




# City of Santa Fe, New Mexico


## Memorandum




**DATE:** February 23, 2024

**TO:** Governing Body

**VIA:** Regina Wheeler, Public Works Director 

**On Behalf of:** Jude Torres, Custodial Manager   
Sam Burnett, Facilities Division Director

**FROM:** Joshua Bohlman, Facilities Project Administrator 

### **ACTION:**

Request for the Approval of a Professional Services Contract in the Total Amount of \$358,643 with Hartman & Majewski Design Group for the Planning and Preliminary Design of a New Senior Center; Joshua Bohlman, [jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov), 505-955-5932.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe has been awarded a State grant totaling \$358,865 to facilitate the planning and design of the initial phases of a New Senior Center. This grant encompasses funding for essential aspects such as community engagement, programming, site selection, schematic design, and design development.

Hartman & Majewski, formerly known as Design Group NM, was selected through their CES contract for the project. H&M has a vast portfolio of designing Government buildings including Senior and Recreation Centers. This expertise makes them an exceptional fit for this project and a great partner with the City of Santa Fe.

The New Senior Center is a proactive response to the changing Senior demographic of Santa Fe. It is designed to address the unique needs of our senior population by providing a comprehensive and thoughtfully planned facility by collaborating with stakeholders, community members, and design professionals. We estimate that this facility will be between 15,000 and 20,000 sq ft. A site selection process will be included in this scope of work, which will carefully consider the area of town that aligns best with the demographic it aims to serve.

Once phase 1 is completed, this City of Santa Fe Facilities Division will go back to the State of NM and ask for additional funds to complete the design which would include Construction Documents, Bidding, and Construction Administration.

### **PROCUREMENT METHOD:**

The procurement method is the NM Cooperative Educational Services (CES) # 2023-01-C1115-ALL which expires on October 5<sup>th</sup>, 2026.

### **FUNDING SOURCE:**

**State of NM Aging & Long Term Services Grant A20E5289**  
**Munis Fund Name/Number:** Community Development / 345  
**Munis Org Name/Number:** - Seniors Community Dev CIP / 3459981  
**Munis Revenue Object Name/Number:** 490240 - NM Agency on Aging  
**Munis Expenditure Object Name/Number:** 572960 -WIP Design  
**Munis Project Ledger ID:** COM2324109 - New Senior Center

**ATTACHMENTS:**

H&M Design Group Contract  
H&M Design Group Proposals  
Procurement Documents (CES)  
H&M Design Group Certificate of Insurance  
H&M Design Group Business License  
Summary of Contracts  
Procurement Checklist

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Hartman & Majewski Design Group**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-135 and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement.

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide The City with programming, site selection, schematic design and design development professional services for a new Senior Center in the City of Santa Fe per their proposal dated November 15, 2023, marked as 'Exhibit A,' attached hereto and made a part thereof.

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Design for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract, and agrees to perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Compensation is not to exceed three-hundred thirty-one thousand, five-hundred and one dollars and fifty-four cents (\$331,501.54), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling twenty-seven thousand, one-hundred forty-one dollars and sixty-eight cents (\$27,141.68) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three-hundred fifty-eight thousand, six-hundred forty-three dollars and twenty-two cents (\$358,643.22).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do

**not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### **4. Term**

**THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.** This Contract shall terminate **June 30, 2024** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### **5. Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by



the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

**B. Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

**C. Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

**6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing design services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

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

## **9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

## **10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

## **11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. If Contractor receives an order by a court of competent jurisdiction to provide confidential information or other demand under color of law, Contractor shall provide a copy of that order pursuant to Article 28 (Notices) within three (3) business days, and the City shall respond through the Public Works Department or the City Attorney's Office before production is ordered or five (5) business days after notice is received, whichever is later. The City's response shall include written authorization to disclose or a requirement for Contractor to challenge the order as allowed by law and subject to Article 24 (Indemnification) if applicable. Contractor may 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. All obligations of confidentiality and all restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years following the Effective Date of this Agreement.

## **12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

## **13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the

Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Cooperative 13-1-135

This Contract is issued against the Cooperative Educational Services (CES) Master Agreement 2023-01-C115-ALL established and maintained by CES, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

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

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law



provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

## **20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

## **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

## **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

## **24. Indemnification**



The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, reasonable attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, based on a third party claim, to the extent caused by the negligent act or negligent failure to act of the Contractor, its officers, employees, servants, subcontractors or agents ("Contractor Party"), or to the extent caused by the negligent actions of any Contractor Party resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. To the fullest extent permitted by law, the indemnification, in the aggregate, of Contractor, Contractor's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Contractor.

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**28. Notices**

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

To the City:  
Josh Bohlman  
Project Administrator  
City of Santa Fe Public Works  
2651 Siringo Road, Building E  
PO Box 909  
Santa Fe, NM 87501  
[jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)  
505-955-5932



To the Contractor:  
Doug Majewski President  
Hartman & Majewski Design Group  
505-998-6462  
[dmajewski@designgroupnm.com](mailto:dmajewski@designgroupnm.com)

### **29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

### **30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

### **31. Default/Breach**

In case of Default and/or material Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct and consequential damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity. Contractor's liability for any kind of damages for breach of contract is limited to the value of the contract.

### **32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.


### **33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:  
Hartman & Majewski Design Group

  
Alan Webber (Mar 28, 2024 10:04 MDT)

ALAN WEBBER, CITY MAYOR

  
DOUG MAJEWSKI, PRESIDENT


DATE: Mar 28, 2024

DATE: 22 Feb 2024

CRS#: Out of Jurisdiction Business License

Registration #: 236168

ATTEST:

  
GERALYN Cardenas (Mar 28, 2024 11:01 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

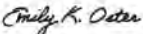
GB MTG 03/27/24 *XIV*

CITY ATTORNEY'S OFFICE:

  
Kevin L. Nault (Feb 23, 2024 09:01 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY K. OSTER, FINANCE DIRECTOR

3459981/572960 COM2324109 *AH*  
Org. Name/Org#: *PH*






# 1. Agreement\_ProfessionalSvcs\_HMDesign\_NewSnrCntr Final CAO

Final Audit Report

2024-01-05

Created:	2024-01-05
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbTILFG1im6YUhqMXJgY5-qyndulu7cJB

## "1. Agreement\_ProfessionalSvcs\_HMDesign\_NewSnrCntr Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-01-05 - 10:55:07 PM GMT
-  Document emailed to knault@santafenm.gov for signature  
2024-01-05 - 10:55:24 PM GMT
-  Email viewed by knault@santafenm.gov  
2024-01-05 - 10:59:04 PM GMT
-  Signer knault@santafenm.gov entered name at signing as Kevin L. Nault  
2024-01-05 - 10:59:24 PM GMT
-  Document e-signed by Kevin L. Nault (knault@santafenm.gov)  
Signature Date: 2024-01-05 - 10:59:26 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-05 - 10:59:26 PM GMT





15 November 2023

Josh Bohlman, CPO  
Project Administrator | CIP & Facilities Division | Public Works Dept.  
City of Santa Fe  
Email: [jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)  
Mobile: 505.469.2807  
Office: 505.955.5932

Re: Professional Services Fee Proposal  
Programming, Site Selection, Schematic Design & Design Development  
New Senior Center, Santa Fe, NM

Dear Josh,

Per your request the Hartman + Majewski Design Group (H+M dg) is pleased to provide our proposal for professional services for the proposed new Senior Center in Santa Fe, NM. Based on our meeting, the following is our understanding of the project and our proposed scope of work.

**UNDERSTANDING OF SCOPE OF WORK**

1. The H+Mdg project team to provide Programming, site selection, schematic design, and design development professional services for a new Senior Center for City of Santa Fe.
2. The new senior center building will be approximately 20,000 SF. The Projected MACC (Maximum Allowable Construction Cost) for this project will be in the range of \$16M (calculated @ \$800/SF) based on the recently completed similar projects in Santa Fe, NM.
3. The project will be awarded through CES contract.
4. We will engage with your team and key stakeholders to ensure that the collective vision of the project is implemented.
5. Demographics analysis and community engagement are included to determine the best site location and needs assessment. Demographic analysis and public meetings are included in the attached proposal by Consensus Planning. We anticipate holding two public meetings.
6. The H+M dg team will provide an estimate of probable project costs for the approved schematic design.
7. Civil Engineering input for the site selections is included in the proposed Basic Services fee. We assume there will be up to three (3) potential sites that will be evaluated. Site selection will consider community needs, site access, grading and drainage, water, and sewer services to the sites. This task includes one (1) site visit to each of the potential sites. We assume that the site visit to each of the potential sites will be conducted in a single trip.
8. Minimal Structural, mechanical, plumbing, and electrical engineering services will be required for this scope of work. Their deliverables will be schematic diagrams and design narrative.
9. Preparation of the site, grading and utilities are not included in the proposal. Publicly available mapping will be used to evaluate site grading and drainage.
10. Traffic study analysis, geotechnical (soils) report, and topographic surveys are not included in this proposal.
11. We have attached our hourly rate schedule for your reference should extra services be requested.

**Proposed Fees**

Basic Services (includes Civil Engineering Input)	\$306,141.54
Planning/Entitlement Services (Consensus Planning proposal attached)	\$ 20,360.00
<u>Reimbursables (Travel + Printing) not to exceed</u>	<u>\$ 5,000.00</u>
Total Fees (not including NMGR)	\$331,501.54

**Creating relationships and communities that endure**

120 Vassar Drive SE Suite 100 Albuquerque NM 87106



We propose a total fee of **\$331,501.54** not including NMGRT.

If the project moves forward, we will provide a proposal for full A/E Professional Services for construction documents through 11-month inspection based on the approved schematic site/building plan and estimate of probable cost.

In recognition of the relative risks and benefits of this project to both the Owner and The Hartman + Majewski Design Group, Inc., the risks have been allocated such that the Owner agrees, to the **fullest** extent permitted by the law, that the limit of liability of The Hartman + Majewski Design Group, Inc. to the Owner shall not exceed the total professional services fee for services rendered on this project.

The proposal is valid for 90 days from the date stated on this proposal.

We appreciate you considering our firm to provide these services. We **will** work with you to meet your schedule and budget goals. Thank you for considering our firm to collaborate with you on this project. Please let us know if you have questions.

Respectfully,

Ketan Bharatiya, AIA  
Principal Architect

**Attachments:**

- Demographics Analysis/Planning/Entitlements proposal by Consensus Planning
- Design Group Hourly Rate Schedule 1 January 2022

c: Doug Majewski, President – H+Mdg





October 19, 2023

Ketan Bharatiya  
The Hartman + Majewski Design Group  
120 Vassar Drive SE, Suite 100  
Albuquerque, NM 87106  
Via email: [kbharatiya@designgroupnm.com](mailto:kbharatiya@designgroupnm.com)

Re: Santa Fe Senior Center Site Selection Project

Landscape Architecture  
Urban Design  
Planning Services

302 Eighth St. NW  
Albuquerque, NM 87102

(505) 764-9801  
Fax 842-5495  
[cp@consensusplanning.com](mailto:cp@consensusplanning.com)  
[www.consensusplanning.com](http://www.consensusplanning.com)

Dear Ketan:

We appreciate your interest in having Consensus Planning, Inc. provide planning services for the City of Santa Fe Senior Center Site Selection project. Consensus Planning has completed similar projects for other municipalities and brings this experience to the project. I have put together a scope of services based on our conversations and the following assumptions:

#### ASSUMPTIONS

- Design Group will be the prime consultant on the project for selecting a site for a new senior center for the City of Santa Fe.
- The study area is assumed to be within the entire municipal boundary.
- Consensus Planning will provide a demographic analysis, meeting facilitation, and assistance in the site selection process.
- Consensus Planning recommends the development of site selection criteria to ensure the process remains objective. We have included this task in the proposal. If you determine this task is not desired, we can remove it from our scope.

#### SCOPE OF WORK

##### Task 1: Demographics Analysis

A detailed analysis of the study area's population characteristics will be crucial to the understanding and development of the site selection and needs assessment. Population characteristics will include population and age distribution by cohort, race, and ethnicity for the census tracts and Data Analysis Subzones (DASZ) that comprise the study area. The analysis will include data from 2010, 2020, and recent 5-year estimates to determine population aging trends within the study area. Resources for this data will include the US Census Bureau and American Community Survey, Mid Region Council of Governments (MRCOG), and the Bureau of Business and Economic Research (BBER).

Understanding how the population is aging and how it is likely to change in the future will not only help to provide guidance on locating the new facility, but also how the current needs may change in the future. Consensus Planning will examine the interrelationships between these population characteristics and trends to arrive at an understanding of the senior community being served and to help inform the recommendations regarding potential site locations for the senior center.

#### PRINCIPALS

James K. Strozier, FAICP  
Jacqueline Fishman, AICP

#### ASSOCIATES

Ken Romig, PLA, ASLA



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### **Task 2: Public Meetings**

Public meetings are a critical part of the site selection assessment process. While data analysis will identify the population trends, other issues regarding where the new facility should be located will be obtained by soliciting the input of the community.

We anticipate holding two public meetings; one will be held early in the planning process and the second meeting will be held to present the recommendations for locating the new senior center. The meetings will provide the conduit for citizen input and an opportunity to engage the community in planning for a new senior center. One of the goals will be to expand the reach of the meetings to more than just the typical "meeting people" that always participate. This will require extra effort to reach out to some of those harder to reach groups including seniors and lower-income households.

Consensus Planning will work closely with the City's Project Manager to design a public meeting process that truly engages the participants. We are flexible on all aspects of the meeting design, including time, location, and content. This task will also include the preparation of press releases and flyers to advertise the meetings.

### **Task 3: Site Selection Criteria and Recommendations**

Consensus Planning will work with Design Group to develop site selection criteria. The three-step screening process will include:

1. Minimum site standards, such as required site area for the building and parking, area demographics, proximity of other public and private facilities, adjacent zoning, and potential for expansion.
2. A checklist of Information/documentation, such as existing zoning, governing plans, ownership/availability (City, County, other public agency or private) and physical characteristics (topography, drainage, utility availability and traffic). This information will assist in determining the development cost of a proposed facility, rather than to automatically exclude a potential site based on any one site constraint.
3. Performance criteria comprised of qualitative elements, with each element weighted in relative terms of Importance, such as site visibility, transit and trail access, colocation potential, and proximity of other services.

The three steps detailed above are listed in order of importance. The first step (minimum site standards) should be met before proceeding with further site evaluation. The second step (checklist of information/documentation) will ensure that the Project Team evaluates potential site development constraints prior to proceeding further in the site selection process. Finally, the third step (performance criteria) is intended to provide a consistent and logical method of comparing sites to each other to enable the Project Team to recommend the most suitable site for the new senior center facility.

### **Task 4: Report and Final Deliverables**

Consensus Planning will provide a written narrative of the demographics analysis and site selection criteria and recommendations. The narrative will be supplemented with tables, charts, and photographs of the various site locations evaluated by the Project Team. We will also provide notes and documentation of the two public



meetings. These documents will be consolidated into a report and provided to the City of Santa Fe in digital format.

**PROJECT FEES**

Task 1: Demographics Analysis	\$4,760.00
Task 2: Public Meetings	\$4,350.00
Task 3: Site Selection Criteria & Recommendations	\$5,210.00
Task 4: Report & Final Deliverables	<u>\$6,040.00</u>
<b>Total</b>	<b>\$20,360.00</b>

These fees do not include any reimbursables such as printing, graphic materials, sign posting, postage, or additional subconsultant services (such as traffic or environmental studies). Reimbursable expenses will be billed to you at our cost, plus ten percent. Additional services will only be performed with prior to Client authorization and at the following billing rates.

**HOURLY BILLING RATES\***

Principal/President	\$210.00
Principal/Vice President	\$190.00
Emeritus Landscape Architect	\$190.00
Associate/Landscape Architect	\$160.00
Senior Landscape Architect	\$130.00
Senior Planner II	\$130.00
Senior Planner	\$115.00
Landscape Architect	\$115.00
Senior Project Manager	\$120.00
Zoning Specialist	\$105.00
Planner III	\$105.00
Graphic Designer/GIS Specialist	\$105.00
Landscape Designer III	\$105.00
Planner II	\$100.00
Landscape Designer II	\$100.00
Planner I	\$85.00
Landscape Designer I	\$85.00
Intern	\$75.00
Administrative	\$70.00

*\*Hourly rates may be adjusted annually; notice will be provided on the first invoice following the adjustment*

**CONTINUATION OF PROJECT**

If you should decide to suspend or abandon this project, in whole or in part, Consensus Planning, Inc. will require compensation for all services performed and reimbursable expenses incurred prior to this action.

**CHANGES IN SCOPE OF WORK**

If the scope of the project or of the Consultant's services is changed materially, the

**PAYMENTS**

Consensus Planning, Inc. will bill you on a monthly basis for services rendered on an hourly basis according to the above stated hourly rates and fees. Payments are due and payable upon receipt of invoice. Invoiced amounts that are unpaid thirty days





CONSENSUS

PLANNING

after the invoice date shall bear interest at the rate of one and one-half percent (1.5%) per month. Outstanding invoices over 90 days past due will result in stoppage of work on the project until the balance is paid or arrangements for payment made.

We look forward to working with you on this project and can begin immediately upon your authorization. If this proposal meets your approval, please sign and return one copy. Please do not hesitate to contact me with any questions.

Sincerely,

Jacqueline Fishman, AICP  
Principal

**APPROVAL**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**HOURLY RATE SCHEDULE**  
**January 1, 2022**

PRINCIPAL	196.
CIVIL ENGINEER	193.
ARCHITECT4	160.
ARCHITECT3	149.
ARCHITECT2	145.
ARCHITECT 1	107.
PROJECT COORDINATOR	95.
DIRECTOR OF INTERIOR DESIGN	182.
INTERIOR DESIGN MANAGER	122.
INTERIOR DESIGNER 2	102.
INTERIOR DESIGNER 1	85.
INTERIOR DESIGN INTERN 2	78.
INTERIOR DESIGN INTERN 1	66.
INTERIOR DESIGN ASSISTANT	59.
DESIGNER4	142.
DESIGNER3	107.
DESIGNER2	82.
DESIGNER 1	64.
ESTIMATOR	107.
TECHNICAL DIRECTOR	130.
CADD MANAGER	95.
CADD DESIGNER	88.
MULTI MEDIA DESIGNER	101.
CADD4	78.
CADD3	70.
CADD2	68.
CADD 1	60.
COMMUNITY RELATIONS COORDINATOR 2	85.
COMMUNITY RELATIONS COORDINATOR 1	77.
PROJECT ADMINISTRATOR	103.
PROJECT ASSISTANT	77.

**Unless specifically addressed in our agreement, please note the following:**

- These hourly rates do not include local or state gross receipts tax.
- Travel costs outside of the Albuquerque metro area will be charged with a 10% mark up, including rental car, gas, lodging, meals.
- Other reimbursable expenses, including reprographics, are charged with a 10% mark up.
- In the event a rental car cannot be reserved, mileage is charged at the standard IRS Mileage Rate.







# 3. HM - - 2739\_City of Santa Fe New Senior Center Final CAO2 HM signed 2 23 24

Final Audit Report

2024-02-23

Created:	2024-02-23
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEBPhku9omUej6SdrfmlOyAScl.6uGn1kS

## "3. HM - - 2739\_City of Santa Fe New Senior Center Final CAO2 HM signed 2 23 24" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-02-23 - 3:27:35 PM GMT
-  Document emailed to knault@santafenm.gov for signature  
2024-02-23 - 3:28:18 PM GMT
-  Email viewed by knault@santafenm.gov  
2024-02-23 - 4:00:40 PM GMT
-  Signer knault@santafenm.gov entered name at signing as Kevin L. Nault  
2024-02-23 - 4:01:50 PM GMT
-  Document e-signed by Kevin L. Nault (knault@santafenm.gov)  
Signature Date: 2024-02-23 - 4:01:52 PM GMT - Time Source: server
-  Agreement completed.  
2024-02-23 - 4:01:52 PM GMT







## Contract Award Letter

October 5, 2022

The Hartman & Majewski Design Group  
120 Vassar Drive SE #100 SE  
Albuquerque, NM 87106

Re: Contract Award for:

2023-01-C1115-ALL Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; is for four (4) years beginning October 6, 2022, and expiring October 5, 2026, pursuant to 13-1-150 NMSA.

***It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.***

Sincerely yours,

Cooperative Educational Services

A handwritten signature in black ink that reads "David Chavez".

David Chavez  
Executive Director, Chief Procurement Officer  
Office: 505.344.5470

## **ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD**

**CES RFP NUMBER: 2023-01**

**RFP DESCRIPTION: Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services**

**CES CONTRACT NUMBER: 2023-01-C1115-ALL**

### **CONTRACT**

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to The Hartman & Majewski Design Group, with its principal office located at 120 Vassar Drive SE #100 SE, Albuquerque, NM 87106 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

### **RECITALS**

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.





## CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.
2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.
3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.
4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.
5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is
6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.



7. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

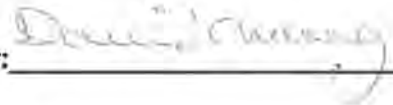
Agreed effective the above date:

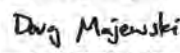
Cooperative Educational Services

The Hartman & Majewski Design Group

David Chavez  
Printed Name

Doug Majewski  
Printed Name

By: 

DocuSigned by:  
By: 

Title: Executive Director

Title: President

Date: 10/6/2022

Date: 10/25/2022

**ATTACHMENT A  
TO CONTRACT 2023-01-C1115-ALL  
ACCEPTANCE OF PROPOSAL  
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS  
CES RFP 2023-01 Design Professional Services  
Category 1 - Lot 1, Architectural Design and Consulting Services**

**GENERAL**

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for On-Call Design Professional Services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand (\$7,500,000) whichever occurs first.

**1. ARCHITECTURAL DESIGN BASIC SERVICES**

“Architectural services” means the services, as defined by rule of the board, performed in the practice of architecture. These services include predesign services, programming, and planning, providing designs, drawings, specifications, other technical submissions, administration of construction contracts, coordination of technical submissions prepared by others and such other professional services as may be necessary to the planning, progress, and completion of any architectural services. An architect who has complied with all the laws of New Mexico relating to the practice of architecture has a right to engage in the incidental practice of activities properly classifiable as engineering; provided that he architect does not hold himself out to be an engineer or as performing engineering services and further provided that the architect performs only that part of the work for which the architect is professionally qualified and used professional engineers, architects or others for those portions of the work in which the contracting architect is not qualified. Furthermore, the architect shall assume all responsibility for compliance with all laws, codes, rules and ordinances of the state or its political subdivisions pertaining to documents bearing an architect’s professional seal.

Additionally, firm(s) to provide services that may include, but are not limited to:

- a. Interior and exterior design services; space planning services; office, instructional, vocational and specialty areas space design; furniture, fixtures and equipment selection and layout;
- b. Structural, mechanical, electrical, and environmental engineering
- c. Facility master plan development, review and updating;
- d. Program development and implementation;
- e. Site, infrastructure, facility, building and building systems assessment and evaluation;
- f. Deficiencies investigation, physical and environmental;
- g. LEED and building commissioning services;
- h. Miscellaneous services associated with and related to the above services.

**2. Design Professional Licensure:** Offerors will have all the appropriate New Mexico licenses if they intend to perform and provide the services themselves. Copies of current licenses are required. The Offeror agrees to keep and ensure that any required licenses for it and any consultants for a project current and in compliance with New Mexico rules and regulations. It is the Offeror’s responsibility to keep CES updated



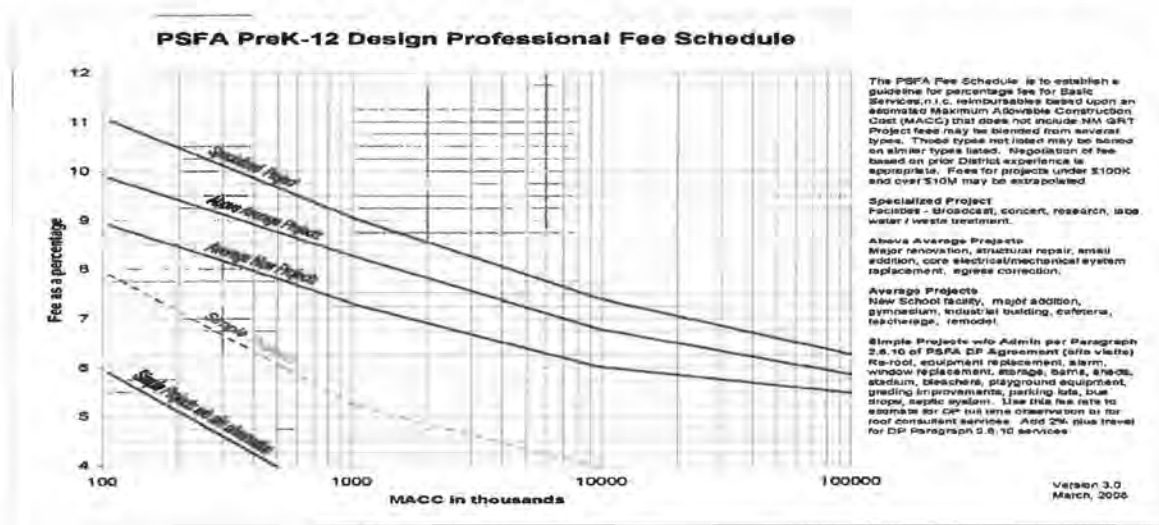
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

### 3. Fee Schedule For Professional Services:

Per the NM Procurement Code 13-1-124.Architect Rate Schedule, The Offeror shall utilize the State of NM architect rate schedule which shall set the highest permissible rates for each building type group, which shall be defined in the regulations for a project. The rate schedule shall be in effect upon the approval of the state board of finance and shall be in compliance with the State Rules Act and shall apply to all contracts between a CES Member (K-12) and the Offeror. The Offeror is encouraged to review and take into consideration the State guidelines layout in the New Mexico General Service rule (GSD 85-510), New Mexico Administrative Code 1-5-18.

### State of NM & Public School Facilities Authority Architect Rate Schedule

Per the NM Procurement Code 13-1-124.Architect Rate Schedule



### 4. Project Phases

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes and resources that best fit their project's goals, objectives and outcomes, and to assist them in developing, implementing, executing, conducting and completing the identified project in the most cost effective and timely manner. The project phases may include, but is not limited to:

1. Programming phase;
128. Conceptual design and alignment studies;
129. Schematic design phase;
130. Design development phase;
131. Construction documents phase;
132. Procurement and/or bidding phase;
133. Construction phase;
134. Project acceptance and close-out;
135. Project 11-month warranty phase
136. CES Member/Participating Entity retainage of records





## 5. Design Activities

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

- a. Educational (administrative, classroom, science, vocational, food service, athletic, playground, maintenance, transportation, etc.) facilities;
- b. Utility plant and infrastructure (electricity, gas, water, sewer, communications, etc.) generation, distribution, storage, and related facilities;
- c. Historical facility preservation and restoration;
- d. Drainage, storm water and flood control systems;
- e. Medical and healthcare facilities;
- f. Public landscape, parks, and recreational facilities;
- g. Transportation, (transit, street, parking lots, pedestrian walkways, bikeways, trails, walkways, etc.) infrastructure and facilities;
- h. Urban Design (Architectural, Planning and Engineering Services);
- i. Design and project management services of new additions to a public safety/law enforcement facility;
- j. Renovation, remodeling, repair, replacement and upgrading of existing infrastructure, facility, building and building systems;
- k. Educational (administrative, classroom, science, vocational, food service, athletic, playground, maintenance, transportation, etc.) facilities;
- l. Reconfiguring and modifying existing spaces to meet current program needs and requirements,
- m. Updating and replacing of the building's envelope (roof, exterior walls), interior walls and fixtures, doors, windows, etc;
- n. Renovating, upgrading, and replacing existing electrical (generating, distribution, lighting, communications, etc.) systems;
- o. Renovating, upgrading and the replacing of existing mechanical (HVAC, plumbing, etc.) systems;
- p. Renovating, upgrading, and replacing existing specialty systems, fire, security, intercom, and communications (voice, data, fiber, Ethernet, cable TV, etc.);
- q. Renovating, remodeling, and upgrading existing infrastructures, facilities, buildings, to comply with ADA, health and safety standards, codes, and regulations;
- r. Renovation and restoration of existing historical facilities to preserve the physical and historical integrity of the original facility (fabrics, colors, and styles shall be consistent with the building's history, design, and architecture);
- s. Utility plant and infrastructure;
- t. Renovating, updating, and replacing existing utility infrastructure and facilities (electric, gas, water, sewer, communications, etc.);
- u. Respond to, manage, and address emergency repair and recovery events involving these utility assets
- v. Drainage, storm water and flood control systems;
  - 1) Renovating, updating, and replacing existing systems to meet current and future needs;
  - 2) Respond to, manage, and address emergency repair and recovery events involving these systems;
- w. Medical and healthcare facilities renovate, remodel, and reconfigure the facility for a changing in its function and operations, including renovating, updating, and replacing existing medical and healthcare furniture, fixtures, equipment and delivery systems.

## 6. Hourly Rate Schedule and Reimbursable Fees shall be submitted after Final Award Notice for the



**Contract File:** The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offeror will maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.

**7. Quote/Proposal for the Work for CES Member/Participating Entity:** When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables, materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25%) administrative fee.

**End of Category 1 / Lot 1 Scope of Work**



**ATTACHMENT B**  
**ACCEPTANCE OF PROPOSAL AND OFFER**  
**AND CONTRACT AWARD**  
**Design Professional Services**  
**Category 1 - Lot 1, Architectural Design and Consulting Services**

**PRICING**

**All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.**

- A. Price List/Pricing:** The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES 1.25% administration fee.
- B. New Technology and Products:** New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.
- C. Price Quote/Proposal:** When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.
- D. Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.
- E. Price Increases:** Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.
- F. Price Surcharges:** Depending on current market conditions, surcharges may apply as approved by CES.



**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [GABALDON, RACHEL D.](#); [Purchasing DET](#)  
**Cc:** [BURNETT, SAM](#); [CALABAZA, DEALVA X.](#); [BOHLMAN, JOSHUA B.](#)  
**Subject:** RE: SOW Determination- New Senior Center Design  
**Date:** Wednesday, November 22, 2023 12:49:06 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

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Hi, this is professional services.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

**From:** GABALDON, RACHEL D. <[rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)>  
**Sent:** Wednesday, November 22, 2023 9:52 AM  
**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>  
**Cc:** BURNETT, SAM <[jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)>; CALABAZA, DEALVA X. <[dxcalabaza@santafenm.gov](mailto:dxcalabaza@santafenm.gov)>; BOHLMAN, JOSHUA B. <[jbohlman@santafenm.gov](mailto:jbohlman@santafenm.gov)>  
**Subject:** SOW Determination- New Senior Center Design

Good morning,

I am requesting a determination on the following scope of work:

Engineering services to aid in the design of a new senior center, including site selection, schematic design, and design development. We have a proposal from Hartman & Majewski Design Group totally in the amount of \$331,501.54. Please let me know if you have any questions.

Thank you,

R. 'Denise' Gabaldon, CPO

Contracts Administrator | CIP & Facilities Division | Public Works Dept.

Website: [www.santafenm.gov](http://www.santafenm.gov)

Email: [rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)

Mobile: (505) 795-2439

Office: (505) 955-5934



**CITY OF SANTA FE**



## Services Offered to the City of Santa Fe (9.2023)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

### Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>





**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** Hartman and Majewski Design Group  
Inc.  
DBA: The Design Group

**Business Location:** 120 Vassar DR SE STE 100  
Albuquerque, NM 87106

**Owner:** The Design Group The Design Group

**License Number:** 236168

**Issued Date:** December 05, 2023

**Expiration Date:** December 05, 2024

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

Hartman and Majewski Design Group Inc.  
120 Vassar DR SE STE 100  
Albuquerque, NM 87106

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/29/2024

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).

<b>PRODUCER</b> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		<b>CONTACT NAME:</b> Timothy P. Esler <b>PHONE (A/C No. Ext):</b> (201) 262-1200 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com <b>FAX (A/C No.):</b> (201) 262-7810	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RLI Insurance Company	<b>NAIC #</b> 13056
		<b>INSURER B:</b> Berkley Insurance Company	32603
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 23-24      **REVISION NUMBER:**

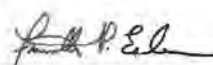
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PSB0003897	10/11/2023	10/11/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001909	10/11/2023	10/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PSE0002185	10/11/2023	10/11/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002846	10/11/2023	10/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Retro Date: 10/1/2002			AEC-9071295-05	10/11/2023	10/11/2024	Per Claim Limit \$5,000,000 Aggregate Limit \$5,000,000 Per Claim Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project: CES - City of Santa Fe Senior Center ; Additional Insured - Cooperative Educational Services and City of Santa Fe as respects general liability where required by written contract. \*Cyber Liability Policy: C-4MQ8-080209-CYBER-2023, Coalition Insurance Solutions, Inc. Arch NAIC 21199; Eff: 10/11/23-10/11/24. Aggregate Lim: \$1M.

### CERTIFICATE HOLDER

### CANCELLATION

City of Santa Fe 200 Lincoln Ave  Santa Fe      NM 87505	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 
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# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Hartman & Majewski Design Group

**Procurement/contract Title:** New Senior Center Design

**Procurement Method/Vehicle:**  Sole Source  State Price Agreement/Existing  Cooperative  Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98

Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

**Requesting Department:** Public Works/Facilities Div      **Staff Name:** Josh Bohlman

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)**

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP - Confidential info to be provided to GB by CPD Buyer</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>BAR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other: _____</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Santa Fe Business Registration (or Exemption if no tax)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

Josh Bohlman  
Department Point of Contact

Project Administrator  
Title      2/23/2024  
Date

Regina Wheeler  
Department Director

2/23/2024  
Date

[Signature]  
Chief Procurement Officer

Mar 2, 2024  
Date

N/A  
ITT Representative

\_\_\_\_\_  
Title      \_\_\_\_\_  
Date









# 24-0256 Hartman and Majewski Design Group

Final Audit Report

2024-03-28

Created:	2024-03-28
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjsmrG1_60RD66C3Lhhvx1Bsk9nS5Z47z

## "24-0256 Hartman and Majewski Design Group" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2024-03-28 - 3:44:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2024-03-28 - 3:45:40 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2024-03-28 - 4:04:24 PM GMT- IP address: 104.28.111.171
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2024-03-28 - 4:04:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
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2024-03-28 - 5:01:06 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
Signature Date: 2024-03-28 - 5:01:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-03-28 - 5:01:20 PM GMT