

**Renewal Number 3 of
Agreement Between the Legislative Council Service and Contractor**

and

**Amendment No. 1
To Agreement Between the Legislative Council Service and Contractor**

Contracting Parties: Legislative Council Service ("LCS")
Architectural Research Consultants, Inc. ("Contractor")

Contract No.: 20-14

Date: June 1, 2023

The above-referenced Agreement between the LCS and Contractor ("Agreement"), Contract No. LCS 20-14, is renewed for the period of June 23, 2023 through June 11, 2024.

The above-referenced Agreement between the LCS and Contractor is amended by the contracting parties as follows, pursuant to Paragraph 6.10 of that Agreement:

1. On page 6, Article 4, "Basic Services", in the first sentence, after "CBPC", insert ", plus any applicable New Mexico gross receipts tax passed on to the LCS".

2. On page 6, Article 4, "Basic Services", strike "The total amount for all contracts shall not exceed one hundred sixty thousand dollars (\$160,000), including applicable New Mexico gross receipts tax."


Signed by the parties on the dates indicated:

By: 
RAÚL E. BURCIAGA, Director
Legislative Council Service


JOHN PETRONIS, President
Architectural Research Consultants, Inc.

Date: 5/31/2023

Date: May 30, 2023


ANNA SILVA, Director
Facilities Management Division
General Services Department

Date: 5/31/23

STATE OF NEW MEXICO

Legislative Council Service

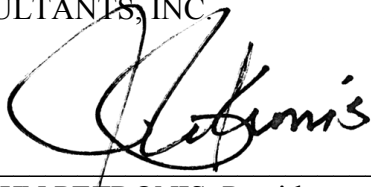
Renewal Number 2 of
Agreement Between the Legislative Council Service (LCS) and Contractor

The referenced Agreement between the LCS and Contractor ("Agreement"), Contract No. LCS 20-14, is renewed for the period June 23, 2022 through June 22, 2023.

STATE OF NEW MEXICO
LEGISLATIVE COUNCIL SERVICE

ARCHITECTURAL RESEARCH
CONSULTANTS, INC.

By: 
RAÚL E. BURCIAGA, Director

By: 
JOHN PETRONIS, President

Date: 6/6/2022

Date: June 6, 2022

STATE OF NEW MEXICO

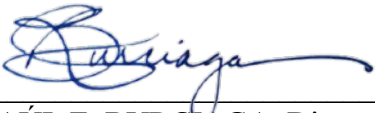
Legislative Council Service

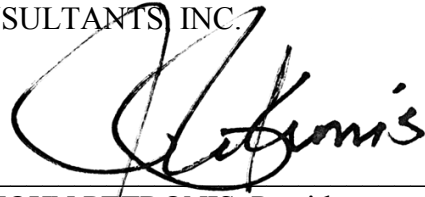
Renewal Number 1 of
Agreement Between the Legislative Council Service (LCS) and Contractor

The referenced Agreement between the LCS and Contractor ("Agreement"), Contract No. LCS 20-14, is renewed for the period June 23, 2021 through June 22, 2022.

STATE OF NEW MEXICO
LEGISLATIVE COUNCIL SERVICE

ARCHITECTURAL RESEARCH
CONSULTANTS, INC.

By: 
RAÚL E. BURCIAGA, Director

By: 
JOHN PETRONIS, President

Date: June 18, 2021

Date: June 18, 2021

STATE OF NEW MEXICO

**AGREEMENT BETWEEN THE LEGISLATIVE COUNCIL SERVICE, THE GENERAL
SERVICES DEPARTMENT FACILITIES MANAGEMENT DIVISION
AND ARCHITECTURAL RESEARCH CONSULTANTS, INCORPORATED**

This Agreement is entered into by the following parties:

**THE LEGISLATIVE COUNCIL SERVICE (LCS), on behalf of the Capitol Buildings Planning
Commission (CBPC)**
411 State Capitol
Santa Fe, NM 87501
(505) 986-4600

**THE GENERAL SERVICES DEPARTMENT (GSD) FACILITIES MANAGEMENT
DIVISION (FMD)**
2542 Cerrillos Road
P.O. Box 6850
Santa Fe, NM 87502
(505) 827-2141

THE CONTRACTOR
Architectural Research Consultants, Incorporated
220 Gold Avenue SW
Albuquerque, NM 87102

FOR THE FOLLOWING PROJECTS:

**MASTER PLAN CONSULTANT SERVICES FOR A REVIEW OF STATE PROPERTIES
THROUGHOUT THE STATE; UPDATING THE MASTER PLANS FOR THE
METROPOLITAN AREAS OF SANTA FE, ALBUQUERQUE AND LAS CRUCES; REVIEW
AND UPDATING OF EXISTING INVENTORY DATA OF THE STATE'S FACILITIES AND
PROPERTIES; REVIEW OF LEASE-PURCHASE AGREEMENTS, INCLUDING USE AND
UPDATE OF THE LIFE-CYCLE COST ANALYSIS (LCCA); AND OTHER MASTER
PLANNING, INVENTORY, PROPERTY AND FACILITY UTILIZATION PROFESSIONAL
SERVICES AS NEEDED.**

RECITALS

WHEREAS, the LCS, through its Director, is authorized by the CBPC to enter into a professional services contract in conjunction with the FMD for master plan consultant services pursuant to the Procurement Code; and

WHEREAS, the CBPC has approved, and the LCS and the FMD have entered into, a Contract subject to the Procurement Code and purchasing procedures for contracts of the type and amount awarded; and

WHEREAS, the LCS and the FMD will request services on an as-needed basis, and the Contractor shall submit cost, resource and other information on the requested services in accordance with Article 3 of this Agreement; and

WHEREAS, the Contractor's submission of cost, resource and other information is voluntary and is not a reimbursable expense;

the LCS, the FMD and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of the request for proposals, the Contractor's transmittal letter and proposal, this Agreement and Personnel Rates – Exhibit A, Task Order Assignment Agreement 16-44-19-01, Contractor's Proposal dated August 12, 2019, Amendment Number 1 to Task Order Assignment Agreement 16-44-19-01 and Contractor's Proposal dated February 28, 2020. These documents form the Contract, and all are as fully part of the Contract as if attached to this Agreement or repeated herein. If a conflict exists between an express provision of this Agreement and any other Contract Document, the provisions of this Agreement shall control.

ARTICLE 2

2.1. Inventory of Facilities and Properties. Upon receipt of a notice to proceed, the Contractor shall conduct an ongoing review of existing inventory data of the state's facilities and properties, including related asset inventory, throughout the state. The tasks include:

2.1.1. compiling, updating, maintaining and refining the existing web-based comprehensive inventory of state-owned and state-leased facilities and properties, including its geographic information system (GIS) locations mapping;

2.1.2. integrating building occupancy information from the Statewide Human Resources Accounting and Management Reporting System (SHARE);

2.1.3. developing location assignment information for state agencies and employees;

2.1.4. working with the FMD and other state agencies to obtain facility condition assessment information as it becomes available, including working with agencies to ensure data consistency statewide;

2.1.5. revising data as state agencies identify incorrect, missing or clarifying information;

2.1.6. collaborating with LCS and FMD staff on the potential for linking agency data to a facility's or facilities' information system;

2.1.7. recommending actions necessary to transition the inventory database for state operation and maintenance and links to and integration with SHARE;

2.1.8. recommending policies and procedures regarding updates to the inventory by state agencies while ensuring timeliness, quality and data integrity;

2.1.9. recommending information to the CBPC, in coordination with LCS and FMD staff, on inventory data that may need to be protected for safety or security purposes; and

2.1.10. recommending to the CBPC developments, improvements and refinements of the inventory of facilities and properties.

2.2. Master Planning. Upon receipt of a notice to proceed, the Contractor, at the direction of the CBPC, shall review the existing master plans for the greater metropolitan areas of Las Cruces, Santa Fe and Albuquerque and the status of the development of an overall master plan for the entire state, including:

2.2.1 presenting to the CBPC the activities required and proposed schedules for updates to the existing metropolitan master plans and the development of an overall master plan for the entire state;

2.2.2. proceeding with the updates to the existing metropolitan master plans and development of an overall master plan for the entire state as directed by the CBPC and in collaboration with the LCS, the FMD and other state agencies on verification, validation, refinement and other revisions as necessary, including:

2.2.2.1. incorporation of individual agencies' master plans with the metropolitan and statewide master plan;

2.2.2.2. refined agency location criteria;

2.2.2.3. revised campus and site development criteria;

2.2.2.4. updated capital strategies, including new sites or facilities, renovations, acquisitions and associated costs for relocation and transitional space;

2.2.2.5. updated architectural drawings; and

2.2.2.6. periodic reevaluation of existing master plan strategies;

2.2.3. using the inventory of facilities and properties to develop a strategic overall master plan;

2.2.4. conducting strategic analyses, in consultation with the respective agencies, to identify opportunities and constraints to the efficient and effective services to the public, including the co-location of agencies where feasible and economically advantageous to the state;

2.2.5. recommending strategic management of state facilities and properties while considering an agency's mission requirements, ownership and operation costs, adequacy evaluation and condition assessment; and

2.2.6. collecting and reporting information on local areas and the respective local public bodies, as that information relates to population, economic activity and other factors that help to identify master plan alternatives for expansion, contraction, upgrades or land or facility acquisition or disposition.

2.3. Review of Lease-Purchase Agreements. Upon receipt of a notice to proceed, the Contractor shall assist the CBPC in its review of lease-purchase agreements, including:

2.3.1. hosting, maintaining and updating the LCCA as needed;

2.3.2. assisting an agency in using the LCCA tool before the agency submits a lease-purchase proposal to the CBPC;

2.3.3. performing an LCCA on state facilities or properties as directed by the CBPC or in preparation for a lease-purchase review pursuant to Section 15-10-2 NMSA 1978; and

2.3.4. updating information in the use of the LCCA tool as needed.

2.4. Other Services. Upon receipt of a notice to proceed, the Contractor shall provide other services as directed by the CBPC or as requested by the LCS, including:

2.4.1. recommending strategies, based on master plans and the statewide inventory, to address deferred maintenance, lease renewal, renovations or disposal of facilities or properties;

2.4.2. developing recommendations on the lease, lease-purchase or purchase of facilities or properties;

2.4.3. reviewing other states' best practices for master planning, inventory and utilization of state facilities and properties;

2.4.4. research and studies relating to state facilities and properties with respect to deficiency assessment and investigation, analysis of facility construction cost and schedules, asset management, feasibility studies, space use assessment and planning and other facility- and property-related services as requested;

2.4.5. attending the meetings of the CBPC; and

2.4.6. attending and facilitating work group meetings of the LCS and the FMD, and possibly other state agencies, prior to and in preparation for CBPC meetings.

2.5. Ongoing Task Order Assignments Under Contract No. 16-44. The Contractor shall complete work assigned under Task Order Assignment 16-44-19-01 and Amendment Number 1 to that Task Order pursuant to the terms and compensation rates of those Agreements, except that the work completion dates for the Task Order Assignments are extended to November 10, 2020.

ARTICLE 3

TASK ASSIGNMENTS

The services of the Contractor will be on an as-needed basis and shall be performed under the direction of the CBPC or the CBPC's designee, the LCS. When the services of the Contractor are desired, the CBPC's designee will provide the Contractor with a letter-form Request for Task Order Assignment Proposal. The Contractor's complete Task Order Assignment Proposal shall be no more than five (5) pages and consist of a cover letter and the following items:

- A. Contractor's scope of services;
- B. Project schedule;
- C. Fee summary;
- D. Proposed staffing/subcontracts; and
- E. Identification of any contracts with other governmental or private entities that may pose potential conflicts of interest.

The CBPC staff will review and evaluate proposals for all tasks and negotiate a cost for performing the task based on hourly rates specified in this Agreement. Upon arriving at a mutually agreeable scope of work, schedule and not-to-exceed cost, a Task Order Assignment Agreement will be executed, after which the LCS will issue a Notice to Proceed.

The CBPC is under no obligation to assign tasks to the Contractor, and no payment will be made to the Contractor, except for those tasks assigned by a Task Order Assignment Agreement. The CBPC has the right to decrease the scope or terminate any task at any time and for any reason upon written notice from the LCS.

ARTICLE 4

COMPENSATION

Basic Services. The LCS shall pay the Contractor at the hourly personnel rates specified in the Personnel Rates — Exhibit A for the professional services requested and accepted by the LCS on behalf of the CBPC. The total amount for all contracts shall not exceed one hundred sixty thousand dollars (\$160,000), including applicable New Mexico gross receipts tax. Payment shall be made upon receipt and review by the LCS of a detailed statement from the Contractor of the work performed in the month preceding the month the bill is submitted.

The FMD shall pay the Contractor at the hourly personnel rates specified in the Personnel Rates — Exhibit A for the professional services requested and accepted by the FMD on behalf of the CBPC. Payment shall be made upon receipt and review by the GSD of a detailed statement from the Contractor of the work performed in the month preceding the month the bill is submitted.

ARTICLE 5

TERM OF AGREEMENT

Term. This Agreement is effective when signed by all parties to the Agreement and shall extend for a period of one (1) year from the effective date, unless it is terminated earlier pursuant to Article 6 of this Agreement. This Agreement may be renewed for additional one- (1-) year terms by mutual agreement of the LCS and the Contractor; provided that renewals shall not exceed a total of three (3) additional years. Not later than thirty (30) days prior to the applicable renewal date pursuant to this article, the Contractor may submit a revised personnel rate schedule as part of the renewal for consideration by the LCS.

ARTICLE 6

GENERAL AND SPECIAL PROVISIONS

6.1. Termination. This Agreement may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party shall not nullify obligations or liabilities already incurred for the performance or for failure to perform prior to the date of termination.

6.2. Status of Contractor. The Contractor and the Contractor's agents and employees are independent contractors performing master planning services for the LCS on behalf of the CBPC and are not employees of the State of New Mexico (State). The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State by virtue of this Agreement.

6.3. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the LCS.

6.4. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement, other than those services already indicated in the Contractor's description of services in the response to the Request for Proposals, without the prior written approval of the LCS.

6.5. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the LCS to recover excessive or illegal payments.

6.6. Release. The Contractor shall, upon final payment of the amount due under this Agreement, release the LCS on behalf of the CBPC, its officers and employees and the State from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor shall not purport to bind the State to any obligation not assumed in this Agreement by the State, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

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

6.8. Product of Service; Copyright. All designs, drawings, specifications, maps, reports, software or databases, notes and other work developed or acquired by the Contractor under this Agreement, including ownership of any copyrights to work produced under this Agreement, shall be transferred to and become the exclusive property of the State, and all material developed or acquired by the Contractor under this Agreement shall become the property of the State and shall be delivered to the LCS not later than the termination date of this Agreement. The Contractor and the LCS acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under this Agreement.

6.9. Conflict of Interest; Governmental Conduct Act. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would

conflict with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee or former state employee, have been followed.

6.10. Amendment. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties.

6.11. Merger. This Agreement shall incorporate all of the agreements, covenants and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged in this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless included in this Agreement.

6.12. Applicable Law. This Agreement shall be governed by the laws of the State.

6.13. Waiver. No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

6.14. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature or other funding agency. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, this Agreement shall, notwithstanding the provisions of any other article of this Agreement, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6.15. Notice. The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

6.16. Equal Opportunity Compliance. The Contractor shall agree to abide by all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor shall agree to take appropriate steps to correct these deficiencies.

6.17. Dispute Resolution. If a dispute arises under the provisions of this Agreement, the parties shall make a good faith attempt to mediate the dispute through a mediator agreed to by the parties. If the parties cannot agree to a mediator, then the mediator shall be designated by the presiding judge of the First Judicial District Court. If the dispute is not resolved by mediation, the parties shall submit the dispute to binding arbitration. The arbitration shall be governed by the provisions of this section and the provisions of the Uniform Arbitration Act.

6.18. Indemnity. The Contractor shall hold harmless and indemnify the State against any injury, loss or damage, including cost of defense, arising out of the negligent acts, errors or omissions of the Contractor.

6.19. Severability. It is the intention of the parties to this Agreement that if any provision of this Agreement is illegal, invalid or unenforceable under law effective during the term of this Agreement, the remainder of this Agreement shall not be affected.

6.20. Interchangeable Terms. For the purposes of all provisions within this Agreement and all attachments to this Agreement, the terms "Agreement" and "Contract" shall have the same meaning and are interchangeable.

6.21. Number of Documents. This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

6.22. Contract Documents. The Contract Documents, which constitute the entire Agreement between the LCS and the Contractor, are listed in Article 1 and, except for modifications issued after execution of this Agreement, are listed as follows:

CONTRACT DOCUMENTS

Request for Proposals (dated March 20, 2020)
Contractor's Transmittal Letter and Bid Proposal (dated April 10, 2020)
This Agreement
Personnel Rates — Exhibit A
Task Order Assignment Agreement 16-44-19-01
Contractor's Proposal dated August 12, 2019
Amendment Number 1 to Task Order Assignment Agreement 16-44-19-01
Contractor's Proposal dated February 28, 2020

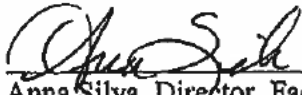
EXECUTED:

This Agreement is entered into by:



RAUL E. BURCIAGA, Director
Legislative Council Service
on behalf of the Capitol Buildings
Planning Commission

Date: 6/12/20



Anna Silva, Director, Facilities
Management Division, General
Services Department

Date: 6/11/20



JOHN PETRONIS, AIA, AICP, REFP
President, Architectural Research
Consultants, Incorporated

Date: June 12, 2020

N.M. License No. # NM Architect 2293

N.M. Tax I.D. # [REDACTED]

Federal Tax I.D. # [REDACTED]