of an active campus, but careful planning was used to successfully minimize disruption and complete the project within the planned schedule and budget. By creating Small Learning Communities with collaborative space and ample technology, the new classrooms support Del Norte's curriculum and allow teachers to provide more individualized attention to students.

— KAREN ALARID, EXECUTIVE DIRECTOR
OF CAPITAL, DIRECTOR, FACILITIES DESIGN
& CONSTRUCTION, APS

APS, Del Norte High School, Albuquerque, NM

INTRODUCTION

School replacements projects present an exciting challenge because they allow us to look at the existing facilities as a living laboratory and ask ourselves:

- What is working well here?
- What is not meeting the current and future needs of the school?
- What are the key opportunities to make this campus better?

As we apply these questions to Holloman Middle School (HMS) shared campus, together we can explore the lessons from the existing campus and the information from the PSMI Grant Proposal to improve the learning environment for the PreK-8 shared campus on Holloman AFB and prepare it to meet the set vision of creating a learning environment that serves as a beacon that screams with pride, transmits celestial significance, and offers light year educational pedagogy.

D.a. SPECIALIZED PROBLEM SOLVING TECHNIQUES + INNOVATIVE PRACTICES

WORK PLAN

For replacement projects on occupied campuses, we begin with a work plan focused on maintaining safe and secured operations at the existing school facilities. Throughout the design and construction process we will work closely with APS, Holloman AFB and HMS administration to consider operational issues such as:

- **Communication protocols** during design and construction and requirements for staff while on-site
- **Specific requirements** for contractor background checks, contractor use of site, and on-site personnel behavior
- **Incorporating work sequencing/phasing requirements** into the drawings and specs to coordinate construction with school programs and schedules
- **Evaluate existing site grading** and develop a temporary drainage plan to avoid exacerbating site drainage during construction
- **The logistics of relocating key site functions**, and keeping utilities operational throughout construction
- **Minimizing visual distraction** and noise disruption during construction
- **The best strategies** for phasing, construction staging, vehicular access, and deliveries

Based on experience designing over 300 educational facilities we understand the current trends in learning environment designs and the requirement to ensure spaces are designed to be flexible to allow for collaboration, engagement and hands-on learning while also supporting the structured curriculum needs. We will facilitate discussions about current curriculum and teaching methods, future evolution of current practices, and ways to translate it into physical characteristics of space, lighting, acoustics, and furniture. We use a variety of calculations, past project examples, diagrams, and precedent images from across the country to generate and refine programming ideas. This process has enabled other districts to refine assumptions in their Facilities Master Plans and help make decisions such as:

- Deleting fixed computer labs to reflect the district's change to a 1:1 technology program or emphasis on using mobile technology in classrooms
- Defining the vision for Innovation Labs focusing on STEM and art instruction
- Changing traditional libraries to include maker spaces, open media centers, and distributed collections
- Programming outdoor learning environments that support specific skills and activities like music, reading, gardening, fine motor play, STEM exploration, and sensory play

To create educational environments that are truly responsive and lasting in quality, we believe we must go the extra mile during their development.



CMSD, Capitan Middle & High School, Capitan, NM



AISD, Travis 6th Grade Campus, Amarillo, TX

MIDDLE SCHOOL EXPERIENCE

We have designed over 45 middle schools and worked closely with each district to understand the specific needs of this population. The middle schooler is at an important transition from child to young adult. Still needing strong guidance and attention from parents and teachers, the typical middle schooler is also seeking independence. This time requires a delicate balance of supervision and freedom where the adults in their lives must be good role models and mentors but allow exposure to more sophisticated information and activity. **Naturally inquisitive and eager to learn, the middle schooler, if properly challenged and guided, can become a productive, confident adult.** Can the design of the school make a difference?

As architects, we believe physical facilities make a huge difference. The physical environment shapes us as much as we shape it. Our passion is to design schools that will work in every way—functionally, aesthetically, and emotionally. Our experience with schools has taught us the specific characteristics that make effective schools:

- **Children thrive emotionally when they feel safe and have peace of mind.** Interior and exterior spaces must be designed for ease of supervision and security.
- **A school needs to accommodate a variety of activities.** We need to create space to accommodate teaching of various size groups, spaces for individual study and contemplation, active and lively spaces, passive and quiet spaces, private spaces, and public spaces.
- **Light-filled spaces with a view to the exterior contribute to effective learning.** Children learn better in daylight. Views of nature soothe and comfort both children and adults.
- **A sense of quality communicates a caring and supportive attitude.** The right finish materials, and well-maintained surfaces reinforce good behavior and a caring attitude in students.
- **A school environment should be healthy.** Employing materials that support health and indoor air quality, with minimal environmental impact, contributes to a healthy environment.

We understand the need to create an environment that is welcoming and appealing to this age group, while helping them transition into typical secondary school behaviors by creating spaces that they can independently navigate while incorporating things like the bell schedule and flexible hands-on-learning programs.

We will apply our extensive experience with educational facilities and specialized knowledge to create spaces that the middle school age students can relate with and feel comfortable.

STUDY OF EXISTING LEARNING ENVIRONMENTS

Our team brings a unique understanding to this project due to our past projects with APS, including the most recent analysis of existing school facilities conditions and presentation to the School Board with options for future new or maintenance projects. Upon beginning the HMS replacement project, we will use our thorough understanding of the District and the Holloman school site through our past work on the old Holloman Elementary School to complete a detailed study of the HMS and the shared campus.

Throughout this process we will investigate and document existing

school conditions with focus on how to improve specific materials and systems selection for ease of maintenance and durability by meeting with maintenance staff; enhance the design of the learning environment by meeting with teachers and APS administration; and work with the new Holloman Elementary administration and staff to explore options for creating safe outdoor learning studios and supporting spaces to serve both the schools.

We have extensive experience with Post Occupancy Evaluations (POE) on school projects. We have spent

hundreds of hours observing in schools and talking to staff and students about what they do and what they wish they could do. We are committed to performing a thorough qualitative and quantitative data analysis of the existing HMS to understand what doesn't work and what does. We have presented our POEs and associated research at National Conferences and some have been published. We want to bring our expertise and knowledge of designing engaging, collaborative, and technology rich learning environments to the new HMS.

This process will allow our team to create a custom design and construction process for HMS replacement project.



A4LE Publications

Holloman AFB Middle School Campus



A4LE National Conference Presentations





BPS, Bernalillo High School, Bernalillo, NM

PHASED CONSTRUCTION & OCCUPIED CAMPUS

We have successfully completed multiple phased demolition and replacement projects on active and shared campuses for various school districts. Although each project has its unique challenges, designing on active school campuses requires special expertise and experience to minimize disruption to ongoing operations while maintaining a safe and secure campus for students and staff. Our proven successful approach for addressing this critical design challenges include:

- **Careful documentation of existing site conditions**, grading, drainage, and utility locations to coordinate tie ins and avoid any disruption to utilities serving existing facilities
- **Exploring multiple master planning design concepts** to validate options for keeping existing facilities fully operational while clearing site for new construction
- **Planning and siting new facilities** with consideration for construction access, staging areas, crane locations, and additional crew parking
- **Working closely with District staff** to determine best strategies for phasing
- **Work closely with school staff** to coordinate construction schedule to avoid heavy noise making activities during student testing times, minimize construction traffic, and deliveries during school pick-up and drop-off times as well as other after school activities

We have successfully used these strategies on past projects to maintain a fully operational safe campus during multiple phases of construction and demolition. Our team will work closely with APS, HMS and Holloman Elementary School, and apply our extensive experience to determine best strategies for this project.

— SUCCESSFULLY COMPLETED MORE THAN 25 OCCUPIED CAMPUS SCHOOL PROJECTS —

EXISTING CAMPUS



Bernalillo High School Replacement, Bernalillo, NM

This multi-phased project was constructed in three separate phases. Each phase was clearly documented along with temporary site circulation diagrams to maintain safe pedestrian and vehicular traffic patterns on the active campus. Construction access, parking, and staging areas were coordinated with school administration to minimize disruption to ongoing educational activities. At every phase, construction extents were clearly identified, and fencing specified to maintain safe zone separation between construction and occupied campus areas.

PHASE 1 DEMOLITION



PHASE 1
NEW CONSTRUCTION
NEW PARKING & SITE RENOVATIONS

PHASE 2 DEMOLITION



PHASE 2
NEW CONSTRUCTION

NEW CAMPUS



PHASE 3
NEW BUS PARKING

We understand HOW TO PROVIDE FLEXIBLE



21st Century Learning Environments

WHILE ADHERING TO APS STANDARDS

INNOVATIVE 21st CENTURY LEARNING ENVIRONMENTS

- **A transition** from instilling topic knowledge (reading, writing, arithmetic) to developing key lifelong skills (critical thinking and problem solving, communication, collaboration, creativity, and innovation)
- **Increased exploration of STEAM** (science, technology, engineering, art/design, and math) concepts, interdisciplinary concepts, and skills for modern life
- **Developing multi-media literacy** and enabling equitable access to learning technologies and resources, as well as interacting more directly with experts outside of the school walls
- **Facilitating active learning** through hands-on, real-world approaches (project-based learning, flipped classrooms, differentiated curriculum, using technology to create and problem-solve)
- **Creating a healthy, safe, and inclusive learning environment** that meets the needs of today's diverse learners, where a single class may accommodate students who have sensory or cognitive disabilities, are gifted and talented, and have differences in native language and background
- **Addressing the unique needs** at transitions to and from the K-12 spectrum through universal PreK programs, career preparation programs, and dual credit/ early college programs

These changes directly affect the design of the learning environment because they affect the design, layout, and relationships among key learning spaces, as well as the integration of building materials, technology, and furniture that support educational goals.

We understand APS facilities development goal and priority is to design for sufficient flexibility that permits educational program modifications, and design easy to maintain energy efficient facility that can support Holloman AFB community use. Hence, our team will focus on key issues such as community, staff and student integration during design process and thorough analysis of life-cycle costs for systems as well as technology integration and acoustic detailing which can have a significant impact on the success of each space.



Outdoor learning studios at CMS, Cottonwood Elementary School, Carlsbad, NM

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

In today's world, integrating safety and security is paramount towards creating a supportive learning environment. Although the school campus is on the secured Holloman AFB, we are committed to using CPTED principles to design a safe and secure shared campus for the new HMS that supports creation of seamless indoor and outdoor learning environments.

We have in-house NASRO-Certified CPTED Practitioners who specialize in applying CPTED for Schools principles to campus assessments and school design. We integrate this safety focus into our design process, by involving local first responders and including key CPTED concepts in our internal Quality Assurance (QA) design reviews.

The goal of the CPTED approach is to not only reduce crime incidents, but also reduce fear of crime, discourage undesirable student behavior, and improve quality of life on campus.



SURVEILLANCE
WILL I BE SEEN?



ACCESS
WHO CAN GET IN & OUT?



TERRITORIALITY
DOES ANYONE CARE WHAT HAPPENS HERE?

SUSTAINABILITY & WELL-BEING

DPS has completed 68 LEED certified projects. We have 26 LEED APs on staff and the in-house expertise needed to achieve APS sustainability goals as well as the project specific LEED Silver or better certification requirement. We design with longevity and performance in mind by focusing on these key aspects of sustainability:

- Durability of materials and ease of maintenance
- Ongoing conservation of energy and water
- Promotion of health & well-being
- Adaptability over time

We believe that sustainability starts with a facility durable enough to be maintained for several decades, and able to protect users and the building from climate-related issues. This real-world focus on operations informs every design decision, and we have found that it is possible to achieve sustainability and energy conservation with simple and affordable strategies.

With any facility, people are the most valuable assets, and the design of those facilities not only impacts their health and well-being but also helps them achieve higher levels of productivity. Our WELL-Accredited Professional will work with APS to establish wellness goals for the project and to review design strategies to promote all aspects of health—physical, mental, and social.

68 LEED PROJECTS

We will focus our design process to support APS commitment towards smart sustainable design while exploring opportunities to add on site energy production and utilizing the building as a teaching tool with prominent sustainable design features to educate students about environmental conscious living.

CERTIFIED BUILDING CODE PROFESSIONAL

We have an in-house certified building code professional and plans reviewer which allows us to use the code as a design tool. This unique perspective lets us develop a design approach specific to the project needs. Understanding the established project schedule for HMS, we know this project will be designed and constructed during the adoption of a new edition of the building code for the State of New Mexico.

Because of this foresight we can plan for the upcoming code changes on your project before design begins. This will help us properly site the new facilities to ensure that all code required exits from the existing facilities can be maintained operational during new construction and fire vehicular access needs can be met.

COMMUNITY ENGAGEMENT

We understand this project is very important to the Alamogordo and the Holloman AFB communities and want to encourage community and student interest and input. DPS has developed numerous unique strategies and tools for soliciting community participation in the school design process and keeping the community informed about project progress, including project websites, community meetings, surveys, and comment cards.

We have developed and hosted simple project websites linked to district's website. These sites can contain information on the project's development. We have found community meetings to be a great way to encourage direct interaction, however, they are only successful if they are held at a time and location that is convenient for residents. We publicize community meetings in advance, and often tie them to a planned school event such as parent engagement nights, athletic events, and performances to boost attendance.

We also encourage students of all grades to participate in the overall design process, this helps generate interest, spark imagination and promotes buy-in with the new school facility.

Another tool we have developed is an on-line survey for parents, staff, and students to tell us what they like about the existing school and what they would like to see at the new facility, in order to build on the work already done in the APS Facilities Master Plan. We have also used comment postcards that allow everyone to provide feedback.

We know the Alamogordo and Holloman AFB communities are invested in this project and we will work with APS to develop a communication plan to encourage productive design dialogue with the entire combined community.



Community input and groundbreaking for various school projects throughout the state



D.b. CMAR EXPERIENCE

We have extensive experience with the CMAR process having completed over 50 projects using this procurement method. We welcome the expertise the CMAR brings and the cooperative, collaborative process that results. We feel this process provides real added value to the owner and results in higher levels of project success. Our approach to engaging the CMAR in this project:

- We will include the CMAR and key subcontractors in an initial investigation phase to identify as many hidden and uncertain site conditions as possible. This input has proven invaluable on past projects and will provide the needed information to make better design decisions and manage both the budget and schedule.
- Our team will work closely with the CMAR to identify building systems that are easily maintainable for APS staff, have parts available, lead times that work with the construction schedule, and are evaluated in terms of both first (construction) cost and the cost to operate and maintain over time.
- We will work closely with the CMAR on a phasing master plan that will be a key metric to determine the overall project schedule, work sequencing, and site constraints on the shared campus

- We will require that the Owner Architect Contractor (OAC) meetings begin during the initial master planning phase and continue through project closeout so issues can be quickly identified and addressed.
- With the help of the CMAR, a responsibility matrix will be developed for items that sometimes tend to fall between the cracks - like technology, furniture, fixtures, and equipment. We have found that identifying responsible parties for design, purchase, and installation of these items helps to avoid future scope changes or incomplete design solutions.

We have found this inclusive approach not only helps to keep projects in budget and on time, but can positively impact the level of quality.

We recommend that DPS and APS participate in scope review meetings with the top two or three subcontractors for each major trade before the GMP is finalized to ensure that the scope is properly covered and will provide a high level of quality.



**COMPLETED
MORE THAN
50
CMAR PROJECTS**

“The Construction Manager at Risk (CMAR) approach succeeds at teaming architects with experienced builders to design efficient, cost-effective facilities in shorter timeframes... DPS’ processes and levels of experience and commitment are unmatched. Their collaborative efforts with consultants and owner’s teams are structured and professional... They create a sense of camaraderie that has a positive effect on the entire process and the end product. The facilities we’ve completed together have had the highest levels of quality, functionality, and durability. The experiences were rewarding and memorable for all involved.”

— DAVID HAWTHORNE, SENIOR PROJECT MANAGER, JAYNES CORPORATION,
CMAR ON THE LOS ALAMOS PUBLIC SCHOOL MULTIPLE OCCUPIED CAMPUS REPLACEMENT SCHOOL PROJECTS

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in Progress

E.

Capacity & Capability

I have worked with DPS on several projects. Most recently, on our Travis 6th Grade Campus. They have accommodated all of our specific requests and have designed a state-of-the-art facility for us. Both the architectural and the interior aspects of this design exceed all expectations. DPS has proven themselves to be an architectural firm that truly cares about it's clients. They have given us a fabulous building that met all criteria all while respecting our budget restrictions.

— SHAWNA HAM, ADMINISTRATIVE SUPERVISOR OF MAINTENANCE AND OPERATIONS, AMARILLO ISD

E.a. ORGANIZATIONAL CHART



Alamogordo School District

PROJECT LEADERSHIP

Sanjay Kadu, AIA
PRINCIPAL-IN-CHARGE, DESIGN PRINCIPAL

Kurt Morton, AIA
PROJECT MANAGER



Juan Dorado, AIA
PROJECT ARCHITECT

INTERNAL CONSULTANTS

Andrea Hanson, AIA
PROGRAMMING

Michael Stanton, PhD
EDUCATIONAL CONSULTANT

Kristin Ianus
AIA, LEED BD+C
SUSTAINABILITY



Ken Wooten
CONSTRUCTION ADMIN

Courtney McKelvey
LANDSCAPE ARCHITECT

Megan Holubiak, AIA
INTERIOR ARCHITECT

Francis Catanach, PE, LEED GA
STRUCTURAL ENGINEER



Bohannan & Huston

EXTERNAL CONSULTANTS

Oscar Urias, PE
ELECTRICAL ENGINEER
BRIDGERS & PAXTON

Ilir Mesiti,
PE, CGD, LEED AP BD+C
MECHANICAL ENGINEER
BRIDGERS & PAXTON

Jeff Mulberry, PE, LEED AP BD+C
CIVIL ENGINEER
BOHANNAN HUSTON, INC.

We have chosen our key team members and engineering consultants based on their relevant experience working with APS, expertise with occupied campus replacement school projects and their availability to start work on Holloman Middle School (HMS) project immediately.

With a dedicated K-12 studio of educational facility design experts that is supported with our extended staff, we have the resources readily available to add production staff as needed through the design and construction phases of HMS replacement project.

E.b. PRINCIPAL ARCHITECT DIRECTLY RESPONSIBLE FOR THE PROJECT

Sanjay Kadu, AIA | Principal / Architect
sanjayk@dpsdesign.org | 505.385.5913



E.c. KEY PROJECT TEAM MEMBER RESUMES



Sanjay Kadu, AIA
Principal-In-Charge, Design Principal

*Award-winning, hands-on
Principal with experience
working on APS projects*

Education

Master of Architecture,
University of New Mexico

Registrations

Licensed Architect, NM #5489

Affiliations

American Institute of Architects

With over 20 years of experience, Sanjay has expertise in all aspects of K-12 campus design and construction. He specializes in creating schools that reflect the identity and culture of their community through careful design details that turn the community's vision into reality. Sanjay has experience working on APS projects, and most recently has worked on multiple replacement projects on occupied campuses similar in scope and complexity to this HMS project. He will lead design and site phasing options and work with our entire team to minimize disruption to the ongoing process of education at the HMS and HES shared occupied campus.

DESIGNED MULTIPLE
**AWARD
WINNING**
SCHOOL PROJECTS

*Top to bottom:
APS, Del Norte High School
CISD, Pinnacle Intermediate School
AISD, Travis 6th Grade Campus
GMCS, Chief Manuelito Middle School
APS, nex+Gen Academy High School*



Relevant Experience

Alamogordo Public Schools

- Alamogordo High School
Entry Renovations

Gadsden Independent School District

- Yucca Heights Elementary School

Albuquerque Public Schools

- Jefferson Middle School
Addition & Renovation
- Tony Hillerman Middle School
- Del Norte High School
- nex+Gen Academy High School

Deming Public Schools

- Deming Intermediate School

Los Alamos Public Schools

- Los Alamos Middle School

Amarillo Independent School District

- Travis 6th Grade Campus

Canyon Independent School District

- Pinnacle Intermediate School

Gallup McKinley County Schools

- Chief Manuelito Middle School
- Gallup Middle School Renovation
- Pueblo Pintado High School
- Miyamura High School

El Paso Independent School District

- Irvin High School
- Bobby Joe Hill PreK-8 School

Capitan Municipal Schools

- Capitan Middle & High School





Kurt Morton, AIA, LEED AP BD+C
Project Manager

Experience managing APS projects with focus on community and school engagement

Education

Master of Science in Real Estate, Roosevelt University,
The Chicago School of Real Estate

Bachelor of Architecture, University of Kansas

Registrations

Registered Architect, NM #5524
TX LEED Accredited Professional
Certified Construction Contract Administrator, Construction Specifications Institute

Affiliations

American Institute of Architects

Kurt is a registered architect with 15 years of diverse experience. He has had the pleasure to work with Alamogordo Public Schools on several projects in recent years, including upgrades to Buena Vista Elementary School, Holloman Elementary School, Mountain View Middle School, and several projects at Alamogordo High School. Through these projects, he has developed excellent working relationships with staff at the District. As project manager for HMS, Kurt will focus on maintaining clear and effective communication with all team members and stakeholders, and ensure that the design team meets our schedule for the delivery of a successful project for Alamogordo Public Schools.



Relevant Experience

Alamogordo Public Schools

- Holloman Elementary School Upgrades
- Buena Vista Elementary School Upgrades
- Mountain View Middle School Upgrades
- Alamogordo High School Entry Renovations
- Alamogordo High School Restroom Upgrades

Deming Public Schools

- Deming Intermediate School

Las Cruces Public Schools

- Central Elementary School Security Vestibule Renovations

El Paso Independent School District

- Bobby Joe Hill PreK-8 School
- Irvin High School Replacement

Betty Dare Good Samaritan

- Re-Roof Areas A&B

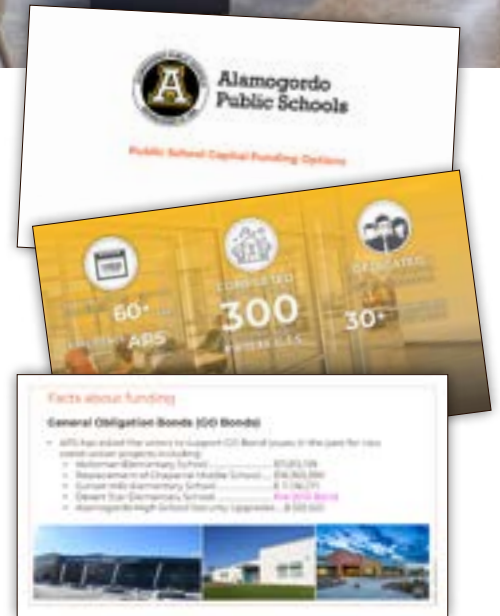
La Feria Independent School District

- La Feria High School Re-Roofing*

Santa Maria Independent School District

- 5th Grade Classroom Building*

**Projects completed with another firm*



*Top to bottom:
EPISD, Bobby Joe Hill PreK-8
DPSD, Deming Intermediate School
EPISD, Irvin High School*



Juan Dorado, AIA
Project Architect

Architect with over 15 years of experience designing innovative and modern educational facilities on occupied campuses

Education

Bachelor of Arts, Architecture, University of New Mexico

Registrations

Licensed Architect, NM #6415

Affiliations

American Institute of Architects

Juan has over 15 years of experience with projects throughout NM, Arizona, and Nevada. He has a wide variety of experience with K-12 facilities and most recently has led design and production efforts on the concurrent design of LAPS Chamisa and Piñon school replacement projects on occupied campuses. With extensive experience on occupied campus projects, Juan brings a unique combination of design expertise with learning environments and understanding of challenges with on-site replacement school projects. He will work with Sanjay and Kurt on design solutions to minimize any disruptions to the ongoing process of education at the existing HMS and HES facilities during multiple phases of construction and demolition.

*Top to bottom:
EPISD, Irvin High School
Lukachukai Community School
CMS, Cottonwood Elementary School*



Relevant Experience

Alamogordo Public Schools

- APS School Board Presentation for Capital Funding Options

Gallup McKinley County Schools

- Tohatchi High School Replacement

El Paso Independent School District

- Bobby Joe Hill Middle School Replacement
- Irvin High School

Deming Public Schools

- Deming Intermediate School

Los Alamos Public Schools, Los Alamos, NM

- Pinon Elementary School Replacement
- Chamisa Elementary School Replacement

Lukachukai Community Schools

- Lukachukai Combined School Replacement

Mosquero Municipal Schools

- Mosquero Combined School Replacement

Des Moines Municipal Schools

- Des Moines Combined School Replacement

Gadsden Independent School District

- Gadsden Middle School Replacement



Visioning & Programming Exercise



Andrea Hanson, AIA, WELL AP
Visioning, Programming and
Wellness Strategy Consultant

*Principal and subject matter
expert with educational project
visioning and programming*

Education

Master of Architecture,
Tulane University

Registrations

Registered Architect, AZ #66202
Licensed Interior Designer: NM, NV, TX
WELL Accredited Professional

Affiliations

American Institute of Architects

As Principal and Chief Design Officer, Andrea brings her expertise with educational facilities and for this project she will lead the Programming and visioning efforts for the new HMS. She is a subject matter expert with space planning, programming and a wellness strategy consultant. Andrea is an expert resource for predesign phase activities and leading visioning workshops with district leadership teams. She helps define the building conceptual layout based on programmatic and overarching goals and vision to create comfortable, efficient, inspiring and engaging learning environments for students and staff.

Relevant Experience

- **Idaho State University**, Idaho
College of Osteopathic Medicine
- **Carrizozo Municipal School**,
Carrizozo Combined School
- **CA Health Sciences University**,
College of Osteopathic Medicine
- Burrell College of Osteopathic
Medicine @ **NMSU**
- **University of New Mexico Health
Sciences Center**, Domenici Center
for Health Sciences Education



APS, nex+Gen Academy, Albuquerque, NM



Michael Stanton, Ph.D
Educational Consultant

*Educational Consultant with
expertise related to innovative,
student-focused and STEAM
based pedagogies*

Education

Dr. of Philosophy in Organizational
Learning and Instructional
Technology, College of Education,
University of New Mexico

Master of Special Education,
University of New Mexico

Bachelor of Arts in Education,
University of New Mexico

With over 35 years of experience in the field of education, Dr. Stanton is an educational expert with experience that ranges from a classroom teacher to school leader for innovative educational programs, founding principal of APS nex+Gen Academy, a New Tech Network based first STEAM focused new ground up school in the nation and Director of the education team at project ECHO at UNM. As Educational Consultant, Dr. Stanton will work with our entire design team and APS to facilitate programming and design workshops to ensure the new HMS meets the STEAM focused program needs while also providing guidance toward designing a futuristic school that will continue to support evolving pedagogies.

Relevant Experience

- **New Mexico ECHO for
Education Networks**, Director
- **Stanton Consulting Services**,
Owner and Sole Proprietor
- **University of New Mexico**, Adjunct
Professor College of Education
- **Albuquerque Public Schools**,
Founding Principal, nex+Gen
Academy High School
- **Albuquerque Public Schools**,
Assistant Principal,
Rio Grande High School



Kristin Ianus, AIA, LEED AP, BD+C Sustainability

LEED/Sustainability expert who streamlines the LEED certification process

Education

Master of Architecture, University of New Mexico

Registrations

Registered Architect, NM #005713, LEED Accredited Professional

Affiliations

American Institute of Architects, Member

As an educational design expert, Kristin specializes in multiple aspects of sustainability. She provides hands-on management of projects pursuing LEED certification, leads DPS's Team Green and led the firm's efforts to become an AIA 2030 signatory, and trains others in the LEED principles and practices. She uses a variety of proprietary specifications and internal tools to establish LEED goals, track LEED documentation strategies, review project documents for LEED compliance and create project-specific material specifications. She works closely with owners on operational strategies and with CMAR to ensure that realistic LEED goals are set early in design, followed through in the construction documents, and can be easily implemented in the field and documented for the formal LEED certification reviews.

Relevant Experience

Lukachukai Community Schools

- Lukachukai Combined School Replacement

Hobbs Municipal Schools

- Southern Heights Elementary School

Zuni Public School District

- Middle School Improvements

Gallup McKinley County Schools

- Tohatchi High School Replacement

Lukachukai Community School, Lukachukai, AZ



EPISD, Irvin High School, El Paso, TX



Ken Wooten, Construction Administration

Qualifications

- Experienced Construction Admin with over 30 years of experience
- Studies in Business and General Studies, NM State University
- NM Qualifying Party Certificate #373251 (GB98) and #368692 (GF05)

As a construction administrator, Ken brings over 30 years of experience and leadership ranging from working as a laborer to being the owner of a general contracting company. Ken has extensive experience with educational facilities. With his construction background coupled with extensive on field experience, he leads DPS internal quality assurance reviews and is focused on constructability during design and quality control in construction. He will work closely with the design team and lead construction administration efforts for HMS.

Relevant Experience

El Paso Independent School District

- Irvin High School
- Terrace Hills Remodel

Eastern New Mexico University

- Ruidoso College Nexus Project



Courtney McKelvey
Landscape Architect

Education

Bachelor of Arts,
Landscape Architecture,
University of Georgia

Registrations

Landscape Architect, AZ #65642

Affiliations

American Society of Landscape Architects
Council of Landscape Architectural
Registration Boards

Courtney is a licensed Landscape Architect at DPS with more than 17 years of experience. She is an expert with site phasing master planning for replacement school projects on occupied campuses. She has extensive experience with detailing phasing pedestrian and vehicular circulation on school campuses to minimize any disruption during construction. As a talented designer, Courtney brings her expertise with campus planning and outdoor learning studio design to the HMS project.

Relevant Experience

Gallup McKinley County Schools

- Tohatchi High School

Las Cruces Public Schools

- Centennial High School

Lukachukai Community School

- Lukachukai Community School

LCPSD, Centennial High School



Megan Holubiak, AIA, NCARB
Interior Architect

Education

Master of Architecture,
University of Illinois at
Urbana/Champaign

Registrations

Registered Architect, NM #5261

Affiliations

American Institute of Architects

As an architect and interior designer Megan has 15 years of experience designing interior spaces that spark creativity and allows for flexibility through well coordinated fixed casework and flexible furniture design. She will work with Juan to lead interior design for the new HMS to ensure quality of materials and finishes. She focuses on material durability and creating interior spaces that meets the demands of project based learning (PBL) as well as technology rich, flexible space demands for 21st century learning.

Relevant Experience

Gallup McKinley County Schools

- Thoreau Elementary School
- Ramah Elementary School

El Paso Independent School District

- Irvin High School
- Bobby Joe Hill PreK-8 School

Montezuma-Cortez School District

- Montezuma-Cortez High School

GMCS, Thoreau Elementary School



Francis Catanach, LEED GA
Structural Engineer

Education

Bachelor of Science,
Civil/Structural Engineering,
New Mexico State University, Las Cruces

Registrations

Professional Engineer, NM #15555, TX, CO

Francis brings more than 20 years of experience and expertise in engineering design and coordination on various project types with focus on educational facilities. He has worked on multiple occupied campus school projects and is experienced with designing foundation options to facilitate new construction in close proximity of existing structures. He has experience with APS projects and thorough understanding of APS campus soils conditions. He will ensure foundation system for the HMS replacement facility is designed to meet geotechnical recommendations and the school has a robust structural design.

Relevant Experience

Gadsden Independent School District

- Gadsden Middle School Assessment
- Yucca Heights Elementary School
- Sunland Park Elementary School
- Mesquite Elementary School

El Paso Independent School District

- Irvin High School

Deming Public Schools

- Deming Intermediate School

On-going work





Ilir Mesiti, PE, LEED AP BD+C
Principal, Mechanical Engineer
BRIDGERS & PAXTON

Education Bachelor of Science,
Mechanical Engineering

Registered Licensed Professional
Engineer, NM #20505 &
LEED Accredited Professional

Relevant Experience

Alamogordo Public Schools

- Holloman Elementary School
HVAC Upgrades
- Buena Vista Elementary School
Plumbing Upgrade
- Yucca Elementary School Renovation
- Alamogordo High School
Football Field Lighting

Albuquerque Public Schools

- Del Norte High School Cafeteria and
Industrial & Fine Arts Building
- nex+Gen Academy High School



Oscar Urias, PE
Electrical Engineer
BRIDGERS & PAXTON

Education Master of Science,
Electrical Engineering

Registered Registered Professional
Engineer, NM #25342

Relevant Experience

Gallup McKinley County Schools

- Del Norte Elementary School
- Red Rock Elementary School
- Student Support Center (Data
Center) Backup Generator

Artesia Public Schools

- Artesia High School

Santa Fe Public Schools

- Early College Opportunities (ECO)
High School Renovation & Addition



Jeff Mulbery, PE, LEED AP BD+C
Senior Vice-President
BOHANNAN HUSTON INC.

Education Bachelor of Science,
Civil Engineering

Registered Licensed Professional
Engineer, NM #16858

Relevant Experience

Alamogordo Public Schools

- Holloman Elementary School
- Chaparral Middle School
- New Mexico School for the
Blind and Visually Impaired
Infrastructure and Facility Site
Improvements (Birth–High School)

Santa Rosa Consolidated Schools

- Anton Chico Middle School

(L-R) Bridgers & Paxton crew on site; APS, Holloman Elementary School, HVAC upgrades to roof and HVAC system; APS, Albuquerque High School Security; Richard Reif on a site inspection



E.d. CAPACITY

DPS is the largest architectural design firm in New Mexico. Our staff brings to this project a dedicated team and a unique design perspective due to our relevant experience designing replacement projects on occupied campuses coupled with experience working on past APS projects. **Our design approach centers around collaboration and the gathering of ideas from all sources—emphasizing the expertise that is not only with our design team but with the experts from the school District's team.** Within that framework, there are fundamental items we focus on as we plan for and provide services to various school districts.

Choosing the Right Team:

As a multi-disciplinary firm, collaboration is at the heart of our entire business structure and approach to design. We include architects, interior & FFE designers, landscape architects, campus planners, and structural engineers within our office with relevant experience to collaborate on every project.

Working Directly with the School

District: We will collaborate with APS, HMS administration, educational consultants and students in multiple ways throughout design and construction process. We begin by working with school district's design committee to establish project goals, vision, and priorities. Through full team design charettes and regular coordination meetings, we encourage collaboration throughout the design process..

Clearly Defined Team Member

Roles: As described in previous section, the key to managing a project of HMS scale and complexity is carefully identifying the roles for each of the team members. In addition, as we define the roles of our team members, we also establish clear communication channels for the duration of the project.



COMPLETED
MORE THAN

25

OCCUPIED CAMPUS
PREK-12
PROJECTS

*We bring this
successful tried &
tested approach
to your project
and commit
dedicated staff
and personalized
attention.*





DPS Staff

DPS has a long history of over 60 years successfully completing over 300 educational projects throughout New Mexico and beyond. We are more than an award-winning multi-disciplinary design firm headquartered in Albuquerque, NM. Our staff of over 200 includes architects, interior designers, structural engineers, campus planners, and experts in sustainable design + wellbeing.

Some factors that differentiate our firm include:

- **Extensive experience with replacement and demolition projects on occupied campuses** very similar in scale, complexity, and design opportunities to the HMS project
- **Working experience with APS** and thorough understanding of District's design standards, material preferences and maintenance requirements
- **Relevant experience working in Alamogordo** on multiple projects and design expertise to address specific local challenges and community priorities
- **A dedicated PreK-12 studio** staffed with experts in school design who are passionate and knowledgeable about school planning, design, procurement, and construction administration
- **In-house structural engineers** with thorough knowledge of challenging local soils known to have less than ideal conditions which is a mix of red clay and gravel, and expertise to design optimal structural design solutions
- **A collaborative approach** to working with APS to understand goals, evaluate multiple design options, and find the best solutions
- **Use the best available technology** for analysis and design, including 3D modeling of design options and energy analysis

We specialize in facilitating community engagement, input from teachers, students, maintenance personnel, and administrative staff. We are committed to working with APS to transform the existing Holloman shared campus to meet the District's vision of partnering with parents and the community to ensure that all students graduate from high school prepared for success in college and in 21st century careers.

For over 60 years, our teams have woven together empathic insights through our diversity of knowledge and expertise, to design educational environments that serve a multitude of changing needs.



E.e. TEAM COMPOSITION FOR INNOVATIVE AND EXCELLENT EDUCATIONAL OUTCOMES

We strongly believe having a consistent core team of design experts working with you provides many benefits to the District. Understanding the scale and complexity of the HMS project on the Holloman shared and occupied campus, we have proposed the leadership team that has relevant experience and most recently have worked on the APS Board presentation on future bond projects. Our team is very familiar with Alamogordo and APS due to past work and has the specific experience to address the challenges of occupied campus school replacement to efficiently handle design, production, and construction administration efforts for this multi-phased project.

OUR TEAM

As Principal-in-Charge and Design Principal, Sanjay Kadu will be in a hands-on role throughout this project, serving the team with extensive experience in design leadership and 21st Century Learning Environment design. With 20+ years of architecture, planning and design experience, Sanjay is an award-winning licensed architect with expertise in all aspects of K-12 campus design and construction, especially with multi-phased on-site replacement projects on active and shared campuses.

As Project Manager, Kurt Morton brings experience working with APS and thorough understanding of district's design standards, maintenance requirements and operational preferences. Kurt has relevant experience managing replacement school projects on occupied campus and will be the main point of contact with focus on community, school and district engagement, schedule, and budget compliance.

As Project Architect, Juan Dorado brings educational project experience on occupied campuses and will work closely with Sanjay to lead design, document production, QA/QC, and construction administration for the project. Juan understands the complexities, sequencing of work, and challenges with maintaining existing facilities operational while designing projects on an active campus. He is familiar with APS and will ensure district standards are effectively incorporate into the HMS design.

As Construction Administration (CA) Specialist, Ken Wooten will work with the entire team through design, bringing insight on constructability and Quality assurance to the design process and will lead the CA efforts during construction.

Our entire team will be involved throughout the design and construction administration phases and is committed to be on site to work with APS and the CMAR to make HMS project a success.

Our key team members will draw on specialized services from our in-house experts to drive the successful completion of this project such as:

- **Adrienne Lewis, certified expert in safety and security** a NASRO-Certified CPTED (Crime Prevention Through Environmental Design) Practitioner, will help the team engage APS, Holloman AFB, and first responders while leading the design reviews for safety best practices.
- **Brad Jackson, a certified code inspector and plans reviewer**, will focus on providing code analysis to guide the initial design and back-checking at design milestones.



OUR CONSULTANTS

We are proposing consultants for this project with whom we have a long successful working relationship, are experienced with school projects on occupied campuses, and have the relevant experience working with APS on multiple projects. They have a thorough understanding of the District's design standards and unique local challenges.

Having successfully completed multiple projects together we have learned how to work in a unified collaborative process to accomplish project goals and engage communities in the design process.

Bohannon Huston Inc. (BHI)

Civil Engineering

DPS and BHI have worked together for over 20 years on 75+ projects. BHI is a nationally recognized consulting firm specializing in civil engineering, spatial data, and advanced technology. They have relevant experience with school projects on occupied campuses and specific knowledge of APS campus requirements. They have experience with soils in Alamogordo and its drainage requirements, grading needs, and on-site water retention challenges.

Bridgers & Paxton (B&P)

MEP Engineering

DPS and B&P have worked together for over 35 years on 700+ projects. B&P is a full-service consulting firm specializing in the engineering and design of mechanical, electrical, and plumbing systems for public clients. They have relevant experience working with APS and expertise with educational facilities which require special consideration for life safety, classroom technology, and energy conservation.

Dekker Perich Sabatini (DPS)

Structural Engineering, Interior Design, Campus Planning, Landscape Design, FFE Design, Building Performance Analysis Team (BPAT)

As an award winning multi-disciplinary design firm, we have multiple consultants in-house which sparks innovation and supports extensive collaboration leading towards a well-coordinated set of construction documents. Our in-house experts also have long and successful working relationships with BHI and B&P and both are brought onboard early in the design process, to contribute to the vital planning stages and inform the overall design.

Our team has successfully completed multiple educational projects on occupied campuses and look forward to bringing our expertise, past experience with APS and strong working relationships with each other to the HMS project.

DEKKER
PERICH
SABATINI

Architecture
in Progress

F

Past Record of Performance

I simply cannot speak highly enough regarding the level of professionalism and collaboration which took place to design a state-of-the-art facility. The design meetings, feedback, and final design drawings were all reflective of the needs of the community and stakeholders involved. The project was completed on time with minimal change orders. The overall completion exceed all expectations and ultimately provides a learning environment that the students and teachers of Bernalillo can be proud of.

— KEITH COWAN, PRINCIPAL OF BERNALILLO
HIGH SCHOOL, BERNALILLO PUBLIC SCHOOLS

F.a. DEMONSTRATE THROUGH HISTORICAL DOCUMENTATION THAT THE FIRM HAS THE ABILITY TO MEET SCHEDULES AND BUDGETS, AS WELL AS USER PROGRAM GOALS, AND FINAL CONSTRUCTION PROJECT COSTS

The new Holloman Middle School (HMS) replacement, outdoor learning studios and play areas to serve the facilities serving PreK-8 grades represents a significant investment in the future of APS plus Holloman AFB, and an opportunity to create a well-planned "Cohesive Combined Campus" that improves the safety, technology incorporation, longevity, and comfort, while providing a modern 21st Century learning environment for the students of Alamogordo.

This project will require an expert team with the capacity and passion to help APS efficiently manage the efforts. To succeed, this project requires a team that understands how to:

- **Design on-site replacement schools** that balance current educational practices with timeless principles such as healthy classrooms, visual supervision, durable materials, flexible configurations, and ease of maintenance

- **Create supportive environments** that encourage exploration and learning through play and collaboration
- **Manage complex multi-phased projects on occupied campuses**, including planning around the school calendar and operational needs
- **Carefully investigate existing site conditions**, to minimize the risk of unknowns that could impact schedule and budget
- **Thoroughly investigate the existing soils conditions** and work with Geotechnical Investigations to develop options for structural foundation design that balance reliability with project budget
- **Comply with district's sustainability goals** and achieve minimum LEED Silver certification as well as WELL certification to have positive impact on user human health and wellbeing

ABILITY TO MEET PROJECT SCHEDULES

As the past projects listed in this section demonstrate, DPS has a long track record of successfully managing project schedules on public-school projects. **This success is due to our proactive project management, comprehensive construction documents, and understanding of construction and market conditions.**

We will work closely with APS and the CMAR Contractor to manage revisions to the design or schedule and protect the interests of the district. Due to our extensive experience, the strength of our project management team, and our depth of qualified staff, we are confident we can maintain the design production and construction administration schedules for this multi-phased project on occupied Holloman school campus.

80

COMPLETED
SCHOOL PROJECTS
ON SCHEDULE
IN PAST **10 YEARS**

DPS RECENT SCHOOL EXPERIENCE

AISD Travis 6th Grade
APS Artesia High School
APS Buena Vista Elementary
CCSD Judy Nelson Elementary School
CISD Canadian Mid-High School
CISD Canyon High School
CISD Pinnacle Intermediate School
CMS Cottonwood Elementary School
CMSD Capitan Middle and High School
DPSD Deming Intermediate School
EPISD Bobby Joe Hill PreK-8 School
EPISD Irvin High School
GISD Gadsden Middle School Assessment
GISD Yucca Heights Elementary School
GISD Mesquite Elementary School
GISD Sunland Park Elementary School
GISD Santa Teresa High School
GMCS Crownpoint High School
GMCS Navajo Pine High School
GMCS Ramah Elementary School
GMCS Thoreau Elementary School
GMCS Thoreau High School
GMCS Tohatchi High School
HMS Broadmoor Elementary School
HMS Murray Elementary School
HMS Southern Heights Elementary School
LAPS Chamisa & Pinon Elementary Schools
LAPS Middle School
LCS Lukachukai Community PreK-8 School
LDOE Laguna Elementary School
LLS Bosque Farms Elementary School
LLS Century High School
LLS Peralta Elementary School
LLS Sundance Elementary School
LLS Valencia Middle School
NCSD Centauri High School
RISD Roswell Pecos Elementary School
RRPS Joe Harris Elementary School
Furniture Services
RRPS Maggie Cordova Elementary School
SFPS Capital High School
SFPS Nina Otero Community K-8 School
TCMS T or C Middle School
ZPSD Shiwi Ts'ana Elementary School



ACCOMMODATE COST CONSIDERATIONS

We understand that on public projects we must be stewards for the taxpayers who ultimately fund the projects, and we make design decisions with that understanding in mind. We manage cost constraints from early planning to project completion with focus on achieving optimum functionality for the facilities to meet the district’s educational goals. Our cost estimates incorporate a geographic adjustment factor based on industry standards, our past experience, and local contractor input.

DPS will develop cost estimates at various design phases and work closely with APS and CMAR to refine pricing as needed at each design phase. Our team’s extensive experience with similar campus replacement projects on occupied campuses enables us to provide accurate and detailed cost projections.

We will prioritize cost reduction strategies that align well with the District’s other goals for the project, such as:

- Limiting the area of site development, to both reduce cost and minimize disruption to the ongoing process of education at both the elementary and middle school, while addressing site drainage issues
- Selecting a well-considered, limited palette of durable easy to maintain materials and systems
- Creating an efficient and functional design that is flexible, allows for multiuse of spaces and is easy to supervise, maintain, and minimizes operational costs

We will also explore opportunities for additive alternates, life cycle cost considerations, and bid timing as methods to protect the project budget and/or make critical decisions.

We are now also in constant communication with the contractor community to understand the effects of COVID-19 on bidding climate, material availability, lead times, and labor issues.

The projects on the following pages demonstrate our experience working with other school districts to address each of these issues. We will work within the project budget and schedule to make sure these projects can be managed seamlessly. As the projects included in this section demonstrate, our firm has both the technical ability to meet the project requirements and the design insight to get the most out of your investment in the HMS project.

The projects on the following pages provide examples of how we have captured and communicated the essence of communities through architecture that is functional, efficient, and inspirational.



F.a.b.c. PAST RECORD OF PERFORMANCE

BOBBY JOE HILL PREK-8 SCHOOL

El Paso Independent School District

Major new addition and renovations to combine Middle and Elementary School facilities on occupied campus

The Project consists of the consolidation of Collins Elementary with Terrace Hills Middle School to be named Bobby Joe Hill PreK-8 for the El Paso Independent School District (EPISD). It is designed to serve 1100 students in grades PreK through 8. The project consists of a new one- and two-story building that incorporates the middle school fine arts program, administration, the main entry to the campus, and the elementary school program. Renovations to the existing middle school facility will allow for transformations to meet current educational trends while providing flexibility for group teachings. Renovations and addition to the existing library allow for expansion while also providing a fresh exterior and a well-defined entry. New campus designed to provide seamless indoor-outdoor learning spaces while creating a safe and secured campus.



Owner's Schedule: February 2022
Construction Completed: August 2022

Cost:
Budget: \$29,146,438 **Estimate:** \$26,100,000 **Final:** \$21,560,000
Change Orders: \$83,827

Project Manager: Sanjay Kadu

Years Experience: 24 **Years with DPS:** 20

Education: Master of Architecture, University of New Mexico

Present Position/Job Title: Principal / Architect

Registration: Registered Architect, NM #5489

Client Reference: Santos Cervantes, Project Manager
 El Paso Independent School District
 6531 Boeing Drive, El Paso, TX 79925
 915.230.2288 | xcervan@episid.org





PINNACLE INTERMEDIATE SCHOOL

Canyon Independent School District

School focused on security and based on Small Learning Community environments to support individualized learning

This new intermediate school addressed the overcrowding at the existing campus and is also designed for ease of future expansion. DPS assisted CISD with budgetary numbers for construction, associated fees, and furniture to use for their bond program. DPS also assisted with the site selection and worked with the developer of the housing subdivision on the location and layout that would benefit Canyon ISD, the developer, and future residences of the subdivision. This is the first subdivision in Amarillo from which children of all grade levels can walk to and from school.

The new intermediate school campus backs up to an existing elementary school campus and shares new staff parking and a bus drop-off lane. The new two-story building sits majestically on top of a slight ridge in south Amarillo. The campus integrates secure entry, the latest technology, LED lighting, and a tornado shelter. The classrooms are grouped into small learning community environments (SLC) that aid the instructors in providing more individualized attention and make the students feel like that are at a smaller school.

Owner’s Schedule: June 2018 **Construction Completed:** June 2018

Cost:
Budget: \$27,000,000 **Estimate:** \$23,000,000 **Final:** \$22,600,000
Change Orders: \$700,000 *Owner added scope and access road plus utility extensions*

Design Principal: Sanjay Kadu

Years Experience: 24 **Years with DPS:** 20

Education: Master of Architecture, University of New Mexico

Present Position/Job Title: Principal / Architect

Registration: Registered Architect, NM #5489

Client Reference: Heather Wilson, Assistant Superintendent of Business & Operations, CISD
 3301 N. 23rd St., Canyon, TX 79015
 806.677.2629 | heather.wilson@canyonisd.net





CAPITAN MIDDLE & HIGH SCHOOL

Capitan Municipal School District

New state-of-the-art facility to consolidate the old campus and reflect the local history, constructed using CMAR

Capitan Municipal Schools had unused space and multiple facilities in need of serious renovation and/or replacement. The under utilized square footage and years of unplanned modifications to the campus have resulted in facilities that are expensive to maintain and operate, with serious drainage issues, putting an unnecessary burden on the district. The design team worked with CMS's steering committee and CMAR to develop a master plan to outline multiple phases of work beginning with the consolidation of the high school and middle school into a new secondary school, allowing the district to maximize their resources. This new school was funded through a successful local bond election for which DPS provided campaign support, including public outreach.

Owner's Schedule: September 2016 **Construction Completed:** September 2016

Cost:

Budget: \$8,500,000 **Estimate:** \$8,560,000 **Final:** \$8,819,047

Change Orders: \$0

Project Manager: Sanjay Kadu

Years Experience: 24 **Years with DPS:** 20

Education: Master of Architecture, University of New Mexico

Present Position/Job Title: Principal / Architect

Registration: Registered Architect, NM #5489

Client Reference: Kimberly Stone, Capitan Municipal School District
P.O. Box 278, Capitan, NM 88316
575.354.8500 | kimberly.stone@capitantigers.org



OCUPIED CAMPUS REPLACEMENT PROJECT
 COST OF CHANGE ORDERS \$17,996 LESS THAN 0.1% OF CONSTRUCTION COST



GMCS, Thoreau Elementary School, Thoreau, NM

F.d. AVERAGE PERCENTAGE OF CHANGE ORDERS + PROCESS TO MINIMIZE THEM

Due to our quality assurance process, project management approach and strength of qualified staff that are experts in educational facilities design, DPS average change orders over the last ten years has been well below 1% of the project construction cost.

CHANGE ORDER MANAGEMENT

Change orders are a fact of life on construction projects. At DPS, we have developed a project management approach that has proven to minimize the number of change orders and to increase accountability of the construction team. The key points of this process are:

- **Thorough and accurate construction documents**
- **Proactive construction administration.** Detailed and well managed process that allows our entire project design team to stay involved during construction, attend OAC meetings and provide quick responses to issues during construction, to avoid any schedule delays while also working with the contractor on ways to study alternate design solutions to minimize or avoid any cost impacts.
- **Collaborative and team-oriented approach with CMAR** process having completed over 50 very successful projects using this procurement method
- **Work with CMAR from early design phase** to identify and thoroughly document existing conditions for occupied campus replacement projects to avoid any surprises during construction and related change orders
- **Coordinate closely with the CMAR on a detailed phasing master plan** to coordinate interim vehicular and pedestrian circulation on campus as well as underground and overhead utility tie-ins to avoid any disruption to occupied facilities and minimize unforeseen existing condition related cost increases.

DPS takes great pride in its quality assurance process and ability to minimize changes during construction. While no design or set of documents is ever perfect, DPS is constantly working to improve quality and makes every effort to catch design related issues before they manifest during construction.



**OWNER PROJECT
REQUIREMENTS
BACK-CHECK**



**INTERDISCIPLINARY
TEAM REVIEWS**



**QUALITY
ASSURANCE
CHECKLIST**



**TRACKING
OWNER
COMMENTS**



**DIGITAL CLASH
DETECTION &
CLOUD BASED
COLLABORATION**

QUALITY ASSURANCE & CONTROL

For over 60 years, DPS has held the mission of providing high quality professional service as the foundation of our everyday design and production culture. We believe design team continuity and daily involvement from our principals are key to realizing the best project results.

We employ six fundamental strategies to ensure that all DPS deliverables are as thorough, accurate, and complete as we can make them:

1. Many of our staff hold certifications by industry-leading organizations, and we utilize a robust internal training program to continue to develop our employees' technical skills and share lessons learned. DPS specialists lead the way in maintaining best practices in our everyday commitment of quality.
2. Communication that is clear, direct, open, and frequent. We work with consultants early in all phases of our work and keep stakeholders apprised of progress and development throughout. The DPS QA process begins with setting clear, attainable project goals which are used as the tool for evaluating and back checking every decision through the course of the project.
3. The DPS Owner's Performance Requirements process (OPR) is a valuable tool for ensuring that the product delivered will meet or exceed the performance and maintenance needs of the owner. The OPR document is developed with the Owner/User Group to clearly document District Standards, preferred manufacturers, maintenance providers, and the like. The OPR serves as a critical tool for our team to verify that the documents and specifications accurately and completely reflect the project's performance and operational needs

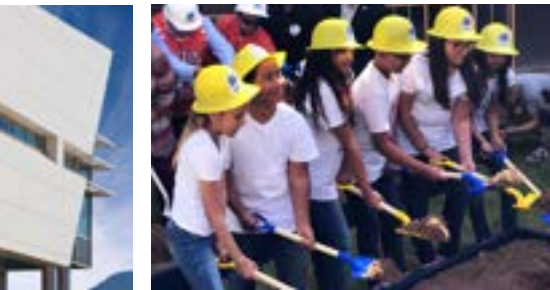
4. DPS conducts multi-level QA reviews, and internal third-party reviews of documents at major design milestones, checking for issues of code compliance, completeness, coordination, and constructability. We engage the entire team from CMAR contractor, consultants and owner's representatives in multidisciplinary reviews in which every sheet of the drawing set is reviewed, comments are documented, and later checked for completion.
5. DPS is a leader in BIM technology, promoting accuracy, coordination, and completeness. With a dedicated "Design Technologies Group", our in-house, Autodesk-Certified BIM experts consult with the design team to ensure the most precise and thorough workflows are utilized for document coordination and review. In addition to clash-detections across building systems, the DPS Design Technologies Group employs customized QA tools for verifying accuracy of documents, coordination between documents and specifications, and enhanced consultant coordination.
6. DPS has seen great success in utilizing cloud-based collaboration platforms where all team members and stakeholders can simultaneously make comments directly on a single digital copy of the documents and specifications. These tools greatly improve communication and allow us to track receipt, response, and back-checking of every comment added to the set. This enhanced workflow is a growing factor in the ability of DPS to ensure thoroughness, accuracy, and completeness in every phase of the project.

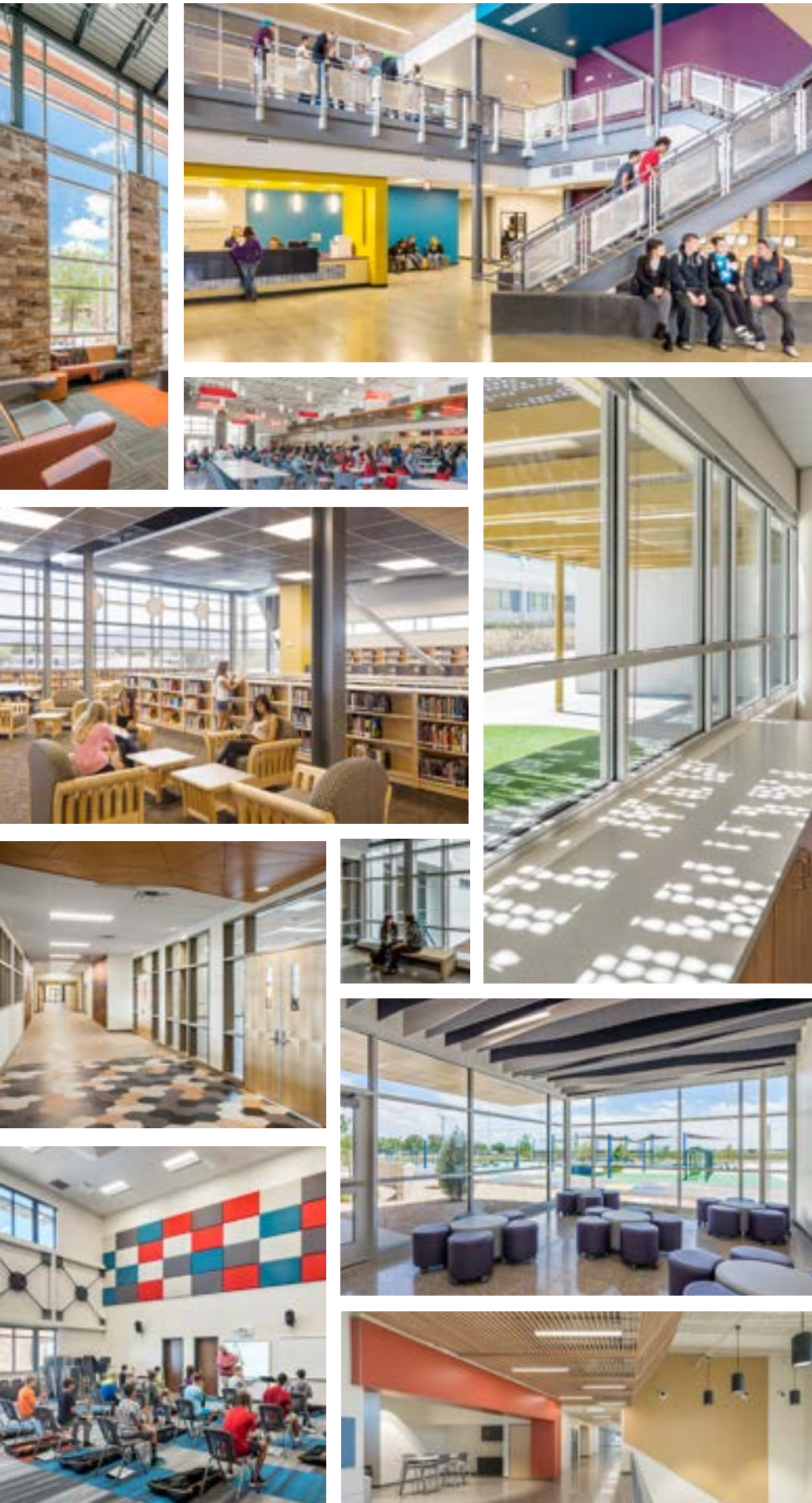




DESIGN APPROACH TO MODERN LEARNING ENVIRONMENTS

DPS understands the complexities of designing learning facilities to meet the constantly evolving curricular delivery methods that aid in the development of 21st century learners. Key design considerations to be studied when planning facilities to meet the demands of today's learners are connectivity, flexibility, mobility, and transparency. In addition, issues of security, accessibility, sustainability and image need to be considered in the design of relevant, contemporary learning environments.





21ST CENTURY SCHOOL DESIGN

Facilities must be flexible enough to be reconfigured into specialized learning environments. The technological infrastructure should not be buried in the walls but readily accessible for upgrading. Facilities need to be able to accommodate new educational demands, changing demographics and delivery methods. Interior and exterior student spaces need to be designed for multiple uses and the possibility of shared spaces with the community. Teaching and common spaces need to be flexible to be used jointly or independently for different functions and to support the varied methods of curriculum delivery.



DEKKER
PERICH
SABATINI

Architecture
in Progress

C.

Design Experience

My experience with DPS has been extremely positive. I find that our personalities mesh well and we enjoy working together. As the design professionals, they listen to our “needs and wants” and work with us as a team to make our vision a reality.

— SHIRLEY CRAWFORD, SUPERINTENDENT,
CAPITAN MUNICIPAL SCHOOLS

G.a. PROJECTS OF SIMILAR SIZE AND SCOPE

SPECIALIZED DESIGN CONCEPTS AND OUT-OF-THE-BOX IDEAS



nex+GEN ACADEMY

nex+Gen is the first ground-up school in the country based upon the New Tech Foundation’s 21st Century Learning Model. It combines small school principles with collaborative, STEAM project- based learning exercises while emphasizing technology as an essential tool for learning.

The design was driven by 14 core concepts informed by Albuquerque Public Schools, New Tech Network, and community partners who had a vested interest in preparing students for a high tech workforce, including Sandia National Labs, Intel, and the Albuquerque Hispano Chamber of Commerce.

The design response to these design drivers was an open studio environment that fosters transparency in the education process, facilitating collaboration and cross-pollination between the teaching and learning modules. Learning studios seamlessly branch-out from the main circulation spine without the barriers of doors or other elements. Small breakout spaces and the large cyber hall provides casual work areas for student group activities, and a platform for formal presentations.

Design Drivers

- Project-based learning
- Community involvement
- STEAM Education track
- Student behavior
- Team teaching
- Flexibility
- Access to learning
- Collaboration
- Interaction
- Engagement
- Transparency
- Multiuse
- Technology
- High achievement

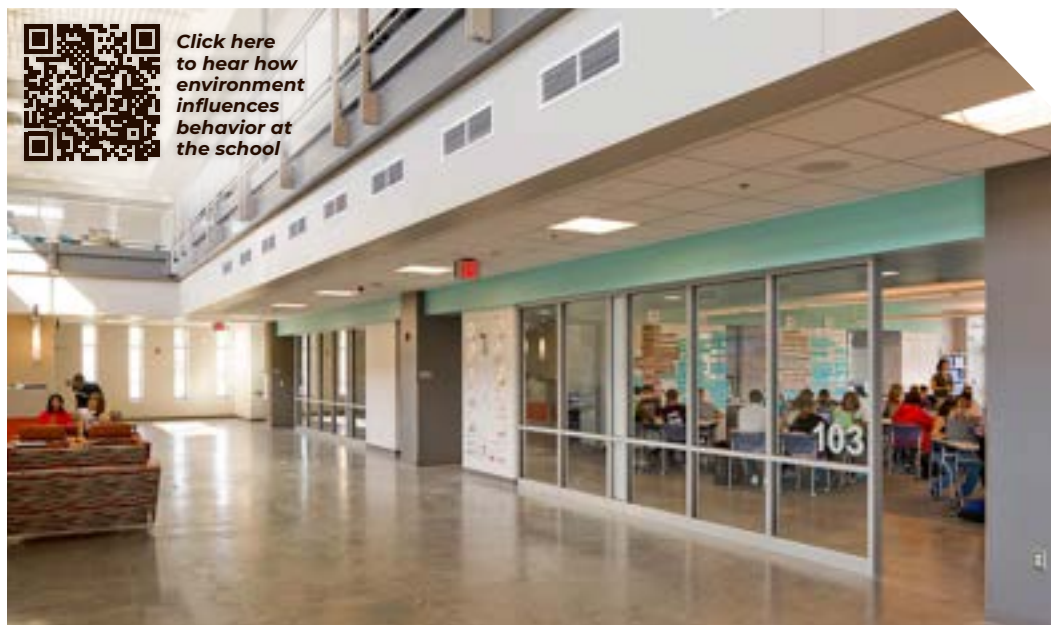
The typical 4-wall classroom is replaced with open, glass wall **learning studios** that eliminate doors and encourage passersby to look, enter, and engage their curiosity without disrupting lectures or other class activities.

Within studios, students have visual access to the outdoors, the Cyber Hall, and adjacent studios. To maximize transparency without compromising functionality, studios contain perimeter storage cabinets with whiteboard surfaces and moveable furniture to accommodate both team teaching and single-discipline instruction.

Outside of formalized instruction time, **collaboration spaces** designed as small conference rooms allow students to work together on projects without direct supervision. These rooms instill a sense of independence and communicate respect and trust of students while also allowing faculty to monitor activity through glass walls.



Click here to hear about student's sense of ownership & pride

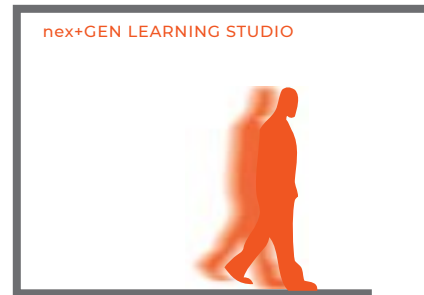
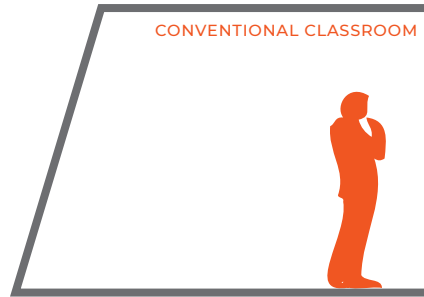


Click here to hear how environment influences behavior at the school

G. DESIGN EXPERIENCE

The large, central **Cyber Hall** provides students and faculty with additional space to convene. This multi-use area is immediately visible upon entry to the school, and because it is a centrally located, high traffic area, it stimulates collaboration and collisions. When not used for dining, group work, or social gathering, the Cyber Hall serves as a presentation stage as students practice public speaking in front of audiences that often include outside professionals and community members. This use enhances workforce readiness and strengthens community involvement in the school.

Project success has also been measured in high performance grades for the school, ranking among the best in the district, and in the high retention rate of both faculty and students. The design, informed by input from administration, faculty, and students, has remained relevant since the school opened, adapting to a new administration, changes in technology, and a multitude of uses as the curriculum and community involvement initiatives have developed.

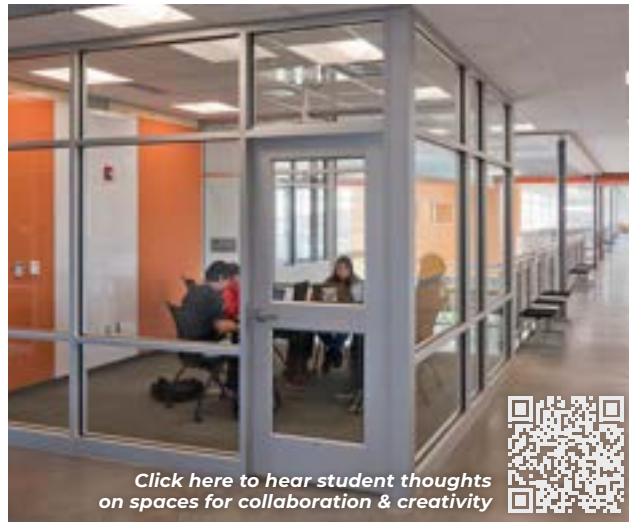


“By all the metrics, we’re doing well... [people] say, ‘this is a new pedagogy, and this is a new way of teaching. Are you still going to do well by conventional measures?’ It is nice to be able to say, ‘yes, we do as well and better.’”

— AIMEE MILAZZO,
FORMER PRINCIPAL, NEX+GEN ACADEMY



Click here to hear about community engagement



Click here to hear student thoughts on spaces for collaboration & creativity

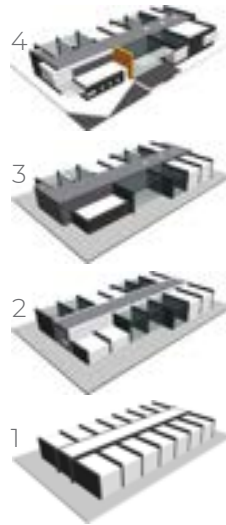
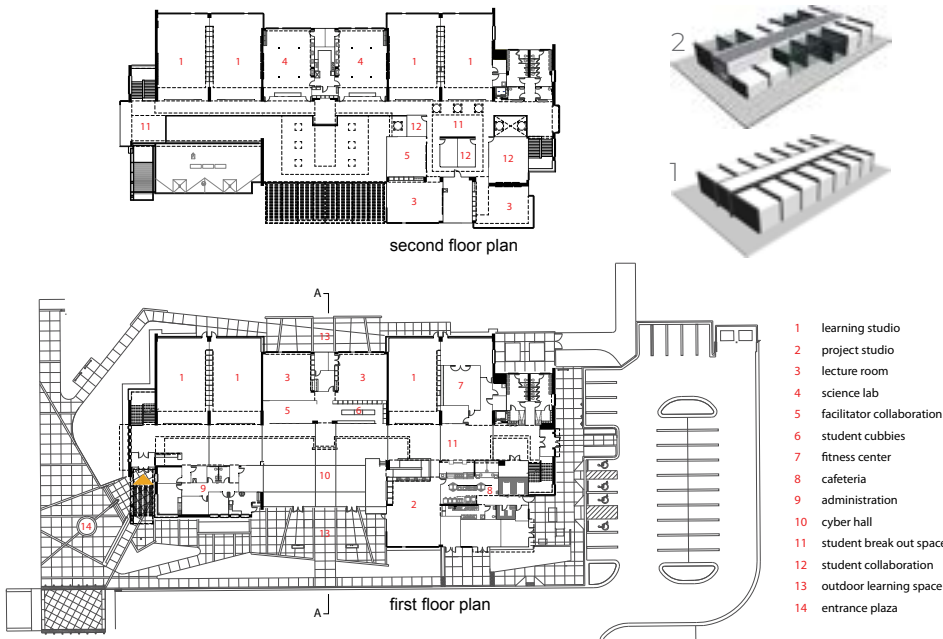


“[Parents] say, ‘gosh, this reminds me of where I work... it just feels so open and welcoming.’ And you know, they come into the Cyber Hall for a celebration or an open house, or they come to see their student’s work on display or a presentation, and it just works.”

— MICHAEL STANTON, nex+GEN ACADEMY FOUNDING PRINCIPAL

“There are great advantages because [the Cyber Hall] promotes community and it promotes a lot of collaboration.”

— MICHAEL GARCIA, TEACHER AT NEX+GEN ACADEMY



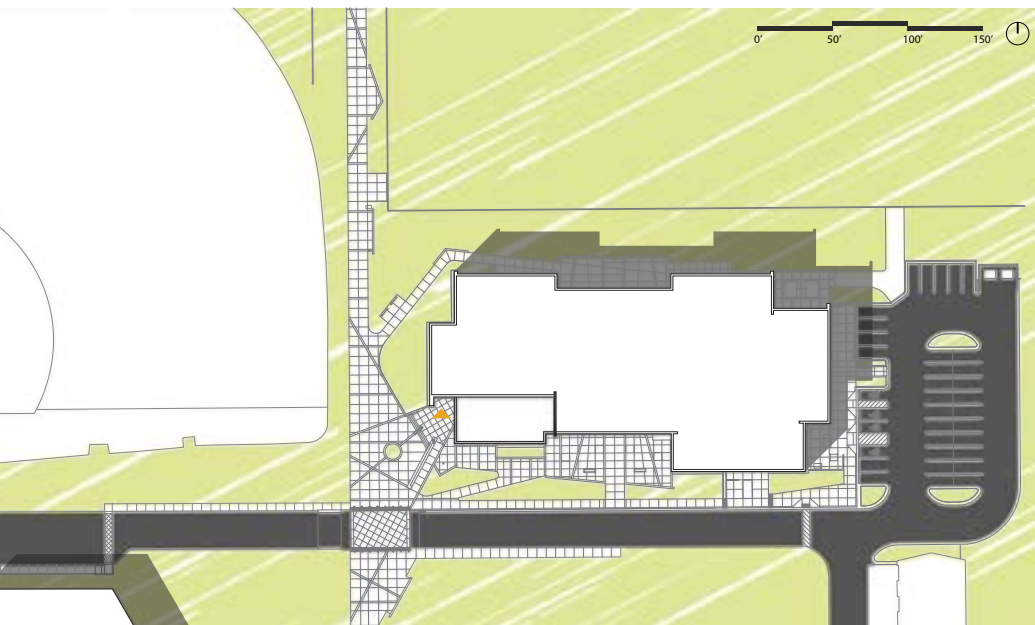
As a current demonstration school for the New Tech Network, teachers and administrators frequently visit nex+Gen to better understand its functions and philosophies, and they receive training and certification in New Tech Network



School building presents a dynamic, transparent and corporate exterior image that reflects the technology based learning environment that is nex+Gen. This sustainable school achieved LEED for Schools Silver Certification.

nex+Gen Design Awards

- LEED Silver, USGBC
- 2013 Sustainable Building Award, Albuquerque Business First and NM Green Chamber of Commerce
- 2011 Grand Prize Award, Learning By Design
- 2011 Award of Merit, ENR Southwest
- 2011 Best K-12 Education Project, NAIOP NM
- 2010 Citation Award, AIA Albuquerque
- 2012 Demonstration School for New Tech Network



TRAVIS 6TH GRADE CAMPUS

To ease the transition from elementary to middle school, Travis 6th Grade Campus offers sixth graders a standalone school to support their academic, social, and developmental needs.

Travis is organized around three small learning communities (SLCs), which support team teaching, improve student-to-staff ratios, and provide more individualized attention. This different campus setting helps students achieve higher academic scores and has even reduced discipline issues at the middle schools that the sixth grade campus feeds into.



[Click here to hear about favorite spaces on campus](#)



Beyond educating and supporting 400 students each year, Travis 6th Grade Campus also engages the surrounding community. Located in a predominantly immigrant neighborhood with a blend of 37 different languages, the school offers after-hours English classes for parents and serves as a gathering space for the entire community.

Travis 6th Grade Campus is organized around three small learning communities, each with a classroom wing, an outdoor area, and a collaboration space. The SLCs are designed to integrate technology and project-based learning curriculum. They also provide a better student-to-staff ratio, enabling teachers to guide high performing students as well as develop specific interventions for students struggling with content.

“The parent involvement has been one of the most dramatic changes that I’ve seen. They are excited, their kids are excited, they’re more involved, they ask their kiddos about their classrooms, they ask their kiddos about going to the collaboration areas, they ask their kiddos about using the technology... they ask them they learned and how they learned it. I don’t remember kiddos talking about their parents and their conversations at home about their education as much as now. Parents are much more involved now. It’s funny how a facility will bring parents and kids closer, but I think the parents are really interested in how their kids are learning now.”

— CORY MILLER, SCHOOL COUNSELOR, TRAVIS 6TH GRADE CAMPUS

Design Drivers:

- Small Learning Communities
- Student Commons
- Student Outdoor Learning Spaces
- Separation of Individual Academic Spaces and Common Spaces
- Visual Supervision



The **collaboration areas** are the most popular feature of the SLCs. Equipped with moveable furniture, whiteboards, and extensive technology, these spaces can connect and become one large space, lending to cross-curricular instruction. One teacher reported spending a lot of time in the collaboration areas because they support his teaching style and allow students to stand, write, move around, create, and think.

According to the Principal, the diversity of instructional spaces can reach students with different learning styles. Students have access to traditional lessons, hands-on projects, and a flexible environment where they can lay on their stomachs, be comfortable, move furniture for their needs, and utilize technology. Interviewees have observed that students are more excited about learning, and the Principal expressed surprise that students were so eager to use technology for their projects.

The sentiment expressed by the school principal, counselor, and faculty interviewed is that the SLCs lend themselves to better student-teacher interaction, teachers are more creative in lesson planning, teachers must collaborate with other disciplines rather than those just in their subject matter, and everyone is more engaged. Students also commented that they challenged themselves and each other in their SLCs.



Click here to hear about utilizing stimulating & efficient learning spaces

“Giving kids at this age a chance to have their own place and give them a different start into secondary is huge. I think it makes them proud and interested and starts them on the right path. Elementary and secondary school are very different, and I think if we can help them buy in and believe in our system, and give them a place to belong, it will change their outcome. Because I believe once you love something, you stick with it. And if we can teach them to love secondary school, I think they’ll stick with it, and work harder, and have a better outcome. That’s our hope. That’s our goal.”

— BRANDY SELF, PRINCIPAL, TRAVIS 6TH GRADE CAMPUS



Click here to hear about fostering student success



“The design of the building has enhanced what we’re trying to do academically, because it gives students more opportunity. If you go out into the hall, students really might try to take your picture or film you with their iPads, because they’re always doing something.”

— BRANDY SELF, PRINCIPAL, TRAVIS 6TH GRADE CAMPUS

The film room has proven to be one of the most successful spaces in the school and enables “Flipped Learning”. Faculty film their lessons and students watch the lectures the night before class. This frees instructional time for workshops and study halls so teachers can help with the application and practice of concepts and skills. Additionally, students use the film room to record various projects they work on.



Students of Travis 6th Grade Campus are reportedly responsible and respectful. Prior to moving to the standalone campus, there were frequent incidences of bullying and the need for crowd control during free time in commons spaces. These issues are significantly reduced at Travis. The open, largely transparent design makes it very easy to watch students at all times, including during transitions. Students can play in the field in the front of the school, while teachers inside can still easily see them. Because of this visual access, Travis is one of the few campuses that does not require teachers to perform lunch duty.



Visitors have noted the students' good behavior, commenting that they move through the building well, and that they're well behaved at basketball games and other events.

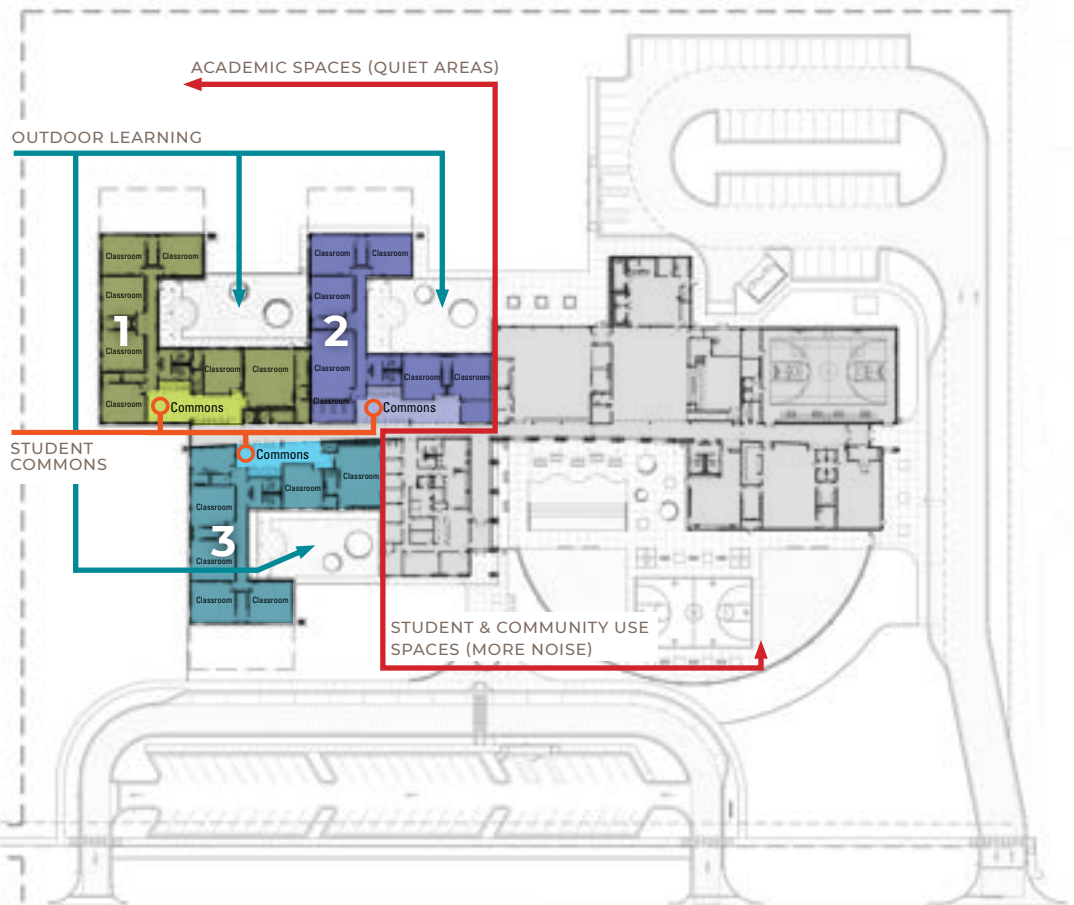
Interviewees with staff as part of the post occupancy evaluation informed that students feel very safe at the school. The principal remarked that students typically have a lot of anxiety entering middle school, but because everyone is the same age, students settle in more easily. Students noted that they knew all their classmates, they weren't worried about being bullied, and they feel safe.



Students remarked that the school feels distinctly different from what they had thought the new middle school would feel like. They expressed that it wasn't just that the school had new things, but that they appreciated various aspects of the school, including big windows they can look out to de-stress and the variety of spaces to work and play in.

“The facility lends itself to better teacher-student interaction first. It’s more fun, and I think when there’s an opportunity to make learning fun, people become more engaged, and I think everybody involved works harder. So, I also think it’s lent itself to the teachers to be more creative. They have more options, they’re encouraged to get out of their classrooms, and so they can come up with different types of lessons, and things you just couldn’t do in a traditional setting.”

— BRANDY SELF, PRINCIPAL, TRAVIS 6TH GRADE CAMPUS



DEKKER
PERICH
SABATINI

Architecture
in Progress

H.

Technical Approach

For the Tony Hillerman Middle School, a recent \$28M design-build, we teamed with DPS as a firm that would meet the client and school needs, also because as the contracting party we were responsible for the design. We needed a firm that we could rely on to work with the community, work with us with regard to the budget (a critical selection factor), and meet the tight schedule. The school we delivered together met our budget, developed at conceptual design, and had an early turnover to the client.

— CYNTHIA SCHULTZ, LEED AP,
CEO, BRADBURY STAMM CONSTRUCTION

H.a. TECHNICAL APPROACH TO VISIONING, PROGRAMMING AND DESIGN PROCESS

DESIGN PROCESS

While all design projects involve a similar process and similar phases, DPS believes our approach is unique and customized to individual school districts to meet the specific goals and vision set for the project. First and foremost to us is collaboration and communication among our entire project team and the school district. We strongly believe educational projects' success is a direct result of quality communication that occurs during its design, production and construction phases with the district administrators, staff, parents, students, and community stakeholders.

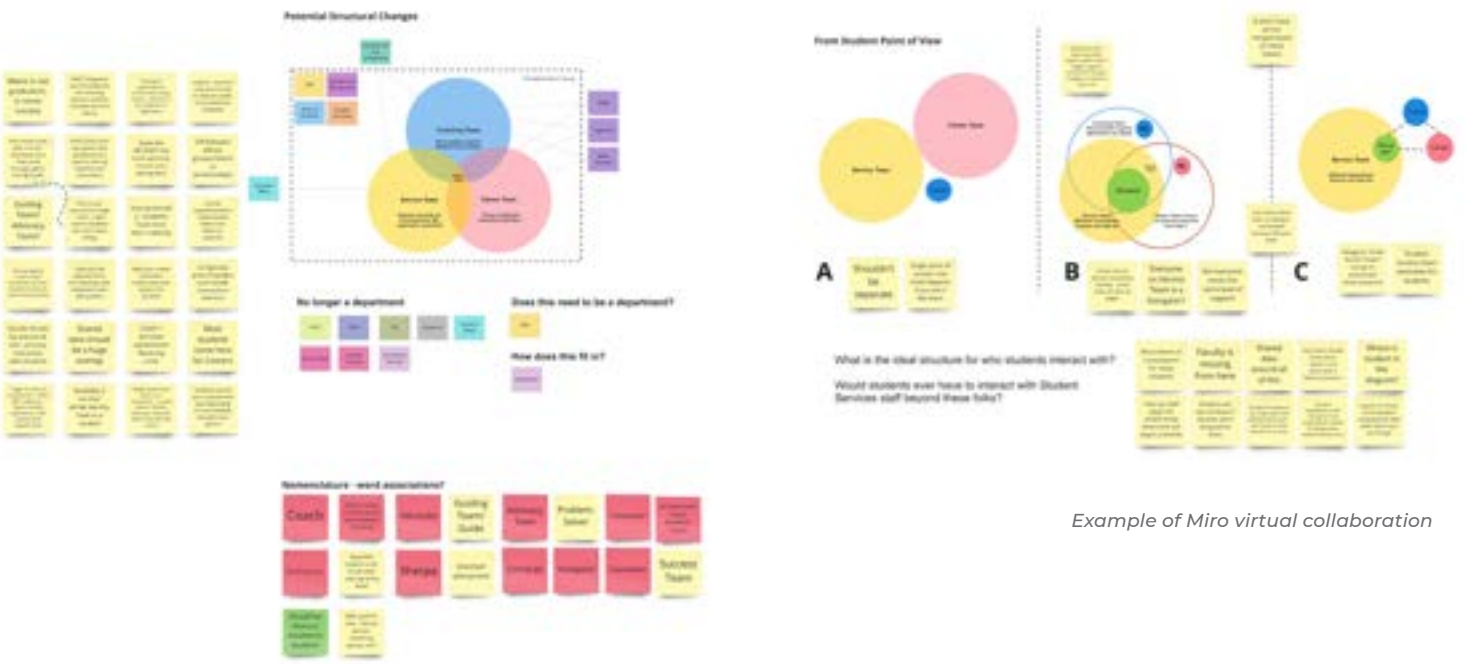
Programming / Goal Setting

Before any design begins, we will work with APS, HMS administration, Holloman AFB personnel, the design committee and our educational consultant to define the project goals and vision. We have thorough knowledge of district standards and HMS campus due to our work on the old Elementary School. During goal setting, we will build on our prior campus knowledge and focus on further understanding how the new elementary school, existing middle school and the overall campus functions, identify objectives for the new replacement facility, curriculum delivery approach, and aspirations for the overall functioning of the shared campus.

Goal-setting and visioning is an important step in the overall process because it gives us benchmarks against which we will evaluate the design at every subsequent step. Continually verifying that the design is focused on the documented goals is how we assure that the project vision will be met.

Our approach to programming is not to use retrospective data to be predictive, but rather, to establish a baseline to set a future trajectory for the new Holloman Middle School. The process is both qualitative and quantitative. We will draw data from our own work, collaborate with educational consultants and APS as well as explore best practices and innovative solutions that support STEAM educational programs along with student success and wellbeing.

We will engage stakeholders as co-creators during the concept development workshop which will allow the team members to construct the ideal organization of program elements within the new facility—responding to adjacency, campus connections, and the identity of clusters or groups. In addition to confirming the scope, the Program of Spaces will also inform the budget and schedule, design drivers, and site constraints, along with relationships of all spaces to the site, each other and the adjacent elementary school.



Example of Miro virtual collaboration

During programming we will work closely with the maintenance staff to develop the Owner Project Requirements (OPR) document that incorporates all District Standards.

We will perform a detailed early analysis of the site to verify the exterior influences on the building. This analysis will include pedestrian and vehicular circulation on and around the campus, service access, connections to surrounding buildings, major points of entry and student loading into and out of the building, opportunities for connection between the exterior and interior, existing utility corridors, solar orientation, and prevailing wind patterns. As programming identifies the need for interior and exterior spaces, its results will be overlaid with the site information so that the two meld together in a design that integrates them. This analysis will also examine potential areas for expansion of the building in future, should that opportunity ever arise.

Schematic Design

Communication and collaboration with APS is fundamental to this process. We will invite the various stakeholders and end users, including students, to participate in the design process. In this phase we will answer four basic questions:

- How should the facility function for education and respond to phased construction?
- How should the design provide for district’s vision of providing a world class educational facility that reflects design excellence and meets 21st Century Learning Principles for STEAM education?
- How should need for shared outdoor learning studios to include learning pavilion, themed classrooms, soft and hard surface play areas, discovery habitat, pollinator gardens and group gathering spaces be addressed?
- How will the facility be easily maintained and operated?

In this phase, our specific methodology can be described as “designing from the inside out”. This means focusing on detailed facility and campus requirements to ensure that the “real” problems are solved.

Design Development

The essence of this phase is research, evaluation, and finalization of the building systems with engagement and input from APS, educational consultant, design committee, and engineering consultants. We will study construction sequencing, phasing, and scheduling. We will analyze operations, user safety, maintenance requirements, energy conservation, and investigate life cycle cost analysis for building systems.

Based on our experience, it is imperative that the Construction Manager At Risk (CMAR) contractor is brought on board before this design phase begins so they can bring their expertise in staging area requirements, current material lead times, labor availability, schedule management, constructability, and cost estimation to the table to inform the overall design and phasing requirements for the new HMS.

Construction Documents

This phase implements the detailed decisions made in the Design Development phase. The key here is thoroughness. Contract documents are prepared including bidding




requirements, contract forms, contract conditions, specifications, and construction drawings.


Comprehensive interdisciplinary coordination reviews are scheduled at the end of each design phase along with updated cost estimates. At 50% Design Development and Construction Document phases, plus at 95% CD completion, the review process brings the entire design team, including all consultants, CMAR and the district’s personnel, for a page-by-page review and thorough coordination.


Bidding & Construction Administration

We collaborate with the CMAR and closely manage the project during the RFQ/bidding process and throughout the construction and warranty phases. With a CMAR as part of the team, a cooperative relationship will be established that keeps everyone focused on the goal—the project. Given the CMAR’s involvement with the project early on and their familiarity with the design’s requirements, developing solutions to situations that arise during construction becomes a team effort where every member works together in a non-adversarial way.





DISCOVERY	LISTEN
	<ul style="list-style-type: none"> Information Gathering Project Research Site Analysis Opportunities & Challenges
	<ul style="list-style-type: none"> District Vision & Goals Educational Pedagogy Design Committee Meetings Community Collaboration


PROGRAMMING	DEFINE SCOPE
	<ul style="list-style-type: none"> Program of Spaces Geotechnical Investigation Adjacencies & Space Requirements Identify Multi-use Spaces
	<ul style="list-style-type: none"> Balance District Needs with State Adequacy Standards Budget & Schedule Design Committee & Community Meetings

SCHEMATIC DESIGN	BRAINSTORM & EXPLORE
	<ul style="list-style-type: none"> Translate District's Vision & Goals into a Design Concept Evaluate Design Options Floor Plans & 3D Massing Models Phasing Plans
	<ul style="list-style-type: none"> Code Analysis Site Circulation Site Design for Functional Zoning Budget & Schedule Cost Estimate Design Committee & Community Meetings

DESIGN DEVELOPMENT	DESIGN REFINEMENT
	<ul style="list-style-type: none"> Define & Finalize Systems Interior Finishes & Exterior Building Envelopment Project Manual Budget & Schedule
	<ul style="list-style-type: none"> School Walk-Through Animations Material & Color Palette Cost Estimate Design Committee & Community Meetings

CONSTRUCTION DOCUMENTS	THOROUGH DOCUMENTATION
	<ul style="list-style-type: none"> Thorough Documentation Constructability & QA / QC Reviews Owner Page Turner Reviews Budget & Schedule
	<ul style="list-style-type: none"> Cost Estimate Cost / Value Management Additive Alternatives / Project Bid Project Manual

BIDDING & CA	PROACTIVE APPROACH
	<ul style="list-style-type: none"> Ensure Bid Competition Generate Project Interest Avoid Proposal Date Conflicts E-Builder Thorough & Well Documented CA Process
	<ul style="list-style-type: none"> Regular Field Observations Quality Control Pay Applications Project Closeout

POST OCCUPANCY EVALUATION	DOES IT WORK?
	<ul style="list-style-type: none"> Part of 11-Month Warranty Process How Does Facility Support Process of Education
	<ul style="list-style-type: none"> Qualitative & Quantitative Analysis

Our entire team will work closely with our construction administration specialist and will be involved all through the construction phase to ensure continuity.

We are proud of our extensive portfolio of over 300 successful school projects including multiple projects for APS that reflects our design excellence and dedicated commitment to construction administration.

Budget Management: Our team's extensive experience working with CMAR and with similar school replacement projects on occupied campuses enables us to provide accurate and detailed cost projections at each phase of the project. This is crucial in the current construction market where there is increased volatility with pricing and supply chain disruptions. Our projections consider factors such as demolition of existing facilities and phased site work. If needed, we will work with APS and CMAR to prioritize cost reduction strategies that align with district's project goals.

Building Information Modeling (BIM): We utilize Revit Architecture and Revit Structure for the development of BIM. It is an integral part of our practice that enables a holistic approach to design and construction promoting accuracy and completeness. We start BIM during programming phase which allows us to track all the programmatic requirements throughout the design phases and into construction. BIM helps us optimize the building form for energy consumption and allows for thorough coordination and budget tracking.

To create educational environments that are truly responsive and lasting in quality, we believe we must go the extra mile during their development.





OUR DESIGN PHILOSOPHY

We understand that when it comes to creating a building, it's not what's at stake, but rather who is at stake. The impact this new HMS will have on the students should be the driving force in the planning and design process. Our approach to every project is grounded in these core values:

- It is always about more than the building
- Function and form can and should coexist
- The highest measure of success is the accomplished goals of our clients
- Innovation can only happen when all voices are heard

We approach the design of all schools by keeping in mind a few over-arching principles that have proven true over our 60+ year history of working with hundreds of schools:

Every school should show students that they are valued.

Only by engaging student voices in the design process, prioritizing student needs above all else, and designing a quality environment that inspires students and promotes discovery can we show students that the school is truly theirs.

No two students are the same—but basic human needs have remained the same for generations and will remain the same in the future. When these core needs such as safety, autonomy, meaningful work, and social connectedness are met, they provide a foundation for creativity and innovation.

Students need spaces that support both learning alone and learning together, both contemplation and communication, both processing and creation.

Today's solutions must meet tomorrow's challenges.

Change is constant and technology and educational models typically evolve much more quickly than buildings, so a school building/campus must be a living system that adapts to meet changing needs. This requires a balance between designing spaces specific to current needs and using proven strategies that stand the test of time.

Construction is just a moment in time in the lifespan of a building—buildings must be designed to operate for decades in ways that promote sustainability, stewardship, and human health.

Learning happens everywhere. Every inch of a campus and community is an opportunity for students to explore new ideas, interact with students, staff, and community members, and create something meaningful. The entire school must be designed to support learning and personal growth throughout indoor and outdoor spaces instead of restricting learning to classrooms. And with today's technology and lessons from COVID-19, it has never been truer that learning is happening everywhere and the boundaries between school and community are porous.

This design philosophy translates very well to the project goals set forth by APS for the new HMS. These principles go hand-in-hand with the project vision set for HMS of creating a student-centered experience that integrates STEAM based academics with critical thinking, supportive communication skills and real-world application.

INNOVATIVE DESIGN APPROACH

Our team specializes in educational planning and school design and is committed to learning about and promoting educational innovation by attending and presenting at national conferences as well as conducting post-occupancy evaluations of schools we've designed to understand how spaces are being used under different educational models. We have been lucky enough to both work with clients who have already embraced an innovative approach to education, and to find opportunities to spark innovation within a more traditional educational model.

When working with a school that has a strong educational model in place, such as the STEAM based New Tech Network model that includes project based learning, ubiquitous technology, and a culture of empowerment, we strive to reflect those principles in both, the types of spaces we design and in small details.

At nex+Gen Academy featured in the previous section, this translated into larger learning studios with glass walls, no classroom doors, and whiteboard-faced storage cabinets, along with flexible breakout spaces and presentation areas.



We've worked with many districts similar to APS, who had developed a strong learning model and curriculum

over many years and needed a new campus that would better support that model. Irvin High School had developed an academy-based educational model that emphasized project-based learning and career pathways that allowed students to explore college and career options, earn certifications or endorsements, and pursue internships while in school. **We worked closely with Irvin staff to determine space needs and characteristics to meet the unique needs of each academy and carve out shared collaboration areas and media production areas, working within the constraints of the existing campus.**



Our team has also helped schools start a completely new model by figuring out how educational goals and school design can work hand in hand. At Travis 6th Grade Academy, also featured in the previous section, we helped translate the school's goals of easing the transition from elementary to junior high, into a new

standalone school that is divided into 3 small learning communities, each with its own outdoor learning space and indoor collaboration area. **The design supports flipped learning, individual study, and groupwork, and**

created a tight-knit community that encourages positive interaction, social development, and parent involvement.

We have worked with a number of Native American communities in which a fairly traditional educational model is overlaid with a cultural curriculum that has specific physical requirements. We've worked closely with community members, pueblo elders, and cultural experts on design details for cultural classrooms and outdoor gathering areas that support storytelling, traditional crafts, history and language lessons, and cultural celebrations.



We've also worked with many charter schools that follow a specific educational philosophy, from empowering student choice and entrepreneurialism to a focus on classics and moral discipline, as well as charters that focus on a particular topic of career pathway, such as math/science, or design and construction.

For Explore Academy, we created spaces that support their seminar-style, discussion-based, small group classes and provide flexibility for their individualized curriculum. For AIMS, we designed simple learning environments that support math and science exploration and a "house" system that brings students across grades together for daily meetings, success seminars, and project-based competitions.



Our design process and technical approach to capture and document Alamogordo Public School's vision for the project will focus on what is unique about Holloman Middle School's (HMS) approach to education, while bringing lessons from how we've worked with other schools to translate their vision into physical space.



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DEKKER
PERICH
SABATINI

Architecture
in Progress



Evidence of Understanding

I am currently coming to a close on a \$15M school project designed by DPS. I have found the staff at all levels of the company to be very receptive collaborating on this project. The information between both parties has been free flowing with one discipline complimenting the other... As you can imagine the operations and requirements of a school campus while occupied and under construction are fraught with issues. DPS mitigated many potential issues at the design stage. The school's temporary campus was a cost efficient installation. DPS was very receptive to the requests from teachers, design committee, and the Owner's Representative; then made it a priority to implement these requests throughout the project.

— DAVID WHARRAM, GERALD MARTIN
CONSTRUCTION (OWNER'S REPRESENTATIVE,
LOS ALAMOS MIDDLE SCHOOL)



BPS, Bernalillo High School, Bernalillo, NM



CMS, Cottonwood Elementary School, Carlsbad, NM

PROJECT UNDERSTANDING & OPPORTUNITIES

Alamogordo is a justifiably proud community with a long, rich history that requires the new replacement Holloman Middle School (HMS) to be worthy of the community and its students. At DPS, we recognize every project has an opportunity to be unique and special for our clients. **The chance to completely replace an aging school facility with a new school is one that does not come around often, and Alamogordo Public School's (APS) vision of creating a world class educational facility which serves as a beacon that screams with pride, transmits celestial significance, and offers light year educational pedagogy, is truly inspiring.**

The new school will be located on the existing occupied campus that is shared with the new Holloman Elementary School and track and field on the Holloman AFB. The site lends itself to many unique opportunities to design a holistic campus to serve PreK-8 students while developing engaging and inspiring outdoor learning environments. **And to support APS's goal of creating a futuristic facility to make a profound statement**

“Welcome to the most amazing school in America” to the men and women with children who arrive to support the Mission of the 49th at Holloman AFB.

We understand that APS intends consolidation of HMS and HES to allow for Project-Based-Learning (PBL) between the two campuses.

Campuses may mutually develop a single theme to explore during an academic year and students from each grade will be involved in coming together to learn, design and construct the combined campus wide project while also developing shared leadership skills and experiences. **APS goal is to create a conjoined campus that allows students mentorship opportunities, work on service projects and provide technological experiences, while developing positive relationships to lead, serve, and grow one another, the school, and the greater community.**

We understand that the District goal for the combined campus for HMS and HES is to capture the students' imagination through a wide range of interests including makerspaces for engineering,

rocketry, space exploration, cyber-security, CTE, performing arts, rover manufacturing and competition.

We understand this school is expected to serve the community for the next 50+ years. With this in mind, DPS will design a facility that visually endures with materials that are durable and appropriate to fit within the local context to create a striking aesthetic, while incorporating flexibility and adaptability for the learning environment to meet current and future educational pedagogies.

We have studied the materials provided by the district, including the APS's Five-Year Facilities Master Plan 2020–2024, the PSMI Grant Proposal, and have visited the HMS campus to develop a thorough understanding of the existing site conditions and the challenges and opportunities it presents. We also understand the district's goals and vision set for the project, and the exciting prospect to design an unique learning environment to serve PreK-8 students in an engaging and inspiring facility that seamlessly connects interior spaces to outdoors.

The existing HMS classroom utilization rate is 33% and the overall Facility Utilization Rate is 41%, this compared with the target utilization rate of 72% for the new HMS presents significant opportunities to design an efficient new facility with shared and flexible spaces to serve the STEAM educational program specific requirements.

Through conversations with the district, review of available materials, and visit to the HMS campus, we understand the overall scope of the project will involve:

- Replacement of existing HMS with new 52,178 sf facility to serve approximately 300 students in grades 6-8 located at the existing occupied campus. The new facility will support Science, Technology, Engineering, Arts and Mathematics (STEAM) educational program. The existing HMS will remain fully operational through multiple phases of construction.
- Scope will include design for joint use outdoor learning spaces to serve PreK-8 grade students from the adjacent Holloman Elementary School. The outdoor learning studio will include a learning pavilion, themed outdoor classrooms, artificial turf playfields, soft surface sports courts, discovery habitat and pollinator gardens as well as group gathering areas.
- Relocating the existing track and field to the Southwest side. Phasing for the new track and artificial turf field will need to be carefully coordinated with APS and Holloman AFB to avoid any disruption to school or community use of this outdoor amenity while also allowing to clear the site for the new school construction.
- Demolition of the existing HMS and completion of site improvements to include new drop-off lanes and parking

DPS's professionalism and creative talents have been exceptional with the NMSBVI projects at the Alamogordo campus as well as the Albuquerque campus. Most recently, we are working with the DPS team on the growth expansion of the NMSBVI's Albuquerque Preschool completed in late 2008. We are very pleased the design team is working with NMSBVI years later with the same enthusiasm, integrity, knowledge and skill towards the growth expansion of the preschool in Albuquerque.

— MARGIE MACIAS,
NMSBVI DIRECTOR OF INSTITUTIONAL SUPPORT SERVICES



NMSBVI Alamogordo NM, Ditzler and Old WES Renovations

SOIL+ DRAINAGE

As a trade-off for the beautiful setting nestled against the base of the Sacramento Mountains, much of Alamogordo is challenged by less-than-ideal soil conditions. **The predominant soils at Holloman AFB are sandy silts with a high gypsum content which overlay a less permeable layer of clayey sand approximately 10 feet below the natural ground surface.** The soils have a relatively high potential to compress when wetted, and gypsum content in soils can lead to a high potential for hydrogen sulfate attack on concrete and utilities. These soils can also be subject to erosion and/or the formation of cavities, especially from plumbing leaks or drainage problems.

Based on our past experience with projects in Alamogordo and knowledge of nearby soil conditions, the HMS campus site is likely to require careful consideration for earthwork and foundation design to find the optimal solution.

Our in-house structural engineers have experience and expertise with Alamogordo soils and will work with APS to create customized Geotechnical Investigation RFP requirements that will focus on;

- Seismic Site Class determination by Soil Shear Wave Velocity Method
- Evaluation of potential for liquefaction of saturated soils and remediation recommendations
- Types of piles or piers, method for determining driving resistance, capacity curves, spacing requirements, and criteria for lateral design of deep foundations
- Compaction requirements and methods for backfill plus deflection required to develop full passive resistance, and corresponding lateral coefficient
- Soil properties investigation to include density, cohesion, and angle of internal friction combined with foundation subbase requirements
- Specific testing and inspection recommendations for frequency of testing

Structural foundation systems will be coordinated with site-specific geotechnical recommendations. It will be imperative to prevent water intrusion into the foundation support soils, specifically controlling site and roof water runoff and following good practice for backfilling of plumbing trenches with lean concrete fill. Concrete mix designs will be specified to resist sulfate attack from the trace amounts of gypsum in the soils.

Our entire design team is committed to working with APS to develop detailed and well researched foundation solutions for the new HMS that mitigates risk and has proven success from previous installations.

PROJECT ADMINISTRATION

As a school project for APS that is supported by federal funds, it is important to have a design team that has both experience working with APS and thorough understanding of the district's design standards, as well as work experience with federal government agencies and understanding of their review and approval processes. **DPS has completed multiple successful projects for APS and has been providing A/E and planning services to our federal government clients for over 45 years. Through on-call IDIQ and Design-Build partnerships we have designed over 25 Air Force Base projects.**

ONSITE REPLACEMENT

As an onsite replacement of an occupied school, this project will require careful administration and siting of the new building and documents that define clear phasing of building and site demolition, new building, and final sitework. We have experience successfully completing onsite replacements within tight sites, including incorporating contractor staging requirements, protecting or salvaging sentimental items from the existing school, temporary drainage measures to protect the occupied school, and temporary site circulation patterns. This is illustrated in the examples below from Broadmoor Elementary School in Hobbs, where the new building was built very close to the existing school and its playground, requiring careful attention to bus and parent traffic, storm drainage, and student safety.



HMS, Broadmoor Elementary School, Hobbs, NM

FUTURE GROWTH

We understand with every new school project, there is always a possibility of future addition to support additional educational programs, student population growth or to accommodate shared community spaces.

At Holloman AFB planning for future school expansion is crucial to support any likely increases in Squadrons or AFB supported programs which will follow attracting additional families to the base. We have experience planning for this type of future growth and will consider:

- Whether additional spaces should be fully designed as a potential additive alternate or future shovel-ready construction, or by simply leaving site area available for an addition
- How classroom groupings can provide flexibility in the number of rooms allocated to each subject each year, and enable a single, efficient future addition rather than adding a single classroom to each wing
- How to locate a future addition for maximum ease of construction with minimal disruption to students

Regardless of how and where future growth will occur, we will incorporate strategies to facilitate the addition such as using a different type of structural footing at the point of attachment, stubbing out waste lines and electrical/IT conduit to avoid future damage to existing slabs or walls, and keeping the site of the future addition free of any underground utilities.



UNIQUE NATURE OF A SCHOOL ON BASE

We understand that there are a number of unique factors to consider for a school that is located within an air force base, serving children of military families, with teachers and staff who may be military spouses. **We have completed 25 air force base projects, including 4 at Holloman, so we understand some of these factors and are committed to working with the School Liaison Officer, Military Community Liaison, and others to better understand Holloman’s specific needs. Some of the specific strategies that may be relevant here include:**

- Proposing a design team that consists of U.S. citizens with clean records, that we anticipate will be easily able to obtain base access
- Incorporating any special provisions for contractor personnel status or background checks into the project specifications
- Creating a design that is intuitive and welcoming for a population that may be more transient than typical and may start school in the middle of a term, by having an intuitive layout with thematic wayfinding to help new students to feel at home quickly, and using intuitive controls for classroom lighting and technology to make the transition easier for new teachers
- Discussing how the school can help build community amongst families, including providing space and equipment for parent activities
- Incorporating indoor and outdoor learning studios that support STEAM, and other curriculum that are important to Holloman
- Evaluating how physical constraints such as the challenging soils, high water table and high levels of groundwater contamination, may affect the design of the foundation and building systems and how base access requirements could impact bid pricing
- Considering whether special acoustic detailing may be required to minimize disruption from aircraft noise



SCHEDULING

New phased construction to include the complete replacement of HMS, relocation of track and field, outdoor shared learning studios; followed by demolition of existing HMS and completion of site work at the occupied and shared HMS + HES campus will need careful review and evaluation of the existing site, underground utilities, drainage patterns, and work sequencing to develop a comprehensive phasing campus master plan to allow for a smooth schedule for the ongoing operations on the campus.

During each design phase we will collaborate with APS, Holloman AFB, community members, and local first responders. We will attend and present the design progress at school board meetings, school’s after-hour events, and game nights to keep the community informed.

Starting the design process in May 2023 per information noted in the RFP, we are proposing a 11.5-month overall design schedule. A two-week owner review period is scheduled after each design phase. We will also have 50% and 95% owner reviews in Design Development and Construction Document phases.

Our proposed design schedule will allow adequate time for comprehensive owner review at the end of the design phase as well as time for permitting and bidding the project through the selected CMAR, while ensuring the construction on the new HMS can start on or before July 2024.

Proposed construction schedule of 13-months for the new HMS will allow for completion of the new school in time for start of new school year by July 2025. Demolition of existing HMS can start during the summer of 2025 followed by site work completion to be completed by October 2025.

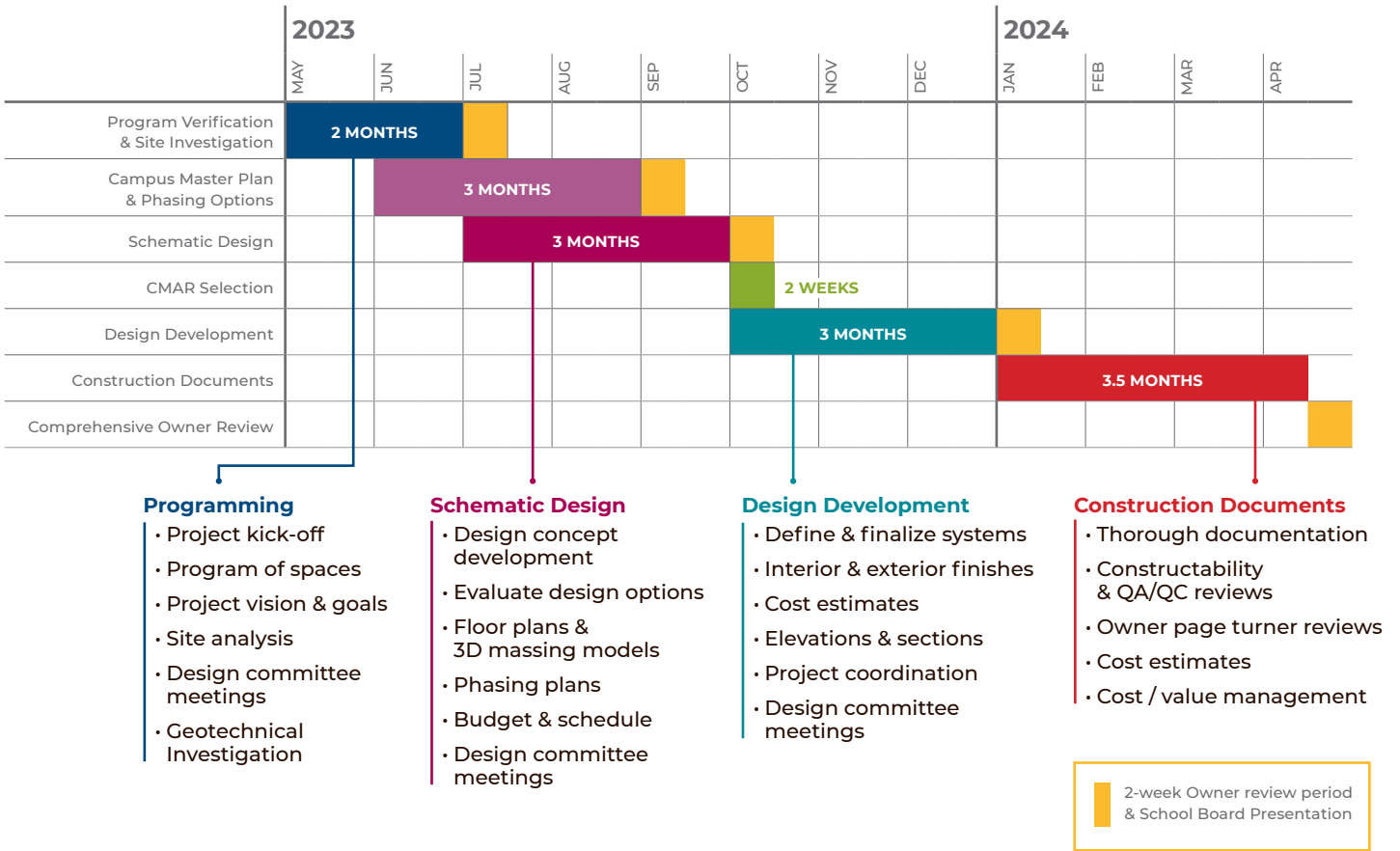
We will work with APS to adjust the schedule and proposed move-in dates for the new school as needed to achieve project goals and minimize any disruptions to the occupied campus.

Project will be constructed in two main phases:

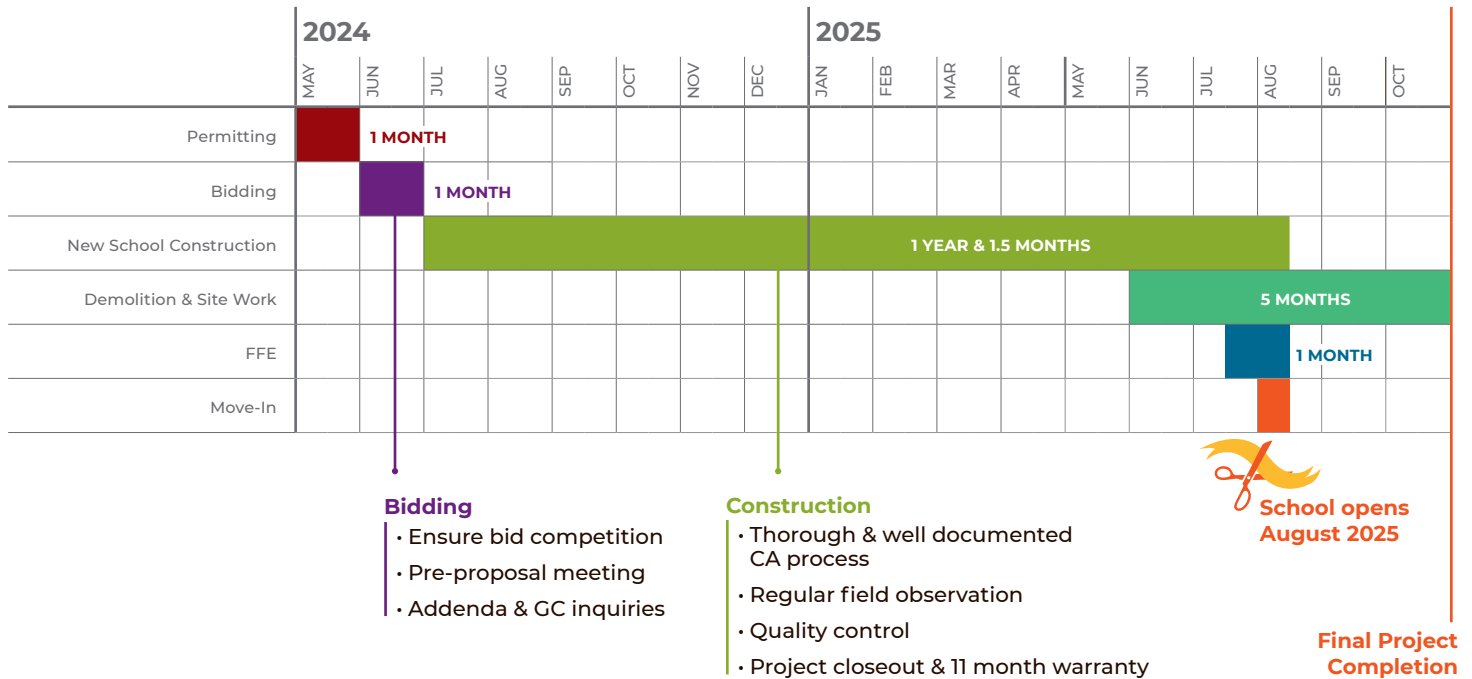
- **PHASE 1:** Construction of new HMS starting July 2024
- **PHASE 2:** Demolition of existing high HMS in summer of 2025, followed by completion of site improvements

We are committed to designing a school that works for APS, Holloman AFB, and the entire community.

PROPOSED PROJECT SCHEDULE & WORK TO FULFILL PROJECT SCOPE



PROPOSED CONSTRUCTION SCHEDULE



BUDGET

Based upon the RFP information provided, we understand the set construction budget for the project is \$38,000,000 to construct the new 52,178 SF new HMS. Budget establishes approximately \$728/SF for construction costs. Based on current construction cost data, the set project cost for HMS seems adequate today, but we need to be careful and manage cost during each phase of design to avoid any surprises during the bidding phase. Working with CMAR for this project will add immense value as our cost estimates can then be vetted with the actual soft bidding costs the contractor can receive from the subs. **Throughout the design process we will work with APS and CMAR to keep the team always informed of the cost estimates and focus on details to ensure project stays on schedule and within budget.**

HOLLOMAN SCHOOL CAMPUS

The views of the western escarpment of the Sacramento Mountains to the east and to Sierra Blanca to the north afforded by the Holloman school campus provides the opportunity to frame some spectacular vistas from the new school as well as the outdoor learning spaces. These areas could be used as a setting for stimulating educational spaces by day or hosting public events by evening.

The shared campus with HES presents unique opportunities to create inviting and engaging outdoor learning studio spaces to serve both the schools and students from PreK-8. Spaces that can promote mentorship, leadership and sharing values amongst the different age groups.

The shared school campus surrounded with roads on all four sides, provides for adequate and easy construction access as well as the ability to maintain existing vehicular and pedestrian access and circulation at both HMS and HES campuses. It also will allow for division of vehicular traffic for each school with the HES being served from South by Arnold Ave., and the new HMS served from the North by Arizona Ave. Currently, demolition work on the old HES is in progress and should be completed shortly. This allows for a great phasing opportunity to design and construction the replaced track and

field in the Southwest corner of the campus as part of Phase-1 or early work package. This will allow for the community used recreational space to be relocated prior to start of new HMS construction that can then be located on the existing field part of the campus. This early phasing will minimize any disruption to the community use of the track and field amenity on campus.

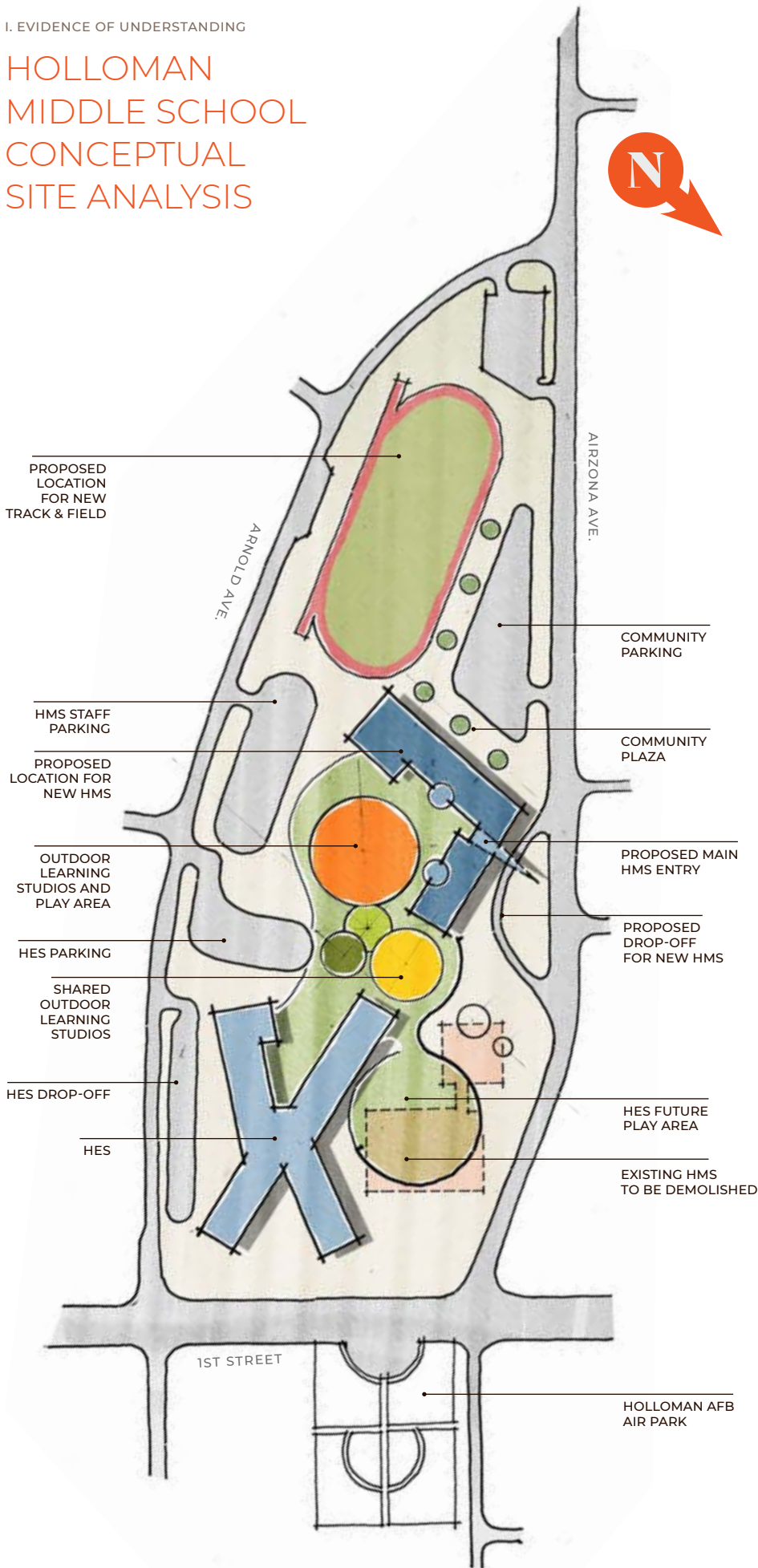
The potential location for the new HMS at the existing track and field will allow for creation of shared outdoor learning studios between the new HES and the new HMS as indicated on the conceptual campus sketch. It will also allow for keeping the vehicular circulation limited to the Arizona and Arnold Avenues, thereby creating a safe pedestrian friendly core outdoor space between the two facilities. We will further study prevailing wind directions on the site to inform design and building orientation to allow the build mass to act as a wind barrier for the outdoor learning spaces.

We have addressed very similar school replacement challenges on shared campus with our past and current work and are very familiar with the opportunities this project will present. We look forward to discussing lessons learned and design ideas with APS towards achieving successful replacement of the Holloman Middle School.

Current design work on shared campus for GMCS Tohatchi HS Replacement Project



HOLLOMAN MIDDLE SCHOOL CONCEPTUAL SITE ANALYSIS



We understand that the key drivers of the shared HMS site design will include:

- Student safety and security
- Maintain existing facilities fully operational during various phases of new construction and demolition
- Minimize disruption to the ongoing process of education at both schools on campus
- Separation of vehicular and pedestrian circulation
- Create a sense of place and identity coupled with design excellence for the new STEAM focused school
- Create a State-Of-The-Art 21st Century modern Middle School to serve as a resource to the entire APS district students

We see opportunities to address the site and building goals within a realistic framework of occupied campus construction logistics to include:

- Creating a welcoming entry to the school from the Arizona Ave
- Address any current site circulation and drainage issues with an overall master plan strategy for the entire shared campus
- Design a unified campus to support ease of supervision, controlled access, and student safety while also achieving secured outdoor learning spaces



PROGRAMMATIC USER REQUIREMENTS

We recognize in order to design the replacement for HMS, we will need to conduct a thorough programming phase to intricately understand the requirements for all of the users of the new facility. **Through our review of the provided information, we understand the new HMS school and campus will need to feature:**

- Design excellence that captures students' imagination through a wide range of interests
- Non-linear approach to building the campus that breaks the barrier of expectations and be the catalyst for enhanced achievement
- Learning environment that meets the needs of every student and where all aspects of built and outdoor spaces serve the main function of education
- Comfortable and flexible learning spaces flooded with natural light, good air quality, temperature control, display of colors and seamless access to outdoors
- Learning spaces that adapt and change to meet the needs of various groups; technology rich environment and common areas where students gather in an outdoor neighborhood
- Futuristic design to support hands on experiences, leadership, student led learning, and deep thinking
- School to be a resource for the entire Alamogordo district.
- Outdoor spaces for Holloman AFB community involvement supporting students of all ages in joint career discovery and exploration
- Promotion of healthy lifestyles through activity and recreation spaces

DPS has designed facilities that have achieved these specific goals, and we will draw on that past experience for the design of the new HMS. For this project to be successful, it must do more than respond to a set of defined space needs, it must create spaces both interior and exterior, that inspire and engage students while creating a world class educational facility to help attract families to the Holloman AFB.



CONCLUSION

We hope this proposal has demonstrated both our enthusiasm for this project and our qualifications. Our team is passionate, enjoys working with APS, on occupied campus projects, and has the relevant experience and capabilities to manage the HMS replacement. We understand how important this project is to the district and Holloman AFB and we will design meaningful transformations to create excellent STEAM focused 21st Century Learning Environments to serve the students and the Alamogordo community for decades to come.

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Architecture
in Progress

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Insurance Claims / Judgements or Breach of Contracts

I refer to the auditorium as the “crown jewel” of our community, and it truly is. The auditorium is a beautiful building inside and out and it will be a treasure in our community for many years. I look it every day with a little bit of awe, and still wonder how it was possible in our community. Our community is a better place because of this building. It is a joy to make music in that great hall, and it has inspired our students to be a little bit better.

— BILL GRINER, GRANTS HIGH SCHOOL
FORMER BAND DIRECTOR,
GRANTS-CIBOLA COUNTY SCHOOLS



Ribbon cutting ceremony at EPISD, Bobby Joe Hill PreK-8 School, El Paso, TX

INSURANCE & CLAIMS

a. Is your firm free of any court judgement, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a professional services related matter in which the firm, or any officer, is or was a party? If the answer is “No,” provide an explanation.

City of North Las Vegas Fire Station: DPS, along with a host of other design consultants, the general contractor, and many subcontractors have all been named in a lawsuit in 2019 by the City of North Las Vegas regarding damages and mitigation costs related to alleged settlement of the building originally constructed in 2009. The case has been delayed rulings that went all the way to the NV Supreme Court related

to exceeding the Statute of Repose that was retroactively changed by the Nevada Legislature in 2019 from 7 years to 10 years, as well as improper filing of expert affidavits by the plaintiff as required by NV law. Unfortunately, the Supreme Court ruled in 2022 to allow the case to move forward, and preliminary discovery is underway.

b. Does your firm have the ability to provide the required insurance in the limit state in the RFP, as well as \$500,000 Errors and Omissions insurance? If the answer is “No,” provide an explanation.

Yes—please see copy of insurance certificate on the next page of this proposal..

JUDGEMENT OR BREACH OF CONTRACT / PROTESTS

a. List any judgements against the firm during the last five (5) years.

N/A

b. List any breach of contract other than “for cause”

N/A

c. List all mediations/arbitrations in the last five (5) years

Albuquerque Rapid Transit : DPS was recently notified by a third-party of a lawsuit filed against the City of Albuquerque, the design consultants, and the general contractor in a wrongful death case for a vehicular accident that occurred at one of the new bus station platforms for the Albuquerque Rapid Transit project. Our understanding is the deceased driver ran a red light at a high rate of speed, was broadsided by another vehicle and was pushed into a concrete barrier constructed to stop vehicles from harming pedestrians on the platform itself. DPS has yet to be formally served on the lawsuit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111
CONTACT NAME: Eloise Hughes
PHONE: (505) 822-8114
FAX: (505) 822-0341
E-MAIL ADDRESS: ehughes@cressinsurance.com
INSURER(S) AFFORDING COVERAGE: Continental Casualty Company (20443), Travelers Casualty And Surety Company Of America (31194)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

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

CERTIFICATE HOLDER: Proposal Purposes
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: James Lyons

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SABATINI

Architecture
in Progress

K.

IAWKKS DON'T JUST FLY, THEY SOAR!

Campaign Contribution Disclosure Form

This award winning facility works superbly to support our unique project-based learning curriculum, which is a direct result of their in-depth understanding of modern, technologically-advanced education models, and their collaborative approach to design. DPS's passion, dedication, and commitment to the project throughout the design and construction process were unwavering. They consistently shared their knowledge of educational facility needs, worked efficiently, and kept our project on schedule and in budget. We are thrilled that we were able to get all of the space and technology flexibility we needed, in an efficient and inspiring building, for less than the project budget. I strongly recommend DPS for any educational facility project.

— MIKE STANTON PH.D, DIRECTOR,
APS nex+GEN ACADEMY

Appendix A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period. Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official on the District Board of Education: _____

(Note: List Board of Education Member(s) here)

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date _____

Title (position) _____

--OR--

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

Signature Date _____

Title (position) _____

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

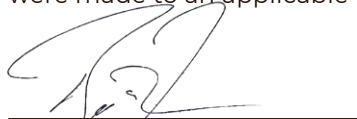
Title (position)

Dekker Perich Sabatini

Offeror Business Name

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

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Signature

4.19.2023

Date

Shareholder

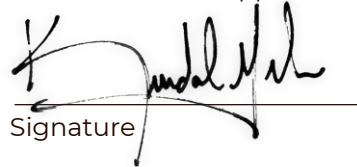
Title (position)

Dekker Perich Sabatini

Offeror Business Name

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4.19.2023

Date

Shareholder

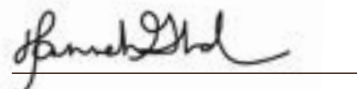
Title (position)

Dekker Perich Sabatini

Offeror Business Name

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were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: Dale Dekker

Relation to Prospective Contractor: Shareholder

Name of Applicable Public Official: See Below

Date Contribution(s) Made: See Below

Amount(s) of Contribution(s): See Below

Nature of Contribution(s): Political Contributions

Purpose of Contribution(s): Candidate Support



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

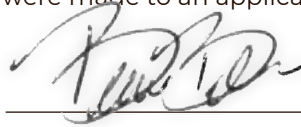
Offeror Business Name

POLITICAL CONTRIBUTIONS FOR DALE DEKKER

DATE	CANDIDATE NAME	AMOUNT
Oct-21	Alan Webber	250.00
Oct-21	Courtney Jackson	250.00
Oct-21	Lori Robertson	250.00
Nov-21	Lori Robertson	500.00
Apr-22	Raul Torrez	1,000.00
May-22	Meredity Dixon	250.00
Jun-22	Republican Party	500.00
Jul-22	Siah Hemphill	250.00
Jul-22	Meredith Dixon	250.00
Jul-22	Dayan Hochman	250.00
Sep-22	Gail Armstrong	750.00
Sep-22	Raul Torrez	1,000.00
Oct-22	Nicole Chavez	780.76

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were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

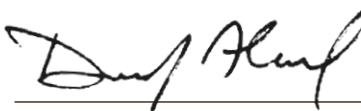
Title (position)

Dekker Perich Sabatini

Offeror Business Name

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: **Will Gleason**

Relation to Prospective Contractor: **Shareholder**

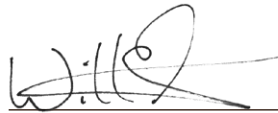
Name of Applicable Public Official: **See Below**

Date Contribution(s) Made: **See Below**

Amount(s) of Contribution(s): **See Below**

Nature of Contribution(s): **Political Contributions**

Purpose of Contribution(s): **Candidate Support**



Signature

Shareholder

Title (position)

4.19.2023

Date

Dekker Perich Sabatini

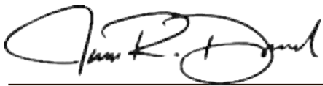
Offeror Business Name

POLITICAL CONTRIBUTIONS FOR WILL GLEASON

DATE	CANDIDATE NAME	AMOUNT
Aug-21	Melanie Stansbury	500.00
Jul-22	Evening Reception for Michelle Lujan Grisham	500.00

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

Shareholder

Title (position)

4.19.2023

Date

Dekker Perich Sabatini

Offeror Business Name

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

Shareholder

Title (position)

4.19.2023

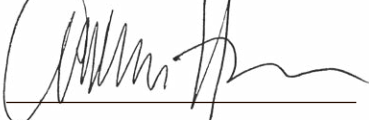
Date

Dekker Perich Sabatini

Offeror Business Name

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Signature

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Title (position)

4.19.2023

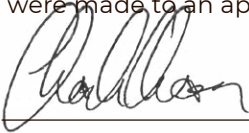
Date

Dekker Perich Sabatini

Offeror Business Name

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Signature

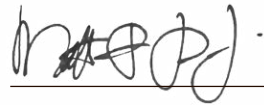
4.19.2023
Date

Shareholder
Title (position)

Dekker Perich Sabatini
Offeror Business Name

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

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Signature

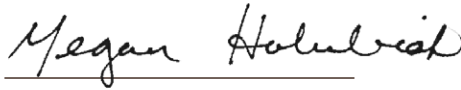
4.19.2023
Date

Shareholder
Title (position)

Dekker Perich Sabatini
Offeror Business Name

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Signature

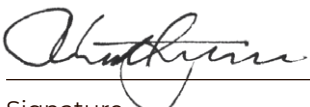
4.19.2023
Date

Shareholder
Title (position)

Dekker Perich Sabatini
Offeror Business Name

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Signature

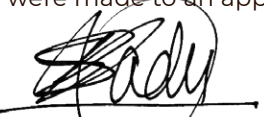
4.19.2023
Date

Shareholder
Title (position)

Dekker Perich Sabatini
Offeror Business Name

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023
Date

Shareholder
Title (position)

Dekker Perich Sabatini
Offeror Business Name

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: Benjamin Gardner

Relation to Prospective Contractor: Shareholder

Name of Applicable Public Official: See Below

Date Contribution(s) Made: See Below

Amount(s) of Contribution(s): See Below

Nature of Contribution(s): Political Contributions

Purpose of Contribution(s): Candidate Support



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

POLITICAL CONTRIBUTIONS FOR BENJAMIN GARDNER

DATE	CANDIDATE NAME	AMOUNT
Jul-21	Sen George Munoz	500.00

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)

were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

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were made to an applicable public official by me, a family member or representative.



Signature

4.19.2023

Date

Shareholder

Title (position)

Dekker Perich Sabatini

Offeror Business Name

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Prospective Contractor Conflict of Interest Certification Form

Dekker Perich Sabatini has consistently mastered the art of combining simple, proven design elements with constantly changing technologies and materials. Their elegant design solutions are coupled with accurate planning and design criteria, with no expense to time.

— FRANK MACKAY, RETIRED ARCHITECT,
HOBBS MUNICIPAL SCHOOLS

APPENDIX B

PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Board of Education member of the Alamogordo Public School District has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Board of Education member’s interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating to employ any employee or Board of Education member of the Alamogordo Public School District.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

N/A

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an Alamogordo Public School District employee within the preceding 12- month period.


N/A

N/A

N/A

Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the prospective Contractor named below.

Signature:  _____ Title: Design Leader / Principal

Name Printed: Sanjay Kadu _____ Date: 04.19.2023

Company: Dekker Perich Sabatini _____ City: Albuquerque

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M.

Debarment/ Suspension Certification Form

DPS is innovative in working with its educational clients to design spaces that allow for student engagement to take place. They work towards helping school systems create the classrooms students need to become owners of their learning; spaces where they can be creators of content and not merely consumers. What most impresses me is that they see beyond the classrooms of yesterday, and design dynamic, flexible spaces that allow for teachers and students to create their tomorrows.

— DR. GREGORY RODRIGUEZ,
FORMER SUPERINTENDENT,
CARLSBAD SCHOOLS

APPENDIX C

DEBARMENT/SUSPENSION CERTIFICATION FORM

The prospective Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with any Federal department or agency or with any department or agency of the State of New Mexico, or in receipt of a notice or proposed debarment from any Federal or Public State Agency. The prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract. If prospective Contractor is awarded a contract, prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any Federal or State Department Agency, or upon receipt of a notice of proposed debarment/suspension that is received at any time during the term or any renewal term of the contract.

The undersigned hereby certifies that prospective Contractor understands and will comply with these requirements, including the requirements of 22 CRF Part 513 and § 13-1-177 NMSA 1978 et seq. and any amendments thereto. The undersigned further certifies that he/she has the authority to certify compliance for the prospective Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective Contractor is unable to certify to any of the statements in this certification, the prospective Contractor shall attach an explanation to this proposal.

Signature:  Date: 04.19.2023

Title: Design Leader / Principal

Name Typed/Printed: Sanjay Kadu

Company Name: Dekker Perich Sabatini

Address: 7601 Jefferson NE, Suite 100, Albuquerque, NM 87109.

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Licenses, Etc.

Our population has a high non-English and limited English group, and is also represented within our Board. The architect team worked very well with the language barriers and were always respectful when the process needed detailed translations. Our funding originates at the Bureau of Indian Affairs with their strict safety guidelines with a strict budget. No frills. Mr Sanjay and Mr. Juan were still able to provide us with sound budget ideas and options that allowed us to incorporate some cultural elements. Throughout our process, DPS has consistently invited staff and community to participate in idea sharing and also shared all draft designs for collaborative input.

— LUCINDA CAMPBELL,
LUKACHUKAI COMMUNITY SCHOOL
BOARD OF EDUCATION,
LUKACHUKAI COMMUNITY SCHOOL

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE


Issued to: **DEKKER / PERICH / SABATINI LTD.**

DBA: **DEKKER / PERICH / SABATINI LTD.**
7601 JEFFERSON ST NE STE 100
ALBUQUERQUE, NM 87109-4496

Expires: **16-Oct-2023**

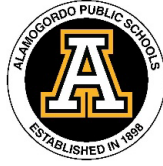
Certificate Number:

L0685194928


Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE





Alamogordo Public Schools

ADDENDUM 1

Link for Virtual Pre-Proposal Meeting

**RFP 005-2023
Holloman Middle School Design**

All Contractors, Subcontractors and suppliers are reminded that they shall be familiar with all addenda items

March 27, 2023

Link for Pre-Proposal Meeting; March 28, 2023 @ 2:00 PM

[RFP 005-2023 - Holloman Middle School Design](#)



Alamogordo Public Schools

ADDENDUM 2

Grant Proposal Documents

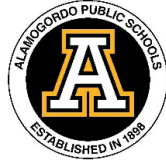
**RFP 005-2023
Holloman Middle School Design**

All Contractors, Subcontractors and suppliers are reminded that they shall be familiar with all addenda items

March 27, 2023

Provided – Public Schools on Military Installations (PSMI) Grant Proposal – the documents submitted to obtain the OLDCC Grant.

If requested – a walk through can be arranged on April 6, 2023 @ 2:00. No questions will be answered or received after the requested walk through.



Alamogordo Public Schools

ADDENDUM 3

Additional Walk Through

RFP 005-2023 Holloman Middle School Design

All Contractors, Subcontractors and suppliers are reminded that they shall be familiar with all addenda items

March 31, 2023

There will be an additional walk through on April 5, 2023 @ 2:00. No questions will be answered or received after the requested walk through. Please email the Chief Procurement Officer, procurement@alamogordoschools.org, with which day and how many of your firm will be needing an escort onto HAFB.



Alamogordo Public Schools

ADDENDUM 4

Pre-Walk Through Questions

RFP 005-2023

Holloman Middle School Design

All Contractors, Subcontractors and suppliers are reminded that they shall be familiar with all addenda items

April 5, 2023

1. Since this is a qualifications-based RFP, would the cost proposal noted on page 15 of the RFP, still be required for submission as requested in the proposal?
1. Page 4, paragraph 20, indicates that in addition to NMSA and the NM Procurement Code, that the CFR also govern procurement. NMSA 13-1-120 does not allow for price to be included as a criterion for the selection of professional services only qualifications and performance data. The separate price proposal and associated points in the evaluation criteria seem to violate the NM Procurement Code. Is the District aware of this contradiction between the RFP and NM Procurement Code?
 - A. Please see new score sheet – 20 points for price has been removed.

2. Please clarify addendum 2 regarding questions at the requested site walk on April 6. The addenda says 'no questions will be answered or received after to requested walk through'. April 6 is past the published deadline for questions (March 31) and the published response date (April 5). Will questions and response be extended for the site walk?
 - A. No questions will be answered after the date specified in the RFP.

3. Does the response have a page limit? If so, please identify what items are excluded. Typical items excluded are the appendix forms, insurance certificates, letter of submittal, etc.
 - A. The response does not have a page limit. The items stated are included in the proposal format on pages 13-14 of the RFP.

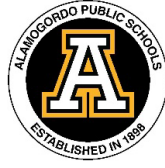
4. The draft agreement indicates the civil engineer will be retained by the Owner. Please confirm if the civil engineer will be provided the by the owner or if the architect should provide a civil engineer on their team as a supplemental service.
 - A. All necessary consultants will be retained by the Design Professional as outlined in the RFP pages 7-8.

5. Will there be a site visit to the school, and how will the district be handling HAFB access?
 - A. As per Addendum 2 & 3 the site visits will be on April 5 & 6 at 9:30. Firms requesting a site visit were instructed to contact the Chief Procurement Officer with a number of individuals needing to be escorted on HAFB.

6. What is the project Maximum Allowable Construction Cost (MACC)? Does this include the FFE package?
 - A. There is no MACC for this project; however, there is a project budget that was included in Addendum 2 with the OLDCC Grant Proposal. FFE is included as part of the RFP on page 10.

Clarification:

The Board Meeting for Approval of the Contract has been moved to May 10, 2023



Alamogordo Public Schools

ADDENDUM 5

Price Proposal Clarification

RFP 005-2023

Holloman Middle School Design

All Contractors, Subcontractors and suppliers are reminded that they shall be familiar with all addenda items

April 11, 2023

- 1. Since this is a qualifications-based RFP, would the cost proposal noted on page 15 of the RFP, still be required for submission as requested in the proposal?**
- 1. Page 4, paragraph 20, indicates that in addition to NMSA and the NM Procurement Code, that the CFR also govern procurement. NMSA 13-1-120 does not allow for price to be included as a criterion for the selection of professional services only qualifications and performance data. The separate price proposal and associated points in the evaluation criteria seem to violate the NM Procurement Code. Is the District aware of this contradiction between the RFP and NM Procurement Code?**

Clarification: Sealed Price Proposal optional, will not affect points – DO NOT include pricing in the technical proposal.

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SABATINI**

**Architecture
in Progress**



Dekker Perich Sabatini

7601 Jefferson NE, Suite 100

Albuquerque, NM 87109

505.761.9700 | dpsdesign.org