

**CITY OF SANTA FE
AMENDMENT No. 1 TO
AIA B101 ITEM#18-0314**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated 03/27/2018 (the "Agreement"), between the City of Santa Fe (the "City") and Barbara J Felix Architecture & Design, LLC dba Barbara Felix Architecture + Design (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide the following:
- B. Pursuant to Article 10.19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES.

Article 1.1 of the Agreement is amended, so that Article 1.1 reads as follows:
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1: This agreement encompasses professional design services engaged to develop comprehensive plans and construction documents and all other associated design services for the CIP# 689F, Santa Fe Train Depot Historic Renovation. The terms of this agreement are established upon the Request for Quotes (RFQ) Dated 08/28/2017, the proposal from Barbara Felix Architecture and Design (BFA+D) dated 12/04/2017, the proposal from Barbara Felix Architecture and Design (BFA+D) dated 10/15/2018 and the scope of work outlined in the New Mexico State Historic Preservation Division Certified Local Grant Agreement #35-18-161419.016. The design services shall follow in accordance with these Exhibits except as they are materially succeeded by the terms of this Agreement.

See Section 12 for listing of all contract documents related to this procurement.

In event of a conflict between or among the Contract Documents, the following order of priority shall be:

1. This Agreement
2. Exhibit A: City of Santa Fe Train Depot Scope of Services 1/29/2018
3. Applicable CES Terms and Conditions
4. Exhibit B: CES Award Letter for BFA+D
5. Exhibit C: Design Professional Proposal Dated 12/04/2017 I March 19, 2018
(Revision to align with B10I)
6. Exhibit F: Design Professional Proposal Dated 10/15/2018

2. COMPENSATION.

Article 11, paragraphs 11.1 and 11.5, of the Agreement is amended to increase the amount of compensation by a total of \$24,999.00 so that Article 11, paragraphs 11.1 and 11.5 reads in its entirety as follows:

Schematic Design (Documentation & Assessment):	\$4,608.59	10%
Design Development	\$9,217.19	20%
Construction Documents:	\$16,130.62	35%
Bidding:	\$2,304.84	5%
Permitting:	\$1,383.12	3%
Construction Administration / Observation:	\$11,522.03	25%
Project Close-Out	\$921.72	2%
Total Basic Compensation (including NMGR):	\$46,088.11	100%
Allowance (Reimbursable Expenses (including NMGR):	\$9,598.71	0%
Allowance: Structural Engineering (including NMGR):	\$2,168.75	0%
Total Compensation: Structural Engineering (including NMGR):	\$57,855.57	100%

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:


ERIK LITZENBERG
CITY MANAGER

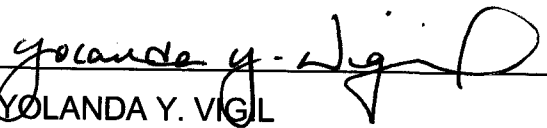
Date: 1/14/19

CONTRACTOR:



BARBARA J FELIX
PRINCIPAL

Date: 1/15/2019

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:


ERIN K. MCSHERRY
CITY ATTORNEY

12/13

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

By 12/27

BU/LI 52861.572960

**CITY OF SANTA FE
FACILITIES DIVISION
P.O. BOX 909
SANTA FE, NEW MEXICO 87504-0909
(505) 955-5937**



SCOPE OF SERVICES for PROFESSIONAL DESIGN SERVICES

City of Santa Fe

CIP #689F - SANTA FE TRAIN DEPOT RESTORATION DESIGN SERVICES

Attention:

J Sam Burnett, Facilities Division Project Administrator

2651 Siringo Road, Bldg. E

Santa Fe, NM 87505

Phone #955-5933 FAX #955-5969

Email: jsburnett@santafenm.gov

PROJECT LOCATION

410 South Guadalupe Street, Santa Fe, New Mexico 87501

BACKGROUND & SUMMARY

Serving the citizens of Santa Fe since 1908, the Santa Fe Train Depot is an iconic building of historical significance in the heart of the Railyard District. The City of Santa Fe has identified the Train Depot as a priority for restoration and preservation. The City is actively seeking quotes from **professionals who possess an expertise in building assessment and design focused on historic preservation** to analyze and develop comprehensive plans and specifications for the exterior restoration of the Train Depot.

A comprehensive analysis of the building will include the following items:

- A. The Building's Drainage systems
- B. The Building Envelope: Exterior Walls
- C. The Building Envelope: Exterior Wood Work
- D. The Building Envelope: Parapets
- E. The Building Envelope: Roof
- F. The Building's Windows and Doors
- G. Hazardous Materials Abatement
- H. Code and Historic Compliance

In addition to the items above the selected design professional will also identify any related work required to address these items. The plan and schematics should be presented in a manner that allows for the City to break the exterior restoration into phases as needed. The chosen design professional specialized in historic preservation shall develop a restoration plan that includes drawings and specifications that are bid and permit ready.

SCOPE OF SERVICES

The following items shall be specifically included within the usual and customary scope of basic professional historic preservation design services required to complete a project of this nature including all requisite coordination with authorized City Staff and any other associated consultants, contractors, vendors and manufacturers to insure the completion of comprehensive, warranted (as applicable) systems per the agreed upon project scope and in accordance with the construction documents and all applicable local codes. Special consideration will need to be paid to the historic significance of this building. All designs and specifications produced shall preserve historic materials and match the building's historic character and appearance, shall remain true to the specifications of the Topeka and Santa Fe Railroad, and shall be approved by the Santa Fe Historic Preservation Division. All designs and specifications shall actively work to preserve the existing historic materials and shall adhere to the City's 30% replacement rule, which stipulates that a minimum of 30% of any material must be beyond repair before it may be replaced rather than repaired.

Review of the facility including visual inspection of its features and amenities to itemize and record the specific needs, take photographs and measurements, coordinate with City Staff to evaluate priorities and gather any other relevant information, sampling or testing deemed necessary to assess the applicable design criteria, recommend a scope of work and to complete the required construction documents.

Provide recommendations to authorized City Staff regarding all conclusions made under Scope of Services item (1) above and consult with authorized City Staff to determine the exact scope of improvements at the facility.

Provide a detailed historic preservation design services schedule including the anticipated timeline to completion of construction documents for the project and work with the City to determine exact deadlines for review and final documents.

Work with authorized City Staff to itemize and gather all available existing conditions information, plats, surveys, facility plans, etc. required to complete the construction documents and permit packet. As deemed necessary, the City will provide for the acquisition of any such required information that dictates new survey drawings, etc. or that have an associated expense.

Provide construction documents suitable for bid, permit and contract stamped and signed by a qualified Landscape Architect, Architect or Engineer licensed in New Mexico, covering the agreed upon scope of improvements. All drawings and specifications issued to the City shall comply with the 2010 ADA Standards for Accessible Design for State and Local Government Facilities: Title II all current codes adopted by the State of New Mexico Construction Industries Division (CID) for remodeling of existing municipal facilities and meet all CID permitting requirements.

Act as the Owner's agent to fulfill all Historic Preservation Division or Historic Districts Review Board approval requirements and assist the City with completing all required administrative approvals.

Assist the City in obtaining competitive construction bids or securing a cooperative agreement of construction and in executing one contract to complete the determined scope of improvements at the facility.

Submit the construction documents and application for permit to CID for approval along with the associated plan review fee.

Provide construction administration services throughout the construction and close out phase including, organization and attendance of preconstruction meetings, progress meetings, site visits to assess work progress and adherence to the construction documents, review of and any required action on all submittals, change requests, requests for information and payment applications, etc.

Provide advisement and consultation to the City as determined necessary by authorized City Staff regarding any required or other deviations from the original contract documents performed by the contractor.

Provide the City with hard copy full sized sets of as-built drawings and electronic files of all record drawings and specifications. The drawings shall be submitted in PDF format with each drawing sheet as a separate file and in AutoCAD format (version 2013 or earlier) in a print ready state. This submittal shall be a requirement of final payment in full for this scope of design services.

The designs and specifications developed by the selected design professional specialized in historic preservation shall require the approval of the Historic Preservation Department before a permit for any portion of the work can be requested to ensure the design and specifications meet the Historic Preservation Divisions' preservation standards.

Any additional work required by agreed upon changes to the scope of services, contract documents and/or scope of the improvement project will be considered additional services. All available drawings and records of the facility relevant to this scope will be open for review at the Facilities Division Office and/or online (see below) during the period of the RFQ, with copies made on request. Please contact the PA to schedule an appointment.

Award of Contract will be based upon a lump sum price and schedule for design services. Time is of the essence. Please attach a brief summary of preservation knowledge and experience with similar work on municipal facility design and construction administration with this proposal.

Additions, changes, corrections will be by addendum only. All queries shall be submitted to this office in writing.

REFERENCE INFORMATION & MATERIALS

Upon issuance of this RFQ, support documentation will be e-mailed to each recipient. This folder will contain the following information:

1. Watson Report

CONTRACT/SCHEDULING

Prior to quotation, the design professional shall perform a walk-through summary inspection of the facility and related components. Contact the Project Administrator for scheduling. Please submit quotations by the date indicated above. Late proposals will not be accepted.

Upon acceptance of the *qualified* low quote, a Professional Services Agreement (PSA) between The City of Santa Fe and the design professional specialized in historic preservation will be submitted to the successful proponent for review and recognition of the general terms of the contract and then routed for signatures to the City Manager along with the required documentation. Upon

completion of obtaining City signatures the successful proponent will review and sign the contract at the City Clerk's Office. After the contract is recorded by the City Clerk, one original contract will be forwarded to the signatory along with a Purchase Order to initiate the contract. The Notice to Proceed per the PSA will be issued thereafter.

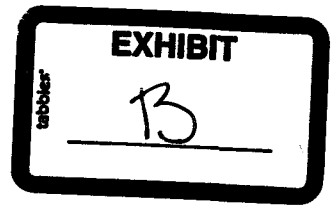
The City will require the following information from prospective design professionals:

1. A summary of Representative Projects that demonstrate the professional's successful experience with this type of project.
2. A summary of the design team including all sub-consultants and their respective specializations and your teams approach to the project.

The City will require the following information from the successful proponent in order to draw up the PSA:

1. Proposal including detailed scope of work, inclusions and exclusions, etc.
2. IRS Form W-9
3. New Mexico Taxation and Revenue Department CRS number
4. City of Santa Fe Business Registration or License number
5. Certificate of Liability Insurance (\$1,000,000 aggregate professional liability, each occurrence) with the City of Santa Fe named as additionally insured

(General Liability and/or Workers' Compensation may be required at a later date)



COOPERATIVE EDUCATIONAL SERVICES

October 26, 2018

Contract Award Letter

Barbara Felix
BARBARA FELIX ARCHITECTURE + DESIGN, LLC
511 Agua Fria Street
Santa Fe, NM 87501

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

19-01B-C1015-ALL Architecture Design Services, Landscape

Dear Ms. Felix,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2019-001 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed *Acceptance of Offer and Contract Award* is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Barbara Felix Architecture + Design (BFA+D), in business since 1998, is an award-winning, full-service architecture firm with experience in a wide variety of projects in New Mexico. Expert in assessment and evaluation, master planning, architectural design, interiors (FF&E), owner representation, project management, historic preservation, programming, and tribal work. BFA+D has the expertise and experience to assist CES, its Members and Participating Entities in achieving innovative, world-class design solutions for their new and/or renovated facilities.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

A handwritten signature in black ink, appearing to read "David Chavez". The signature is written in a cursive style with a large, looping flourish at the end.

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

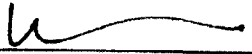
**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2019-001

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company Name Barbara Felix Architecture + Design, LLC
Address 511 Agua Fria Street City Santa Fe State NM Zip 87501
Contract Contact Person Barbara J. Felix
Authorized Signature  Printed Name BARBARA J. FELIX

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

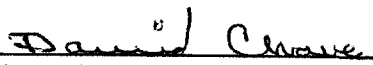


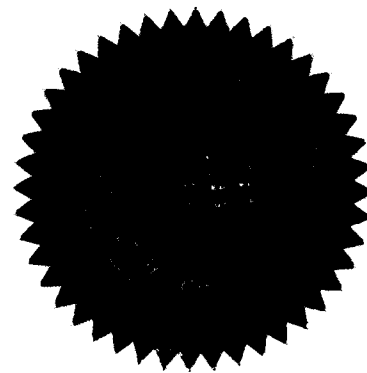
If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, check the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.


CES Authorized Signature
Awarded this 26th day of October, 2018



PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

City of Santa Fe – Santa Fe Train Depot Rehabilitation Design Services
 December 4, 2017 | March 19, 2018 (Revision to align with B101)

This Proposal is for Architectural Services between:

Owner: City of Santa Fe Public Works (RFP #689F)
 2651 Siringo Rd. Building E
 PO Box 909
 Santa Fe, NM 87504
 Contact: J. Sam Burnett, Project Administrator | 505-955-5933

Architect: Barbara J. Felix Architecture + Design, LLC ("BFA+D")
 511 Agua Fria Street
 Santa Fe, NM 87501
 Contact: Barbara J. Felix, AIA, LEED AP | 505-820-1555

A. SCOPE OF WORK

The City of Santa Fe (City) is requesting design services for the maintenance and repair of the exterior of the historic Santa Fe Train Depot located at 410 S. Guadalupe St. in the Railyard area of Santa Fe, NM. The building is a landmark building in the City and is listed on the State Register of Cultural Properties (HPD #350/State Register #807). The building, while owned by the City, is managed by the Railyard Community Corporation and is occupied by the Santa Fe Southern Railway, Santa Fe Visitors Bureau, Santa Fe Police Bicycle Team, and the Ecomotive Electric Bike Shop.

It is the intention to preserve all historic materials, per City requirements, including that 30% of any historic material shall be beyond repair if it is to be replaced. Any replaced materials and all repair work is to be in keeping with the building's historic character and appearance. Preservation documents are to be prepared based on a verification of, and any required updates to, the June 2009 Conditions Assessment Report and Preservation Plan (2009 Assessment) completed by Watson Conserves. This verification and updates to this report shall be performed during the Schematic Design Phase to show the design prepared by the Architect addresses all current conditions. Based on this report, the City has identified the following priorities for the maintenance and repair of the building's exterior.

- **Exterior Building Envelope:**
 - **Walls:** The pebbledash stucco finish is delaminating in a number of locations and recent repairs are not in keeping with the historic finish. Santa Fe. In addition, the soft-fired brick at the three flat-roof portals is loose and broken in multiple locations.
 - **Woodwork:** The majority of exterior wood, at a minimum, needs to be scraped and re-painted; some wood shows rot and will need to be repaired and or replaced (with Dutchmen repairs and/or wood epoxy).
 - **Windows + Doors:** Windows are to be scraped and painted. Exterior doors are not original and the City has requested options for replacing these doors, while still maintaining security for tenants. Included is the replacement of the northeastern exterior door.
 - **General:** Final paint colors are to match the original/historic Atchison, Topeka and Santa Fe colors.
- **Exterior Drainage/Roofing:**
 - **Flat Roofs and Associated Parapets:** The flat roofs on the north, south, and west side of the building are in poor shape and in need of replacement. The parapets at these locations are in poor condition and need repair and/or further consideration on how to reduce cracking which is allowing water behind the pebbledash stucco further damaging the stucco and the brick. Note: The red clay tile roofs will remain with some minor repair for reducing bird/pest and possible valley repair. Areas of the tile roof that are leaking will be assessed and specifications provided for it's repair.
 - **Internal Drainage/Roof Drains:** Interior roof drains have become clogged and need to be cleaned and/or enlarged and may require additional gutter and downspouts (repair and/or new). There may be additional need for site drainage at the brick trackside platform to reduce potential ponding and freezing.
- **Identification of Hazardous Materials for Abatement + Code Compliance:**
 - A plan for Lead Based Paint (LBP) mitigation will be provided.
 - Drawings will be provided to allow for bidding and permitting of the proposed work.

Barbara J. Felix Architecture + Design, LLC

511 Agua Fria Street Santa Fe, NM 87501 t: 505.820.1555 f: 505.820.1527

B. SCOPE OF SERVICES

The Architect will provide design and documentation services for the maintenance and repair of the Depot. Services will include the following:

1. **Schematic Design:** *Confirm the form, function, and image of the project.*
 - a. Review and update the 2009 Assessment as needed to understand and document the extent of additional damage since 2009 on the building exterior. Confirm primary dimensions.
 - b. Determine, with non-forensic paint sampling, close approximation of paint colors and plan for forensic paint matching by General Contractor (GC).
 - c. **Meetings:**
 - 1) (1) Meeting with the Construction Industries Division (CID) – the Authority Having Jurisdiction (AHJ) – for establishing permit requirements.
 - 2) (1) Progress Meeting with Owner to review preferred materials (for roofing), proposed repairs, update the probable cost of the project, and schedule.
 - d. **Architect Deliverables:**
 - 1) **Memo/Report:** A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope, probable cost estimate, and schedule.
 - 2) **Drawings:** 30% Floor plans, reflected ceiling plan (for exterior spaces), and exterior elevations.
 - e. **Owner Deliverables:**
 - 1) 30% Design Review: written approval of Schematic Design documents prior to beginning Design Development.
 - 2) Legal lot of record, warranty deed, survey, and other site information that may be required for building permit.
2. **Design Development Phase:** *Refine the design concept and requirements.*
 - a. Drawings and outline specifications quantifying the proposed work.
 - b. **Meetings:**
 - 1) (1) Progress Meeting with Owner to review progress, update the probable cost of the project, and schedule.
 - c. **Architect Deliverables:**
 - 1) **Drawings:** 60% Floor plans, reflected ceiling plan (for exterior spaces), exterior elevations, and major details.
 - d. **Owner Deliverables:**
 - 1) 60% Design Review: written approval of Design Development documents prior to beginning Construction Documents.
3. **Construction Document Phase:** *Produce the construction documents.*
 - a. Prepare set of construction documents that will include detailed information concerning the architectural and historic design requirements for the scope of work. Establish quality levels of materials and systems in full specifications.
 - b. Provide drawings incorporating dimensions, materials, finishes, and details, necessary for the project:
 - Site Plan
 - Demolition Plans
 - Floor Plans
 - Roof Plans
 - Building and Wall Sections (if needed)
 - Reflected Ceiling Plans (exterior spaces)
 - Details
 - Materials and Color Samples
 - c. **Meetings:**
 - 1) (1 to 2) Progress Meetings with Owner to re-confirm contract requirements (for bidding) and for review of project status.
 - 2) (1) Meeting for establishment of requirements for selection of a GC/assistance with the bidding documents. Bid documents to be prepared by the City of Santa Fe.
 - d. **Architect Deliverables:** 90% and 100% Drawings and Specifications for final bidding/cost by GC.

- e. **Owner Deliverables:**
 - 1) 90% Design Review: written approval of Construction Documents; direction on bid documents/contract for GC.
 - 2) 100% Design Review: written approval of stamped plans.
- 4. **Bidding Phase:** Assist the Owner with obtaining qualified GC to perform the work.
 - a. Architect assumes work will be done via traditional design-bid-build method, meaning Owner will select a GC through a traditional bid that occurs at the end of the Construction Document Phase. Architect will assist the Owner in the development of bid documents (based on the City's preferred contract or agreement and RFP process).
 - b. During bidding, the Architect will answer bid questions and provide addenda as necessary to document clarifications to bid documents.
 - f. **Meetings:**
 - 1) (1 to 2) Meetings to review/comment on City preferred contract; provide documentation for contractor selection, and to assist with selection of a qualified GC.
 - g. **Architect Deliverables:**
 - 1) Recommendation for GC; assistance with contract negotiations. Both to be provided as requested by the Owner.
 - h. **Owner Deliverables:** Signed contract with GC.
- 5. **Permit:** Prepare documents for submission to the AHJ for permit.
 - a. Complete documents for the obtainment of a building permit for the proposed work. Owner and Architect to discuss pros and cons of having the A/E team, the Owner, or the selected GC apply for the building permit, including potential schedule impact and field issues.¹
 - b. Architect will work with the City to answer any questions during the permit process.
 - c. **Architect Deliverables:** Paperwork needed for permit.
 - d. **Owner Deliverables:** Monies needed for permit.
- 6. **Construction Observation/Administration Phase:**
 - a. Observe construction compliance, in accordance with AIA-A201, General Conditions of the Contract for Construction and with the permitted drawings during this phase. Weekly project meetings will be conducted at the site in order to resolve conflicts or issues arising during construction. The weekly project meeting will include the Owner, GC, Sub-contractors, and Engineers (as needed) in order to provide ongoing monitoring of progress and quality. Either directly before or after the weekly project meeting, the Architect will observe the work in progress and issue field reports confirming work completed to date and potential field issues needing resolution.

Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but are rather to allow the Architect and its consultants, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. We reserve the right to bill additional services for excessive site inspections not the fault of the design and for changes in design during construction.
 - b. The Architect will review pay applications, review shop drawings, and track the schedule. Architect will answer Requests for Information and issue Architect's Supplemental Information forms in a timely fashion.
 - c. Architect will review the Contractor's Punch List and make corrective recommendations where needed.
 - d. Architect will review the Record Drawings and Operations & Maintenance Manuals (both provided by the GC) for completeness.

¹ Owner has requested the Architect include the cost of the permit review portion of the permit cost in their fee. Architect highly recommends the Owner have the selected GC obtain the building permit from CID and that the permit cost be included in their construction cost. In the Architect's experience, if the GC obtains the permit then any field changes or clarifications that may be required by the AHJ are the responsibility of the GC to coordinate and provide; this greatly reduces confusion in the field while also keeping construction related activities (means and methods) in the control of the GC. Additionally, CID requires a licensed GC be listed on the permit application.

- e. **Meetings:** Weekly project meetings to be conducted at the project site. It is unknown at this point how long construction will take.
 - f. **Architect Deliverables:**
 - 1) The Architect will issue a Punch List, followed by a Certificate of Substantial Completion noting outstanding issues, confirm that lien waivers were provided, and note what is required for a Final Pay Application.
 - 2) Architect will provide AutoCAD and PDF copies of the 'Bid and Permit Set' drawings for the Owner's record.
 - g. **Owner Deliverable:**
 - 1) Written confirmation that Certificate of Substantial Completion has been provided identifying outstanding issues and corrective recommendations.
7. **Project Close-Out:**
- a. 10 to 11-month warranty walk-through will be conducted with Owner and General Contractor. Architect will confirm outstanding warranty items are identified and corrective recommendations/resolutions are in place prior to warranty period expiring.
 - b. **Architect Deliverables:** The Architect will issue a brief memo/letter outlining any corrective recommendations that may be needed.
 - c. **Owner Deliverables:** Written confirmation that memo/letter identifying unresolved issues has been received and that project has been closed.
8. **Additional Comments/Notes regarding Project Scope:** *Note: all can be included for additional fees.*
- a. **MEP Engineering:** Not included.
 - b. **Civil Engineering:** Not included.
 - c. **Site Utilities:** Not included.
 - d. **Landscaping:** Not included.
 - e. **Fire Protection:** Not included.
 - f. **Model Energy Code:** Not included.
 - g. **Detailed Cost Estimating:** Not included.
 - h. **Asbestos & Environmental Testing or Abatement:** Not included.
 - i. **LEED Certification:** Not included.
 - j. **Record Documents (Post-Construction):** Not included.

C. SCHEDULE OF WORK

Work can commence immediately upon signing this Proposal or a Contract. Based on the Architect's current workload, the following schedule of work is proposed. Bidding, Permit, Construction Administration, and Project Close-Out will be impacted by Owner and GC requirements/schedule.

Phase	Duration *
1a. Schematic Design (Documentation + Assessment Confirmation)	2-4 weeks
1b. Design Development	4-6 weeks
2. Construction Documents	8-10 weeks
3. Bidding.....	TBD
4. Permit	TBD
5. Construction Administration/Observation	TBD
6. Project Close-Out	TBD

* *The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by the Owner, or for delays or other causes beyond the Architect's reasonable control, including but not limited to review and approval times required by public authorities having jurisdiction over the Project and/or internal reviews by the Owner.*

D. PROPOSED FEES

The fee for the scope of work is \$23,750 plus NMGR T and expenses as listed below. The fee is 9.5% of a preliminary construction budget of \$250,000. Expenses are estimated and may vary. Fees are billed in monthly invoices based on the percentage of work completed in each phase.

Item	%	Fee	NM GRT	Sub-Total
1a Schematic Design				
Documentation + Assessment Confirmation	10%	\$2,375	\$200.39	\$2,575.39
1b Design Development	20%	\$4,750	\$400.78	\$5,150.78
2 Construction Documents	35%	\$8,313	\$701.37	\$9,013.78
3 Bidding	5%	\$1,188	\$100.20	\$1,287.70
4 Permit	3%	\$713	\$60.12	\$772.60
5 Construction Observation/Administration	25%	\$5,938	\$500.98	\$6,438.48
6 Project Close-Out	2%	\$475	\$40.08	\$515.08
	100%	\$23,750	\$2,003.91	\$25,753.91

*see item E. Reimbursables for information on structural expenses, if needed.

E. REIMBURSABLE + DIRECT EXPENSES

Typical expenses incurred for the project include, but are not limited to, consultants, plotting, printing, blueprinting, photography, mailing, long distance telephone, and travel expenses incurred on your behalf and are billed as a reimbursable at direct cost in addition to our proposed fees. Direct costs are costs that the Architect has for plotting and/or copying at their office. See Exhibit A. Unbilled Reimbursable or Direct expenses shall convert to fee for the Architect.

Reimbursable/direct expenses are estimated at \$4,550² plus NMGR T for total of \$4,933.91.

The Architect recommends a \$2,000 allowance plus NM GRT (a total of \$2,168.75) for potential structural services which will be billed hourly as needed. Structural Engineer will be as follows; hourly rate is \$250 per hour. Hands Engineering did the original structural review work in the 2009 Watson Report.

Hands Engineering, LLC
Jim Hands, PE
914 Baca St., Suite A
Santa Fe, NM 87505

F. Total Compensation, including fees, expenses, and NMGR T = \$32,856.57

G. ADDITIONAL SERVICES

Additional Services include items not specifically mentioned in the Agreement will be billed at the Architect's or the associated Consultant's hourly rates (see Exhibit A). No additional services will be billed unless with written approval from the Owner. Additional Services may also include, but are not limited to:

1. Revisions and/or changes originating with the Owner to approved findings/report/drawings;
2. Change required by public agencies outside the scope of the Architect's responsibilities (these would include, but are not limited to, enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments).

H. DISPUTES/RESOLUTION

Any claims or disputes made during design, construction or post-construction between the Owner and Architect shall be submitted to non-binding mediation. Owner and Architect agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

² Permit expense included estimate of CID permit application cost of \$100. See item E on this page for additional information relating to expenses.

EXHIBIT D: Project Schedule

Work can commence upon signing a Contract and after March 23, 2018. Based on the Architect's current workload, the following schedule of work is proposed. Bidding, Permit, Construction Administration, and Project Close-Out will be impacted by Owner and GC requirements/schedule.

<u>Phase</u>	<u>Duration *</u>
1a. Schematic Design (Documentation + Assessment Confirmation)	2-4 weeks
1b. Design Development	4-6 weeks
2. Construction Documents	8-10 weeks
3. Bidding.....	TBD
4. Permit	TBD
5. Construction Administration/Observation	TBD
6. Project Close-Out	TBD

** The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by the Owner, or for delays or other causes beyond the Architect's reasonable control, including but not limited to review and approval times required by public authorities having jurisdiction over the Project and/or internal reviews by the Owner.*

List of Sub-Consultants of Record with Contact Information

Structural Consultant:

Hands Engineering LLC
914 Baca St. Suite A
Santa Fe, NM 87505
505-473-7373

*Structural consultant may be used for detailing of exterior work based on updated conditions assessment. Work will be billed hourly – allowance per the contract.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

City of Santa Fe – Santa Fe Train Depot Rehabilitation Design Services

October 15, 2018 | Amendment to Contract AIA B101-2007

This Proposal is for an Amendment to Architectural Services between:

Owner: City of Santa Fe Public Works (RFP #689F)
2651 Siringo Rd. Building E
PO Box 909
Santa Fe, NM 87504
Contact: J. Sam Burnett, Project Administrator | 505-955-5933

Architect: Barbara J. Felix Architecture + Design, LLC ("BFA+D")
511 Agua Fria Street
Santa Fe, NM 87501
Contact: Barbara J. Felix, AIA, LEED AP | 505-820-1555

A. SCOPE OF WORK

The City of Santa Fe (City) is requesting an amendment to the existing contract AIA B101-2007, Standard Form of Agreement Between Owner and Architect, dated May 23, 2018 in order to add rehabilitation of the interior of Santa Fe Train Depot to the exterior work already proposed. Located at 410 S. Guadalupe Street in the Railyard area of Santa Fe, NM, the building is a landmark building within the City and is listed on the State Register of Cultural Properties (HPD #350/State Register #807). The building, while owned by the City, is managed by the Railyard Community Corporation and is occupied by the Santa Fe Southern Railway, Santa Fe Visitors Bureau, Santa Fe Police Bicycle Team, and the Ecomotive Electric Bike Shop.

It is the intention to preserve all historic materials, per City requirements, including that 30% of any historic material shall be beyond repair if it is to be replaced. Any replaced materials and all repair work will be in keeping with the building's historic character and appearance. Preservation documents are to be prepared based on a verification of, and any required updates to, the June 2009 Conditions Assessment Report and Preservation Plan (2009 Assessment) completed by Watson Conserves. This verification and updates to this report shall be performed during the Schematic Design Phase to show the design prepared by the Architect addresses all current conditions. Based on this report, the City has identified the following priorities for the maintenance and repair of the building's interior.

- **Interior:**
 - **General:** The City will continue to use building as the main gateway for tourists into the City, as such it will continue to be occupied by the Santa Fe Visitors Bureau. Because more than 50% of the building will be rehabilitated, required upgrades to MEP systems, life-safety systems, accessibility, and other code deficiencies will be triggered. Because the building is historic, there may be some ability to negotiate some of the required upgrades, again according to the 2015 International Existing Building Code (IEBC), if they negatively impact the historic structure. Code upgrades dealing with life-safety issues are rarely negotiable.
 - The existing Santa Fe Bicycle Team may relocate to a different location allowing this space to be used for additional retail space.
 - Ecomotive Electric Bike Shop intends to stay in their current location. No changes are intended in this space other than code upgrades of MEP systems, life-safety issues, replacement of the exterior door, and window repair.
 - The Visitors Bureau is adding a large model train display in the main room. Brochure racks and space for additional tourist information is needed.
 - **Accessibility:** The interior will be evaluated for accessibility requirements and recommendations will be provided.
 - **Wall Finishes:** Interior wall finishes to be repaired based on existing damage and layout of space.
 - **Floors:** Floor finishes are not historic; it is the intention of the City to upgrade the floor finishes to something more appropriate to the era as well as easier to maintain. Floors in Ecomotive are not included.
 - **Ceiling Finishes:** Ceiling finishes are in good condition; repair work needed for upgrades to MEP systems is included.

Barbara J. Felix Architecture + Design, LLC

511 Agua Fria Street Santa Fe, NM 87501 t: 505.820.1555 f: 505.820.1527

- Mechanical, Electrical, + Plumbing (MEP):
 - Mechanical: HVAC systems will be evaluated and recommendations made for the interior spaces, including heating and cooling.
 - Electrical: Electrical systems will be evaluated and recommendations made for upgrade of the system. This will entail conversations with PNM as the point of entry at the building does not meet current code. Special systems, including data, phone, fire-alarm rough-in, and security alarm rough-in, are included.
 - Recommendations for concealing exposed conduit and wiring at the interior and exterior of the building.
 - Plumbing: Plumbing systems will be evaluated and recommendations made for new work and required upgrades.
 - Sprinkler System: Based on building size, a sprinkler system will not be required.
- Bathrooms: Recommendations for upgrades to bathrooms for accessibility, fixtures (plumbing and electrical), and finishes will be provided.
- Basement Access: Review and recommendations for access to the basement will be provided (currently accessed on the east side of the building via an exterior staircase).
- Exterior:
 - Concrete Benches: Concrete benches to be repaired based on existing damage.
- Identification of Hazardous Materials for Abatement + Code Compliance:
 - A plan for Lead Based Paint (LBP) mitigation will be provided.
 - Drawings will be provided to allow for bidding and permitting of the proposed work.

B. SCOPE OF SERVICES

The Architect will provide design and documentation services for the rehabilitation of the interior of the Depot. Services will include the following:

1. Schematic Design: *Confirm the form, function, and image of the project.*
 - a. Review and update the 2009 Assessment as needed to understand and document the extent of additional damage since 2009 on the building exterior. Confirm primary dimensions.
 - b. Determine, with non-forensic paint sampling, close approximation of paint colors and plan for forensic paint matching by General Contractor (GC).
 - c. Meetings:
 - 1) (1) Meeting with the Construction Industries Division (CID) – the Authority Having Jurisdiction (AHJ) – for establishing permit requirements.
 - 2) (1) Progress Meeting with Owner to review preferred materials (for roofing), proposed repairs, update the probable cost of the project, and schedule.
 - d. Architect Deliverables:
 - 1) Memo/Report: A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope, probable cost estimate, and schedule.
 - 2) Drawings: 30% Floor plans, reflected ceiling plan (for exterior spaces), and exterior elevations.
 - e. Owner Deliverables:
 - 1) 30% Design Review: written approval of Schematic Design documents prior to beginning Design Development.
 - 2) Legal lot of record, warranty deed, survey, and other site information that may be required for building permit.
2. Design Development Phase: *Refine the design concept and requirements.*
 - a. Drawings and outline specifications quantifying the proposed work.
 - b. Meetings:
 - 1) (1) Progress Meeting with Owner to review progress, update the probable cost of the project, and schedule.
 - c. Architect Deliverables:

- 1) Drawings: 60% Floor plans, reflected ceiling plan (for exterior spaces), exterior elevations, and major details.
- d. Owner Deliverables:
 - 1) 60% Design Review: written approval of Design Development documents prior to beginning Construction Documents.
3. Construction Document Phase: *Produce the construction documents.*
 - a. Prepare set of construction documents that will include detailed information concerning the architectural and historic design requirements for the scope of work. Establish quality levels of materials and systems in full specifications.
 - b. Provide drawings incorporating dimensions, materials, finishes, and details, necessary for the project:
 - Site Plan
 - Demolition Plans
 - Floor Plans
 - Roof Plans
 - Building and Wall Sections (if needed)
 - Reflected Ceiling Plans (exterior spaces)
 - Details
 - Materials and Color Samples
 - c. Meetings:
 - 1) (1 to 2) Progress Meetings with Owner to re-confirm contract requirements (for bidding) and for review of project status.
 - 2) (1) Meeting for establishment of requirements for selection of a GC/assistance with the bidding documents. Bid documents to be prepared by the City of Santa Fe.
 - d. Architect Deliverables: 90% and 100% Drawings and Specifications for final bidding/cost by GC.
 - e. Owner Deliverables:
 - 1) 90% Design Review: written approval of Construction Documents; direction on bid documents/contract for GC.
 - 2) 100% Design Review: written approval of stamped plans.
4. Bidding Phase: *Assist the Owner with obtaining qualified GC to perform the work.*
 - a. Architect assumes work will be done via traditional design-bid-build method, meaning Owner will select a GC through a traditional bid that occurs at the end of the Construction Document Phase. Architect will assist the Owner in the development of bid documents (based on the City's preferred contract or agreement and RFP process).
 - b. During bidding, the Architect will answer bid questions and provide addenda as necessary to document clarifications to bid documents.
 - c. Meetings:
 - 1) (1 to 2) Meetings to review/comment on City preferred contract; provide documentation for contractor selection, and to assist with selection of a qualified GC.
 - d. Architect Deliverables:
 - 1) Recommendation for GC; assistance with contract negotiations. Both to be provided as requested by the Owner.
 - e. Owner Deliverables: Signed contract with GC.
5. Permit: *Prepare documents for submission to the AHJ for permit.*
 - a. Complete documents for the obtainment of a building permit for the proposed work. Owner and Architect to discuss pros and cons of having the A/E team, the Owner, or the selected GC apply for the building permit, including potential schedule impact and field issues.¹
 - b. Architect will work with the City to answer any questions during the permit process.

¹ Owner has requested the Architect include the cost of the permit review portion of the permit cost in their fee. Architect highly recommends the Owner have the selected GC obtain the building permit from CID and that the permit cost be included in their construction cost. In the Architect's experience, if the GC obtains the permit then any field changes or clarifications that may be required by the AHJ are the responsibility of the GC to coordinate and provide; this greatly reduces confusion in the field while also keeping construction related activities (means and methods) in the control of the GC. Additionally, CID requires a licensed GC be listed on the permit application.

- c. Architect Deliverables: Paperwork needed for permit.
- d. Owner Deliverables: Monies needed for permit.

6. **Construction Observation/Administration Phase:**

- a. Observe construction compliance, in accordance with AIA-A201, General Conditions of the Contract for Construction and with the permitted drawings during this phase. Weekly project meetings will be conducted at the site in order to resolve conflicts or issues arising during construction. The weekly project meeting will include the Owner, GC, Sub-contractors, and Engineers (as needed) in order to provide ongoing monitoring of progress and quality. Either directly before or after the weekly project meeting, the Architect will observe the work in progress and issue field reports confirming work completed to date and potential field issues needing resolution.

Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but are rather to allow the Architect and its consultants, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. We reserve the right to bill additional services for excessive site inspections not the fault of the design and for changes in design during construction.

- b. The Architect will review pay applications, review shop drawings, and track the schedule. Architect will answer Requests for Information and issue Architect's Supplemental Information forms in a timely fashion.
- c. Architect will review the Contractor's Punch List and make corrective recommendations where needed.
- d. Architect will review the Record Drawings and Operations & Maintenance Manuals (both provided by the GC) for completeness.
- e. Meetings: Weekly project meetings to be conducted at the project site. It is unknown at this point how long construction will take.
- f. Architect Deliverables:
 - 1) The Architect will issue a Punch List, followed by a Certificate of Substantial Completion noting outstanding issues, confirm that lien waivers were provided, and note what is required for a Final Pay Application.
 - 2) Architect will provide AutoCAD and PDF copies of the 'Bid and Permit Set' drawings for the Owner's record.
- g. Owner Deliverable:
 - 1) Written confirmation that Certificate of Substantial Completion has been provided identifying outstanding issues and corrective recommendations.

7. **Project Close-Out:**

- a. 10 to 11-month warranty walk-through will be conducted with Owner and General Contractor. Architect will confirm outstanding warranty items are identified and corrective recommendations/resolutions are in place prior to warranty period expiring.
- b. Architect Deliverables: The Architect will issue a brief memo/letter outlining any corrective recommendations that may be needed.
- c. Owner Deliverables: Written confirmation that memo/letter identifying unresolved issues has been received and that project has been closed.

8. **Additional Comments/Notes regarding Project Scope:** *Note: all can be included for additional fees.*

- a. Civil Engineering: Not included.
- b. Site Utilities: Not included.
- c. Landscaping: Not included.
- d. Fire Protection: Not included.
- e. Model Energy Code: Not included.
- f. Detailed Cost Estimating: Not included.
- g. Asbestos & Environmental Testing or Abatement: Not included.
- h. LEED Certification: Not included.
- i. Record Documents (Post-Construction): Not included.

C. CONSULTANTS

Two consultants will be used for the proposed work:

MEP Engineering:
 Tipton Engineering, LLC
 427 Luisa Place
 Santa Fe, NM 87505
 505-310-3978

Cost Estimating (not detailed):
 Crocker Ltd.
 2019 St, Suite N-10, Unit A
 Santa Fe, NM 87505
 505-982-2448

D. SCHEDULE OF WORK

Work can commence immediately upon signing this Amendment. Based on the Architect's current workload, the following schedule of work is proposed. Bidding, Permit, Construction Administration, and Project Close-Out will be impacted by Owner and GC requirements/schedule.

Phase	Duration *
1a. Schematic Design (Documentation + Assessment Confirmation)	3-5 weeks
1b. Design Development	4-6 weeks
2. Construction Documents	8-10 weeks
3. Bidding.....	TBD
4. Permit	TBD
5. Construction Administration/Observation	TBD
6. Project Close-Out	TBD

* The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by the Owner, or for delays or other causes beyond the Architect's reasonable control, including but not limited to review and approval times required by public authorities having jurisdiction over the Project and/or internal reviews by the Owner.

E. PROPOSED FEES

The fee for the scope of work is \$24,999.00 including NMGR and reimbursable expenses as listed below and is based on a CLG grant awarded by the State Historic Preservation Office (SHPO). The fee is 7.5% of a preliminary construction budget of \$250,000. Expenses are estimated and may vary. Fees are billed in monthly invoices based on the percentage of work completed in each phase.

Item	%	Fee	Reimbursable Expenses	NM GRT (8.4375%)	Sub-Total
1a Schematic Design					
Documentation + Assessment Confirmation	10%	\$1,875	\$200	\$175.08	\$2,250.08
1b Design Development	20%	\$3,750	\$300	\$341.72	\$4,391.72
2 Construction Documents	35%	\$6,563	\$975	\$635.98	\$8,173.48
3 Bidding	5%	\$938	\$450	\$117.07	\$1,504.57
4 Permit	3%	\$563	\$1,300	\$157.15	\$2,019.65
5 Construction Observation/Administration	25%	\$4,688	\$978.83	\$478.10	\$6,144.43
6 Project Close-Out	2%	\$375	\$100	\$40.08	\$515.08
100%		\$18,750	\$4,303.83	\$1,945.17	\$24,999.00

F. REIMBURSABLE + DIRECT EXPENSES

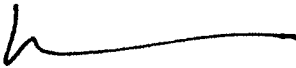
Typical expenses incurred for the project include, but are not limited to, consultants, plotting, printing, blueprinting, photography, mailing, long distance telephone, and travel expenses incurred on your behalf and are billed as a reimbursable at direct cost in addition to our proposed fees. Direct costs are costs that the Architect has for plotting and/or copying at their office. See Exhibit A. Unbilled Reimbursable or Direct expenses shall convert to fee for the Architect.

G. OTHER TERMS AND CONDITIONS

All other terms and conditions, as agreed to in the original contract, AIA B101-2007 Standard Form of Agreement Between Owner and Architect, dated May 23, 2018, shall govern this contract except for as noted specifically above.

H. ACCEPTANCE AND APPROVAL

By signing this Amendment, the Owner and the Architect agree with the Scope of Services to be provided, and agree that this Amendment is added to the original contract.

	<u>10/15/18</u>	_____
Barbara J. Felix, Managing Member	date	date
Barbara J. Felix Architecture & Design, LLC		City of Santa Fe