



**Date:** November 18, 2024

**To:** Randy Randall, Interim City Manager

**From:** Spencer Schwartz, Facilities Project Manager *Spencer Schwartz*

**Via:** Regina Wheeler, Public Works Department Director *Regina Wheeler*  
Maria Tucker, Community Services Director *Maria Tucker*  
Brian Stinett, Recreation Division Director *Brian Stinett*  
Sam Burnett, Facilities Division Director *Sam Burnett*

**Subject:** Professional Services Agreement to Provide Design Services for Additions to the Southside Teen Center

**Vendor Name:** Studio Southwest Architects, Inc.

**Munis Vendor Number:** 10628

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#### **ACTION:**

Request for Approval of a Professional Services Agreement with Studio Southwest Architects, Inc. in the Total Amount of \$147,041 to Provide Design Services for Additions to the Southside Teen Center.

#### **CONTRACT NUMBER:**

The FY25 Munis contract number is 3250132.

#### **BACKGROUND AND SUMMARY:**

The new Santa Fe Teen Center opened in September 2023. Since opening, additional needs have been identified by staff and users. Desired improvements include the expansion of the existing commercial kitchen and adding a dance studio, fencing for secure parking, outdoor shade structures and outdoor furnishings. The State of New Mexico Department of Finance and Administration Capital Appropriation Project Grant 21-F2901 which provides \$1,786,950 will be used for this work.

Studio Southwest Architects, Inc., was selected from vendors with a CES agreement, by a team of Recreation and Facilities staff for this project. Studio Southwest has designed many government buildings including dance and dining facilities. This expertise makes them a good fit for this project.

Design is scheduled to begin once a PO is issued and take 4 months. This contract also includes construction administration and an 11-month post occupancy warranty walkthrough and report.

#### **ATTACHMENTS:**

Professional Services Contract  
Cooperative Educational Services Agreement (CES) #2023-01-C111-ALL  
Certificate of Liability Insurance (COI)

## Prior Approvals and Supporting Information:

### PROCUREMENT METHOD:

The procurement method is the Cooperative Educational Services Agreement (CES) #2023-01-C111-ALL which expires on October 5, 2026.

Chief Procurement Officer (CPO) / Designee:  Date: Nov 22, 2024  
CPO Comment/Exceptions: NMSA 1978, Section 13-1-135

### FUNDING SOURCE:

\$147,041 is available for design from State of New Mexico Department of Finance and Administration Capital Appropriation Project Grant 21-F2901.

Fund Name/Number: CIP Facilities/Fund 320  
Munis Org Name/Number: Facility CIP/3209980  
Munis Object Name/Number: WIP Design/572960

Budget Officer / Designee: *Andy Hopkins* Date: Nov 21, 2024  
Budget Officer Comment/Exceptions:

### ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☒ Yes | ☐ No  
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

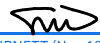
IT Components included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

Vehicles included? ☐ Yes | ☒ No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No

Approval: \_\_\_\_\_ Signature:   
Comment/Exceptions: \_\_\_\_\_ JOHN BURNETT (Nov 18, 2024 19:36 MST)  
Email: jsburnett@santafenm.gov

Capital Asset\* or Project\*\* ☒ Yes | ☐ No

Project Ledger #: FA183200T

(\*will this procurement result in a tangible item that costs more than \$5,000?)

(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

Is this a Grant Funded Purchase? ☒ Yes | ☐ No

Approval: *Matthew Bonifer* Title: Accounting Officer Date: Nov 22, 2024  
Comment/Exceptions:

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 **Studio Southwest Architects, Inc.**, 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 Contract is in accordance with the provisions of NMSA 1978, Section 13-1-28 through 13-1-199, 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 Contract;

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

Using Cooperative Educational Services (CES) Agreement # 2023-01-C111-ALL, the Contractor shall provide the City with professional services to include schematic design, design development, construction documents, construction administration and post occupancy warranty walkthrough for the addition of kitchen storage, a dance studio, fenced parking, shade structures and outdoor furnishings to the Santa Fe Southside Teen Center (6600 Valentine Way, Santa Fe, NM 87507) per their proposal dated July 16, 2024, 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 Contract. 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 one-hundred thirty-five thousand, nine hundred and thirteen dollars (\$135,913) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable

under this Contract totaling eleven-thousand, one-hundred and twenty-seven dollars and eighty-eight cents (\$11,127.88) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed one-hundred forty-seven thousand, one-hundred twenty-seven dollars and eighty-eight cents (\$147,040.88). 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, 2028** unless terminated pursuant to paragraph 5 (Termination) and 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 Contract 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 Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
- 1) 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

## **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 professional 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.

#### **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, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 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 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 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 Contract 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 Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract 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 NMSA 1978, Section 13-1-135**

This Contract is issued against the CES Master Agreement 2023-01-C111-ALL, established and maintained by CES, and through this language hereby incorporates this Contract 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 \$1,000,000 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. Contractor shall further maintain an umbrella policy with a limit of \$2,000,000 per occurrence. Both policies shall be endorsed to name the City of Santa Fe, its 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, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor 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.

#### **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, NMSA 1978, Section 41-4-1, et. seq., 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:

<b>To the City:</b> Spencer Schwartz Project Administrator City of Santa Fe Public Works 2651 Siringo Road, Building E Santa Fe, NM 87501 <a href="mailto:smschwartz@santafenm.gov">smschwartz@santafenm.gov</a> (505) 955-5929	<b>To the Contractor:</b> Ron Burstein, AIA, CCS Studio Southwest Architects Inc. 2101 Mountain Road NW Albuquerque NM 87104 (505) 385-3415 Cell (505) 843-9639 Office <a href="mailto:rburstein@studioswarch.com">rburstein@studioswarch.com</a> <a href="http://www.studioswarch.com">www.studioswarch.com</a>
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### **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 Contract, 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 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 damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

### **32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract 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 fault or 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 Contract.



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:

  
Randy Randall (Nov 30, 2024 20:12 CST)  
CITY MANAGER

DATE: Nov 30, 2024

CONTRACTOR:

**Studio Southwest Architects, Inc**

  
RON BURSTEIN, PRESIDENT

DATE: Nov 1, 2024

NMBITN: 02-040450006

ATTEST:

  
Andrea Salazar (Dec 10, 2024 14:17 MST)  
CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

  
Kevin L. Nault (Nov 4, 2024 09:06 MST)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY OSTER, FINANCE DIRECTOR



## PROPOSAL FOR ARCHITECTURAL SERVICES

July 16, 2024

Spencer Schwartz  
Project Administrator  
City of Santa Facilities

Via email to: [smschwartz@santafenm.gov](mailto:smschwartz@santafenm.gov)

**RE: SANTA FE SOUTHSIDE TEEN CENTER ADDITION  
6600 VALENTINE WAY  
CES CONTRACT NO. 2023-01-C111-ALL**

### SCOPE OF SERVICES

Studio Southwest Architects, Inc. (Studio SW) is pleased to provide this proposal for Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and 11-Month Warranty Inspection services.

1. Schematic Design (SD)
  - Programming of a New Dance Studio and Kitchen Addition.
  - Develop a schedule for Schematic Design through Construction Documents.
2. Design Development (DD)
  - DD Level Drawings and Outline Specifications.
  - Design Review with Owner.
3. Construction Documents (CD)
  - 90% of Construction Documents due to City of Santa Fe for final review and approval.
  - Construction Level Documents and Specifications.
4. Construction Administration
  - In-Person field visits / Inspections and Owners Meetings.
  - Close out and Final Acceptance including Punch Lists.
  - Creation of Record Drawings.
5. 11-Month Post occupancy
  - Warranty walkthrough and report.

The scope of work involves designing a kitchen and dance studio addition to the Southside Teen Center that was recently completed. The maximum allowable construction (MACC) budget is \$1.25 million. It is assumed that this project will be contracted through the Cooperative Educational Services (CES).

The design team includes Dave Aube with Studio SW for civil engineering; Chavez-Grieves Consulting Engineers for structural engineering; EEA Consulting Engineers for plumbing, mechanical, and electrical engineering; and Balis & Company for cost estimating. Three cost estimates are assumed, one each at the SD, DD, and CD phases.





## FEE FOR A/E BASIC DESIGN SERVICES

The fee is **\$134,188.00** plus reimbursable travel expenses and New Mexico Gross Receipts Tax (NMGRT).

The breakdown by phase is as follows:

Schematic Design .....	\$20,786.00
Design Development .....	\$29,676.00
Construction Documents .....	\$35,026.00
Bidding .....	\$2,500.00
Construction Administration .....	\$43,575.00
<u>11-Month Warranty Inspection .....</u>	<u>\$2,625.00</u>

A/E BASIC DESIGN & CA SERVICES TOTAL ..... **\$134,188.00** plus NMGRT

The breakdown by discipline for these services is as follows:

Architectural Design & CA Services .....	\$80,000.00
Civil Engineering & CA Services .....	\$12,500.00
Structural Design & CA Services.....	\$8,500.00
Mechanical, Plumbing & Electrical Design & CA Services...	\$17,250.00
<u>Cost Estimating Services .....</u>	<u>\$15,938.00</u>

A/E BASIC DESIGN & CA SERVICES TOTAL ..... **\$134,188.00** plus NMGRT

Reimbursable travel expenses are estimated at **\$1725.00** plus NMGRT.

## NOT INCLUDED IN BASIC SERVICES

The following are exclusions from basic design services:

1. Sub-Soils Investigation Report as required for each site.
2. Site survey.
3. Landscape architecture.
4. LEED design services.
5. Kitchen design consultant.
6. Cost of reproduction of plans, specifications and reports for the Owner.
7. Plan review or permit fees.
8. Refer to consultants' attached proposals for other exclusions.

## ADDITIONAL SERVICES

Any service not referenced under either basic service above shall be considered as additional services. Additional services shall be charged at the hourly rates\* described below:

1. Sr. Principal .....\$234.94/hour
2. Principal Architect .....\$205.29/hour
3. Senior Civil Engineer.....\$205.29/hour
4. Senior Architect .....\$166.88/hour
5. Architect.....\$141.21/hour
6. Project Manager.....\$128.36/hour
7. Intern Architect III .....\$128.36/hour
8. Intern Architect II .....\$115.53/hour
9. Intern Architect I.....\$102.70/hour



- 10. Sr. BIM Operator .....\$121.94/hour
- 11. BIM Operator.....\$89.85/hour
- 12. Construction Administrator .....\$128.36/hour
- 13. Financial Management.....\$128.36/hour
- 14. Clerical.....\$78.22/hour
- 15. Graphics .....\$78.22/hour
- 16. Other Consultants .....Current Hourly Rates

\* Plus State of New Mexico Gross Receipts Tax where applicable.

A charge of ten percent (10%) of the cost of any consultants shall be added to cover Studio SW administrative expenses.

## INVOICING

Fee will be invoiced monthly and based on services completed to date. Invoices are due and payable upon receipt. Unpaid invoices or portions thereof unpaid for an excess of thirty (30) days shall accrue interest at the rate of one percent (1%) per month. Any waiver of this late charge for any invoice shall not constitute a waiver of the late charge with respect to any other invoice. In addition to late charges, all reasonable costs of collection shall be paid by the client including reasonable attorney's fees. If suit is brought to obtain payment if any invoice, the client agrees to pay all costs of collection including reasonable attorney's fees, which shall be presumed to be twenty-five percent (25%) of the outstanding invoice including late charges.

## LIMITED LIABILITY

Studio SW liability for errors and omissions will be limited to the amount of the fee.

## ACCEPTANCE

Please acknowledge acceptance of this proposal by signing and returning to the office of Studio SW. A signed copy of this agreement shall signify your understanding and acceptance of the terms and conditions contained herein. Studio SW will follow this letter with an AIA Document contract.

Sincerely,



Ron Burstein, AIA  
President | Senior Architect

Attachments: Proposals from Dave Aube, EEA, and Balis & Company

Accepted by: Spencer Schwartz, City of Santa Fe Facilities

---

Signature

---

Date

---

Printed Name/Title



## PROPOSAL FOR CIVIL ENGINEERING SERVICES

July 12, 2024

Ron Burstein  
Studio Southwest Architects  
2101 Mountain Road NW, Suite B  
Albuquerque, NM 87104

RE: SOUTHSIDE TEEN CENTER KITCHEN AND DANCE STUDIO ADDITION

### SCOPE OF SERVICES

The Civil Engineering Department of Studio Southwest Architects, Inc. (Studio SW) is pleased to provide this proposal for Civil Engineering Design for the Southside Teen Center Kitchen and New Dance Studio addition.

Civil Site Design Services include the construction documents (starting from the concept plans that have been prepared by Studio Southwest Architects). The addition will be approximately 2,000 sf and will include a new dry storage and receiving area as may include a mechanical room expansion.

The Civil Scope will include the following.

1. Design of Civil Engineering Site plan(s) include necessary site details for the proposed building addition. Addition is located along the southern wing of the building.
2. Utility lines for water and sanitary are expected to be connected to existing lines within the building (if line extensions are required).
3. Storm drain leaders are anticipated to connect into the existing 18" line running along Country Club Road or into the 12" line on the south side of the courtyard. It is anticipated that the current ponding area has enough capacity to receive the additional runoff from the addition without being enlarged. A cistern may be required at 1 gallon per square foot of new roof area. If this is required, we assume that the current system also contains a cistern and therefore installation to meet the requirements for the entire roof area will not be required. This will require further investigation to determine compliance.
4. Specifications for Civil Items.
5. A site visit prior to commencement of design effort to better understand current site conditions.
6. Attend design review meetings throughout the anticipated 12-week design period.
7. Construction Administration will be performed as required. This will include an 11-month walkthrough and punch list.
8. Civil Design documentation will be done in Civil 3D and linked into Revit.

### FEE FOR CIVIL ENGINEERING BASIC SERVICES

The proposed civil engineering fee is **\$12,500** plus New Mexico Gross Receipts Tax (NMGR) and reimbursable expenses.



#### NOT INCLUDED IN BASIC SERVICES

The following are exclusions from Basic Services:

1. Sub-Soils Investigation Report.
2. Topography & Utility Surveying.
3. Traffic Studies.
4. Design for filtration of water entering cistern, and possible pressurized connection back into the irrigation system for use of roof water,
5. Cost of reproduction of plans, specifications and reports for the Tenant, Owner and Building Manager.
6. Construction Material Testing and Construction Observations.
7. Construction Special Inspections (A/E Construction Observation visits are included).

#### ADDITIONAL SERVICES

Any service not referenced under either basic service above shall be considered as additional services. Additional services shall be charged at the hourly rates\* described below:

1. Civil Engineer .....\$236.77/hour
2. Construction Administrator .....\$129.36/hour
3. Financial Management.....\$129.36/hour
4. Clerical.....\$78.83/hour
5. Graphics .....\$78.83/hour

\* Plus State of New Mexico Gross Receipts Tax where applicable.

#### INVOICING

Fee will be invoiced monthly and based on services completed to date. Invoices are due and payable upon receipt.

#### LIMITED LIABILITY

Studio SW liability for errors and omissions will be limited to the amount of the fee.

#### ACCEPTANCE

Please acknowledge acceptance of this proposal by signing and returning to the office of Studio SW. A signed copy of this agreement shall signify your understanding and acceptance of the terms and conditions contained herein. Studio SW will follow this letter with a contract.

Sincerely,



David A Aube, PE  
Civil Engineer

File: g:\dave a\proposals\southside teen center\south side teen center civil proposal.docx



## Ron Burstein

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**From:** George Bradley <gbradley@cg-engrs.com>  
**Sent:** Thursday, June 27, 2024 2:31 PM  
**To:** Steven Osborn  
**Cc:** Ron Burstein  
**Subject:** RE: Southside Teen Center - Proposed Fee

Hi Steve,

Our fee proposal for this project is **\$8,500.00.**

Let me know if you have any questions or issues.

Thank you for the opportunity.

### George H. Bradley, PE

Senior Partner



Chavez-Grievens Consulting Engineers, Inc.  
4700 Lincoln Road NE, Suite 102  
Albuquerque, NM 87109  
O: 505-344-4080  
C: 505-259-7271

Albuquerque | Colorado Springs | Phoenix | San Diego | Santa Barbara  
[www.CG-Engrs.com](http://www.CG-Engrs.com)

---



**EEA CONSULTING  
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July 11, 2024

Steven Osborn  
Studio Southwest Architects  
Albuquerque, NM

Re: Proposal for MEP Engineering Services  
Southside Teen Center Expansion  
Santa Fe, NM

Mr. Osborn,

EEA Consulting Engineers is pleased to respond to your request for a fee proposal for Mechanical, Electrical and Plumbing (MEP) Engineering Services for the referenced project. This proposal incorporates all attachments (Attachments A-C).

#### PROJECT DESCRIPTION:

Based on our recent discussions, as well as the request for proposal provided on June 27, 2024, we understand the scope of this project to be a ~2,000 square foot addition to the existing Southside Teen Center in Santa Fe. The expansion space is to include a dance studio, waiting area, freezer, cooler, dry storage, and receiving space. Anticipated construction budget is \$1.25M.

This proposal assumes that selection of the freezer/cooler equipment, and any other associated kitchen equipment, will be provided by SSW or another consultant.

The Client will furnish the following information prior to our beginning work:

- Architectural Revit Model
- Owner's design standards/guidelines

#### PROPOSED FEE:

We propose to perform the Basic Services on a lump sum fee basis, including reimbursable expenses, as follows:

\$15,000	Design
\$6,000	Construction Phase Services
<b>\$21,000</b>	<b>Total Fee</b>

Services will be invoiced on a monthly basis as a percentage of project completion. Invoices shall be due and payable net 30 days. In the event the project is terminated or placed on Hold by you or the owner, we will submit a final invoice based on our percentage of project completion. This fee proposal is valid for 30 days from the date of this letter.

#### PROJECT SCHEDULE:

We propose to follow the schedule submitted by the Client to complete the Basic Services design phase scope, commencing within two weeks of Authorization to Proceed and receipt of project information to be submitted by the Client. We are committed to working as a design team

to accomplish this schedule.

Should the agreed-upon schedule for either the design or construction phases slip more than 30 days, our fee may be subject to additional services costs.

### **ENGINEERING SCOPE OF WORK (“BASIC SERVICES”):**

The scope of our services is to provide the engineering services set forth in this section, which shall be referred to as the “Basic Services.”

#### **A. DESIGN PHASE:**

- **General:**

- Participate with the Client, Owner, and other design team members during design development.
- Attend an initial kick-off meeting and up to bi-weekly design phase meetings by conference call / virtual, including formal review meetings following each phased deliverable package. Any meetings in excess of this number shall be billed as Additional Services.
- EEA anticipates the following deliverable packages during the design phase: 100% DD, 50% CD, and 100% CD. Any changes made to the design after Owner approval at these design review meetings shall be billed as an Additional Service and may require extension of the design schedule. Refer to Attachment B for a breakdown of what will be included with each deliverable milestone. Interim milestone deliverable documents will not be sealed by a professional engineer and are not intended for Construction, Bidding or Permit. Accordingly, use of these documents is at the user's sole risk and without liability to EEA.
- Conduct a site visit to the existing facility for data gathering and verification of existing observable conditions if necessary; however, if Client provides EEA with information, EEA is entitled to rely on the accuracy and completeness of such information without verification of the information contained therein.
- All electrical data gathering will be limited to visual inspection only. Our only interaction with an electrical panel will be to open panel doors to view the panel schedule and/or circuit breakers. If further investigation will be required (such as removing dead fronts), Owner will hire a qualified electrician unless one is provided by the Client.
- General construction notes and equipment/material specifications will be included on the plans. The drawings will contain keyed notes, component schedules and additional documentation to state the quality, type, and desired components of this project.
- Prepare Mechanical and Lighting Comcheck forms and energy conformance calculations for submittal for permit review. We exclude performance of a whole building energy model to demonstrate energy code compliance, but can provide those services under a separate proposal.
- Upon completion of the design, a set of electronic .pdf files of the bid documents will be delivered to the Architect for bidding.

- **Mechanical:**

- Evaluate existing HVAC systems to determine available capacity for new system additions as well as demolition work requirements.
- Perform HVAC load calculations as required to meet space temperature and ventilation requirements.
  - EEA assumes that the architectural envelope materials will comply with the prescriptive requirements of the governing energy code. Performance of energy



simulations to determine alternate materials of construction is excluded from this proposal, but can be performed for an additional services fee.

- Design and specify HVAC systems including equipment, ductwork, and diffuser plans and schedules.
- Layout system controls diagrams and sequences of operations.
- **Electrical:**
  - Evaluate existing and proposed site electrical loads to determine if there is available capacity for the project.
  - Coordinate low-voltage (480V or 208V) connection to customer/utility transformer. Conduit pathway from project transformer to medium voltage connection point will be shown schematically.
  - Location of building transformer will be coordinated with Architect and Civil Engineer.
  - Design electrical power distribution and lighting systems, including lighting fixture and electric panel schedules, and system one-line diagram.
  - Produce construction documents showing lighting, electrical service and equipment locations for the project. Plans shall include circuiting, all relevant schedules, wiring diagrams, details, notes and specifications.
  - Provide special systems plans to show the locations for special systems devices such as security, and telecommunications equipment. Installation of junction boxes, conduit and pull strings at these locations will be specified on the plans for the electrical contractor. Locations for data and security will be provided by the Owner or their representative. Specification and installation of the special systems equipment and cabling will be by others.
  - Preliminary layout of fire alarm devices with performance notes or specs, for bidding purposes only.
- **Plumbing / Fire Protection**
  - Design building plumbing systems, including water and wastewater piping, natural gas piping, roof drains, and riser diagrams.
  - Select and schedule plumbing fixtures.
  - Layout fire protection zoning plans with performance notes or specifications.

#### **B. CONSTRUCTION ADMINISTRATION PHASE:**

- Review MEP submittals and shop drawings. Submittal reviews that require more than 2 resubmittals will be billed as Additional Services.
- Respond to contractor requests for information (RFI's). All RFIs will be responded to in narrative form. The discretion to supply updated drawings or sketches as a supplement to the written response rests solely with EEA. Any drawing change requests resulting from deviations in the submittal review phase, installation decisions made by the installing contractors without prior consultation with the Engineer or requested by the Contractor for convenience will be subject to additional services.
- Attend a total of **three (3)** construction phase meetings, either in person or by phone/web-conference. Any meetings in excess of this number, including those required due to an extension/slip of the construction schedule noted above, shall be billed as Additional Services.
- Perform up to one site visits during construction and one final walk-thru for review of progress. Site visits will commence when sufficient MEP work has been installed to warrant attendance. Any site visits in excess of this number shall be billed as Additional Services.



- Produce a list of observed MEP construction deficiencies at the end of the project; EEA will not be responsible for verification that deficiency items have been completed. EEA's responsibility to provide basic services for the Construction Administration Phase under this Agreement terminates at the issuance to the Owner of the final observation list.
- Upon completion of construction, create record model from contractor red-line mark-ups and deliver the MEP model and pertinent linked files. EEA will not be responsible for verification of the accuracy or completeness of the contractor's red-line mark ups.

### **BIM IMPLEMENTATION:**

- Design will be done in Autodesk Revit in a selected version from 2021 to 2024. The Architect shall not update to a newer version upon commencement of MEP work.
- Revit model links will be provided by the Architect in .RVT format, in version referenced above.
- EEA will require the following, unless the Architect provides a BIM Execution Plan or will schedule a BIM Kickoff Meeting to address the desired methods for sharing models:
  - If the Architect host the project using Autodesk Cloud services (BIM360, or ACC – Autodesk Construction Cloud) 1 of 3 model sharing methods shall be agreed to before the commencement of work, Controlled Sharing - Consume Models from Packages, Controlled Sharing - Linked from the Shared folder, or Live Linking.
    - We will work with the Architect's BIM manager to establish initial setup of the cloud models.
    - If using any form of "Controlled Sharing":
      - MEP Model 'packages' will be published and shared every two weeks during active design periods; and one week before planned deliverable.
      - MEP will update our model links ('consume' the packages) of Architect every two (2) weeks during active design periods; and no less than one week [five (5) business days] before planned deliverable.
      - Any additional models required to be updated in the MEP model will be billed as Additional Services.
      - Additional models or models received less than two (2) weeks prior to the deliverable date must be accompanied with a detailed document itemizing the changes included in the model. Any changes made in the model that are not included in the document will not be addressed until the next design deliverable or as an addendum if the project has already been issued for construction.
  - When exchanging models via discrete file exchange:
    - EEA will upload the MEP Model(s) every two weeks during active design periods; and one week before planned deliverable
    - EEA shall receive Architect's links every two (2) weeks during active design periods; and no less than one week [five (5) business days] before planned deliverable.
    - Any additional models required to be updated in the MEP model will be billed as Additional Services.
    - Linked models that are required to be updated, received less than two (2) weeks prior to the design deliverable date in which EEA is required to send the MEP Model to the Architect will be billed as Additional Services. The model received must be accompanied with a detailed document itemizing the changes included in the model. Any changes made in the model that are not included in the document will not be addressed until the next design deliverable or as an addendum if the project has already been issued for construction. Otherwise, EEA may require an extension to the design deliverable date, which extension will not be unreasonably refused.

- Please see Attachment A for a list of the elements and levels of detail EEA will provide in the design at each phase. Additional elements or greater levels of detail may be provided, but will be billed as Additional Services.

#### **ASSUMPTIONS/QUALIFICATIONS TO SERVICES:**

- EEA assumes, and by signing this proposal the Client certifies, that the project Owner has sufficient funds to cover the Engineering services offered in this proposal, and that payment for services rendered is not contingent on securing financing from an outside source. If this turns out not to be the case, the project will be subject to Additional Services fees.
- MEP Drawings will be prepared in AutoCAD. Plan drawings will be prepared utilizing CAD backgrounds provided in AutoCAD ".dwg" format by the Architect.
- Occupancy and hazard classification will be performed by others.
- Specifications, if furnished by others, will be furnished to EEA in Microsoft Word .doc format.
- The scope of Mechanical and Plumbing design services extends to 5' outside of the building. Site gas, water, sanitary sewer, storm drainage, etc. will be designed by others.
- Architect will have a structural engineer on the team to design attachment of rooftop equipment to structure including uplift calculations related to wind loading at this project site, roof piping/ductwork supports, and verify load capacity of structure to accommodate equipment.
- Control of relative humidity beyond that required for occupant comfort, or other special conditions is not required in the HVAC design.
- Electrical, gas, city water, fire water, and sanitary sewer utilities currently exist in the building with sufficient capacity to support the new work, are documented in CAD format, and will be made available to EEA. The work of this project will connect to these existing building systems without modification. If we find that existing infrastructure, such as electrical capacity, must be upgraded, this design work will be billed as Additional Services.
- Data cabling, cable trays, patch panels, etc. are to be specified, provided and installed by others.
- Owner will furnish any and all relevant corporate design standards and Owner-furnished equipment specifications prior to EEA commencing work.
- Kitchen equipment specifications, installation requirements, and layout will be provided by others to EEA.
- EEA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor for acts or omissions of the Contractor.
- EEA shall at all times have access to the Work wherever it is in preparation or progress.
- EEA assumes that all startup, testing, adjusting, and balancing activities will be completed before scheduling the functional performance testing through EEA.

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## **EXCLUSIONS FROM SERVICES:**

Items listed below are specifically excluded from our Services, but can be provided by EEA as an Additional Service:

- Modeling of “provided by others” equipment and/or systems (e.g., furniture systems, kitchen equipment, etc.)
- Attendance at a City Expedited Permit Review meeting. Attendance at this meeting can be provided as an Additional Service upon request.
- Participation in a project value engineering effort after the Design Development phase.
- Information & Communication Technologies (ICT)
- MEP testing, start-up, or training.
- Asbestos surveying and abatement.
  - EEA has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site
- Design of emergency/back-up power generator enclosure internal to the building structure.
- Performance of diesel generator storage tank venting calculations.
- Services related to the pursuit of a green building or similar project certification (LEED, AEGB, WELL, etc.)
- Basis of Design document.
- Specialty lighting.
- Site lighting.
- Lightning Protection.
- Special grounding systems.
- Protective device coordination and system short circuit calculations.
- Arc Flash calculations and labels for new panels.
- Specification of equipment and cabling and detail design of system wiring and interconnections for telecommunications systems, fire alarm systems, security systems, and data transfer systems.
- Fire sprinkler hydraulic calculations and fire protection piping design are to be performed by a separate Certified and Qualified Fire Protection Contractor.
- Fire Alarm Device code compliant layout/design to be performed by a separate Certified and Qualified Fire Protection Contractor.
- Structural engineering, civil engineering, site utility design, landscaping design, landscape irrigation.
- Noise and vibration consultation.
- Estimates of probable construction cost.
- Reproduction of bid documents and advertising for bids.
- Procuring or paying for construction permits, inspections, etc.

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### COMPANY BRIEF

EEA Consulting Engineers is a Texas Corporation founded in 1977. For over forty years, EEA Consulting Engineers has been the Prime Firm and/or lead MEP engineer on public and private sector projects ranging from new construction to retrofit / renewal of existing systems. EEA offers MEP and process engineering services as well as commissioning and energy audit expertise for new and existing facilities across all market sectors. We are very familiar with public institution and university design and construction requirements, having been involved with hundreds of public sector projects since the early 1980's. We are committed to long-term relationships with excellent clients and have established a reputation for attention to the client's needs. EEA has successfully completed projects worldwide in both prime and sub consultant roles and is licensed in all 50 United States. **EEA** is an **employee-owned company**, an Austin American Statesman **Top Workplace** and has been a Consulting Specifying Engineer magazine **MEP Giant** (top 100 MEP firms in the USA).

We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we may provide, please contact me.

Sincerely,




Mark Mikulin, PE  
Principal  
(512)744-4414  
markmikulin@eeace.com

Attachments

# ATTACHMENT A

## BIM Project Modeling Expectations




BIM Project Modeling Expectations

**Symbol Legend**  
 ① = Not Modeled  
 ② = Level of Detail 100 - Conceptual - Non-geometric data or line work  
 ③ = Level of Detail 200 - Approximate geometry - Generic elements shown in three dimensions - maximum size & purpose  
 ④ = Level of Detail 300 - Precise geometry - Specific elements, Confirmed 3D Object Geometry - dimensions, capacities, & connections

Model Elements in Revit	Project Milestone:	50% DD	100% DD	50% CD	100% CD
<b>MECHANICAL</b>					
Air Terminals		②	②	③	③
Main Ductwork		②	②	③	③
Branch Ductwork		①	②	③	③
Duct Accessories		①	②	②	②
Pipe - 1-1/2" and smaller		①	①	②	②
Pipe Accessories - 1-1/2" and smaller		①	①	②	②
Pipe - 2" and larger		②	②	③	③
Pipe Accessories - 2" and larger		①	②	②	②
Mechanical Equipment		②	②	③	③
<b>ELECTRICAL</b>					
Conduit - From 5 feet outside of building to Main Distribution Panels		②	②	③	③
Main Switchgear / Main Panels		②	②	③	③
Electrical Distribution Panels		①	①	③	③
Electrical Devices - Receptacles, Switches, etc.		①	②	②	②
Light Fixtures - Architect to model lighting fixtures, EEA to circuit and schedule		①	①	①	①
Site Lighting - Done in CAD		①	①	①	①
Site Power - Done in CAD		①	①	①	①
<b>SPECIAL SYSTEMS</b>					
Fire Alarm Devices		①	②	②	②
Security Devices		①	②	②	②
Telephone Devices		①	②	②	②
Cable Tray		①	②	②	②
<b>PLUMBING</b>					
Pipe - 1-1/2" and smaller		①	①	①	①
Pipe Accessories - 1-1/2" and smaller		①	①	①	①
Pipe - 2" and larger		①	②	③	③
Pipe Accessories - 2" and larger		①	②	②	②
Sloped Piping		①	②	③	③
Plumbing Fixtures - Architect to model fixtures, EEA to model piping and schedule		①	①	①	①
Plumbing Equipment		①	②	③	③

# ATTACHMENT B

## Development of Design Elements by Deliverable Stage



EEA

CONSULTING ENGINEERS

Development of Design Elements by Deliverable Stage

Symbol Legend

N = Narrative Form

1 = Preliminary and Approximate

2 = Dimensions based on actual equipment selections and distribution system sizing

3 = Final dimensions, information, and detail appropriate for bidding and construction

Design Elements	Project Milestone:	SD	50% DD	100% DD	50% CD	100% CD
MECHANICAL						
HVAC System Description		N	N	N		
Mechanical Equipment Locations/Sizes		1	1	2	3	3
Mechanical Ductwork and Piping Distribution Systems			1	2	3	3
Mechanical System One-Line Diagrams		1	1	2	2	3
Primary Mechanical Equipment Schedules		1	2	3	3	3
Secondary and Accessory Mechanical Equipment Schedules			1	2	2	3
Whole Building Energy Simulation (if requested)			1	2	2	3
Controls Diagrams and Points Lists				2	2	3
Mechanical Specifications				2	2	3
Mechanical Details					2	3
Controls Sequences of Operations					2	3
ELECTRICAL						
Electrical System Description		N	N	N		
Electrical Load Analysis		1	1	2	2	3
Electrical Equipment Room Locations/Sizes		1	1	2	3	3
Electrical System One-Line Diagrams		1	1	2	2	3
Electrical Site Plan (Power/Lighting/Data)			1	2	2	3
Electrical Lighting Plans			1	2	2	3
Electrical Power Plans			1	1	2	3
Electrical Special Systems Plans			1	1	2	3
Light Fixture Schedules				1	2	3
Electrical Panel Schedules					2	3
Electrical Details				1	2	3
Electrical Specifications				2	2	3
PLUMBING						
Plumbing System Descriptions		N	N	N		
Plumbing Equipment Locations/Sizes			1	2	2	3
Plumbing Distribution Systems			1	2	2	3
Plumbing Fixture Schedule			2	2	2	3
Plumbing Riser Diagrams					2	3
Plumbing Details					2	3
Plumbing Specifications				2	2	3



# ATTACHMENT C

## Terms And Conditions

### ARTICLE 1: PROFESSIONAL SERVICES

**1.1 Parties.** This Agreement is made and entered into between Studio Southwest Architects ("Client") and EEA Consulting Engineers ("Engineer") for the following Project: Southside Teen Center Expansion

**1.2 Agreement.** This Agreement consists of at least two parts: (1) the Proposal Letter for MEP Engineering Services and (2) these Terms and Conditions (Attachment C). This Agreement shall become effective upon its execution by Client or when Client provides written authorization to Engineer to begin its work.

**1.3 Scope.** Engineer will provide the Basic Services outlined in the Proposal Letter for MEP Engineering Services, and any Additional Services requested by Client and agreed to by Engineer. Unless agreed otherwise in a separate written instrument executed by both parties, any and all services performed by Engineer are subject to the terms and conditions of this Agreement.

**1.4 Disclaimer of Warranties for Professional Services.** The services provided by Engineer are purely professional services, the essence of which is the providing of advice, judgment, opinion, or similar professional skill. In performing these services, Engineer does not make any warranties, either express or implied, as to the quality of its services or of its drawings. Likewise, The Engineer's services are being performed for the Client's benefit only, and no individual or entity shall have any claims against the Engineer arising out of the performance or non-performance of the services described in this Agreement.

### ARTICLE 2: DUTIES

**2.1 Client's Budget.** Engineer's evaluations of the Client's budget or estimates of the project cost, if any, represent Engineer's judgment as a design professional. It is recognized, however, that neither Engineer nor the Client has control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot, and does not, warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of project cost or evaluation prepared or agreed to by Engineer.

**2.2 Review of the Work.** If included as a Basic Service in the Proposal Letter for MEP Engineering Services, Engineer may visit the site to look for general conformance to the design intent during the construction phase. Engineer will not make continuous or exhaustive inspections of the quality or quantity of the work performed by Client's contractor; such inspections are the responsibility of others, typically that of the contractor or a third party building inspection service. The Engineer does not control or direct the Client's contractor, sub-contractors, or other consultants, and assumes no responsibility for the contractor's means and methods or for locating defects, errors, or omissions in construction or deviations from the Engineer's construction documents. If the Client requires the use of any systems, products or applications or changes the nature or function of the Project, e.g., apartments to condominiums, contrary to, or without, the recommendation of the Engineer, the Engineer shall not be liable for the use of those systems, products or applications or such other Project changes. The Client shall indemnify, defend and hold the Engineer

harmless from and against any damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, arising out of or resulting from the use of such systems, products or applications or such other Project changes, except to the extent such damage, loss, judgment or expense is the result of the sole negligence or willful misconduct of the Engineer.

**2.3. Standard of Care.** Notwithstanding any term or condition to the contrary, the sole standard governing the Engineer's performance shall be the "Standard of Care," which means that, in accordance with Texas Civil Practice and Remedies Code section 130.0021(a), the Engineer shall perform its services with the professional skill and care ordinarily provided by competent MEP engineers practicing under the same or similar circumstances and professional license. Any provision establishing a different standard of care than the foregoing shall be void and unenforceable and the foregoing "Standard of Care" shall instead apply to Engineer's performance of its services.

**2.4 Independent Contractor.** In all cases, the Engineer shall be acting as an independent contractor, and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the Engineer and the Client.

### ARTICLE 3: COMPENSATION FOR SERVICES

**3.1 Payments.** Engineer will invoice Client in accordance with this Agreement, and any Amendment(s) for services and reimbursables. Client agrees to promptly pay Engineer the full amount of each such invoice upon receipt. In no event

shall Engineer's failure to bill on a monthly basis constitute a waiver of Client's payment obligations, nor a default under the terms and conditions of this Agreement.

**3.2 Statements and Payment.** Fees for professional services and reimbursable expenses will be invoiced to the Client based on the work completed. Client's failure to pay invoices within thirty (30) days from the date on the invoice shall be considered substantial nonperformance and shall be grounds for Engineer to terminate or suspend the Agreement. Additionally, balances past due longer than 30 days from the invoice date will accrue interest at the rate of 1.5% per month (18% per annum).

#### **ARTICLE 4: TERMINATION OF SERVICES**

**4.1 Termination.** Either Engineer or Client may terminate the Agreement upon ten (10) days' written notice to the other Party, in which event Client shall pay Engineer for all services rendered and reimbursable expenses incurred before the date of termination.

#### **ARTICLE 5: CLAIMS**

**5.1 LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISK AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, AND SUBCONSULTANTS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF EXPRESS WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS **SHALL NOT EXCEED THE ENGINEER'S FEE PAID BY THE CLIENT.**

**5.2 Claims for Consequential Damages.** The Engineer and the Client mutually waive claims for special, indirect, and consequential

damages for claims, disputes, or other matters in question arising out of or relating to this Agreement, including without limitation the following categories of damages: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Engineer's services. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**5.3 Betterment.** If, due to Engineer's error or omission, any required item or component of the project is omitted from Engineer's construction documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project, or otherwise adds value or betterment to the project. In no event will Engineer be responsible for any cost or expense that provides additional value, betterment, upgrade, or enhancement of the project

**5.4 Sole Recourse.** The parties intend that Engineer's services shall not subject Engineer's individual employees, officers, or directors to any personal legal exposure. Therefore, notwithstanding anything in this Agreement to the contrary, Client agrees that any claim, demand, or suit, related in any way to the Agreement or Project, shall be directed and/or asserted only against Engineer, a Texas corporation, and not against any of its employees, officers, or directors.

**5.5 Waivers of Subrogation.** The Client and Engineer waive all rights against each other, and any of Engineer's consultants, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by

the Client as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### **ARTICLE 6: DISPUTE RESOLUTION**

**6.0 Mediation.** Any claim, dispute, or other matter in question arising out of or related to this Agreement or Project shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. As a condition precedent to submitting a request for mediation under this Section, the Client shall provide the Engineer with a Certificate of Merit that meets the requirements of Chapter 150 of the Texas Civil Practice and Remedies Code. Unless agreed otherwise by the Parties in writing, mediation shall take place in Travis County, Texas.

**6.1 Binding Dispute Resolution.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any claim, dispute or other matter in question arising out of or related to this Agreement and/or the services provided by Engineer shall be subject to the following method of binding dispute resolution:

[X] Litigation pursuant to Section 6.2 of this Agreement

**6.2 Litigation.** Any claim, dispute, or other matter in question arising out of or related to this Agreement or Project shall be decided by litigation in Travis County, Texas.



**6.3 Joinder.** Engineer will not be required to participate in any mediation, litigation, or other dispute resolution proceeding with any parties other than Client, without Engineer's express written consent.

**6.4 Statute of Limitations.** Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued on the date the drawings are sealed.

**6.5 No Damages for Delay.** Client specifically agrees that, while Engineer agrees to employ reasonable efforts to accomplish its work in a timely manner, Engineer does not control the construction schedule and generally disclaims responsibility for it. Engineer shall in no way be liable for damages of any kind for delays in the construction of the project subject to the Agreement.

## ARTICLE 7: OWNERSHIP OF DOCUMENTS

**7.1 Copyright and Use of Instruments of Service.** Engineer shall be deemed the author and Owner of all drawings, specifications, computer files, electronic media (CAD/Revit), field data, notes, and other documents prepared by Engineer for the Project ("Instruments of Service"). Engineer shall retain all common law, statutory, and other reserved rights, including the copyright, in the Instruments of Service. By execution of this Agreement, the Engineer grants to the Client a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Upon completion of the services and payment in full of all monies due Engineer, Client may retain copies of all such documents. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project, and Client's use of

these documents is subject to the release and indemnity in 7.3, below. Any reuse of such documents without written consent of Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer.

**7.2 Publicity.** Engineer shall be allowed reasonable access to the Project to photograph or otherwise document the completed work in place, and may include representations of the design, including photographs of the constructed work in its marketing materials.

**7.3 Indemnification/Release of Drawings.** IN THE EVENT THE CLIENT USES THE ENGINEER'S INSTRUMENTS OF SERVICE WITHOUT RETAINING THE ENGINEER, THE CLIENT RELEASES THE ENGINEER FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE CLIENT, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ENGINEER FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE (INCLUDING COUNSEL TO BE SELECTED AT ENGINEER'S SOLE AND EXCLUSIVE DISCRETION), RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE IN ANY WAY FROM THE CLIENT'S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ENGINEER AND/OR ITS CONSULTANT(S).

**7.4 NOTWITHSTANDING THE PROVISIONS IN SECTION 7.3, IN ACCORDANCE WITH TEXAS INSURANCE CODE SECTION 151.102, CLIENT SHALL NOT BE REQUIRED TO INDEMNIFY OR DEFEND THE ENGINEER FOR A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERN-**

**MENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE ENGINEER. THE EXCEPTION IN THIS SECTION 7.4, HOWEVER, SHALL NOT APPLY TO A CLAIM FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CLIENT, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.**

## ARTICLE 8: MISCELLANEOUS

**8.1 Assignment.** Except as otherwise provided by this Agreement, neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

**8.2 Fast-Track and Long Lead Packages.** One construction document package will be issued for this project. Individual phasing / fast-track document packages, and long-lead equipment prepurchase packages, will not be required, or may be provided for an additional service fee. The Client acknowledges that fast-track design packages provide a benefit, but also carry associated risks, including the potential need to redesign or repurchase elements of the design that change later in the project. If long lead purchase or fast-track deliverables are required, the Client agrees to cover the engineering fees and construction costs associated with these risks

**8.3 Entire Agreement.** The Agreement, including the exhibits, contains the entire agreement between Engineer and Client, and supersedes and controls over all prior written or oral understandings. The Agreement may be modified only by written document executed by both parties.

**8.4 Client's Representations.** By signing, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Client further represents that it has

full legal Ownership of the property subject to the Project, and Client will notify Engineer in writing within five (5) days of any property Ownership changes. Client agrees that Engineer is not an agent for the Client, and neither Engineer nor Client owes a fiduciary duty to the other. To the extent that Engineer is relying upon documentation supplied to it by Client or the Client's consultants, Engineer shall be entitled to rely upon the accuracy of those documents in preparing its drawings

# Fee Proposal



DATE: 7/15/2024  
 CLIENT: Studio SW Architects  
 PROJECT: Southside Teen Center Addition  
 LOCATION: Santa Fe, NM

DESCRIPTION: *Cost Estimating for Civil, Structural, Architectural and MEP systems. Kitchen equipment (cooler/freezer) is excluded. Travel is excluded.*

## SUBMITTALS:

S1: Schematic Design Submittal  
 S2: Design Development Submittal  
 S3: Construction Documents  
 S4:  
 S5:  
 S6:

## FEES:

PRINCIPAL  
 SENIOR ESTIMATOR  
 ESTIMATOR  
 JR. ESTIMATOR

TOTAL

HOURS  
 AMOUNT

		SUBMITTAL				TOTAL	
	RATE	S1	S2	S3	S4	HRS	AMOUNT
	\$159.00	4	4	4		12	\$1,908.00
	\$149.00	6	8	8		22	\$3,278.00
	\$99.00	24	32	32		88	\$8,712.00
	\$85.00	8	8	8		24	\$2,040.00
		42	52	52	0	146	
		\$4,586.00	\$5,676.00	\$5,676.00	\$0.00		\$15,938.00

## REIMBURSABLES:

AIRFARE  
 MEALS  
 LODGING  
 MILEAGE  
 REPRODUCTION  
 SHIPPING  
 LONG DISTANCE  
 OTHER

REIMBURSABLES:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TAXES	0.000%	\$0.00				
SUBTOTAL, FEES/EXPENSES		\$4,586.00	\$5,676.00	\$5,676.00	\$0.00	\$15,938.00

Proposal is valid for a period of 12 months from the above date.

4600A Montgomery NE, Suite 202, Albuquerque, NM 87109  
 505-883-7990 fax 505-212-0102










# TeenCenter\_SSW\_Professional\_Services\_Final CAO with Exhibit A

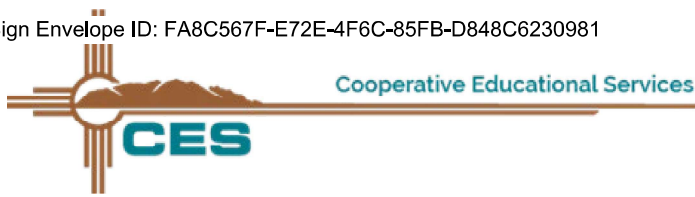
Final Audit Report

2024-11-04

Created:	2024-11-01
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzEe7Qmw5Iz-A2HQMx725kbtuZJ7Ree3t

## "TeenCenter\_SSW\_Professional\_Services\_Final CAO with Exhibit A" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-11-01 - 10:06:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Ron Burstein (rburstein@studioswarch.com) for signature  
2024-11-01 - 10:07:41 PM GMT
-  Email viewed by Ron Burstein (rburstein@studioswarch.com)  
2024-11-01 - 10:14:19 PM GMT- IP address: 98.60.72.200
-  Document e-signed by Ron Burstein (rburstein@studioswarch.com)  
Signature Date: 2024-11-01 - 10:22:40 PM GMT - Time Source: server- IP address: 98.60.72.200
-  Document emailed to klnault@santafenm.gov for signature  
2024-11-01 - 10:22:42 PM GMT
-  Email viewed by klnault@santafenm.gov  
2024-11-04 - 4:06:00 PM GMT- IP address: 104.47.64.254
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault  
2024-11-04 - 4:06:27 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)  
Signature Date: 2024-11-04 - 4:06:29 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-11-04 - 4:06:29 PM GMT



## Contract Award Letter

October 5, 2022

Studio Southwest Architects, Inc.  
2101 Mountain Rd NW Ste B  
Albuquerque, NM 87104

Re: Contract Award for:

2023-01-C111-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 blue 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-C111-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 Studio Southwest Architects, Inc., with its principal office located at 2101 Mountain Rd NW Ste B, Albuquerque, NM 87104 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

Studio Southwest Architects, Inc.

David Chavez

Printed Name

By: David Chavez

Jeremy Dreskin

Printed Name

By: DocuSigned by:  
Jeremy Dreskin  
6D8795F020A3409...

Title: Executive Director

Title: Jeremy Dreskin

Date: 10/6/2022

Date: 10/26/2022



**ATTACHMENT A  
TO CONTRACT 2023-01-C111-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

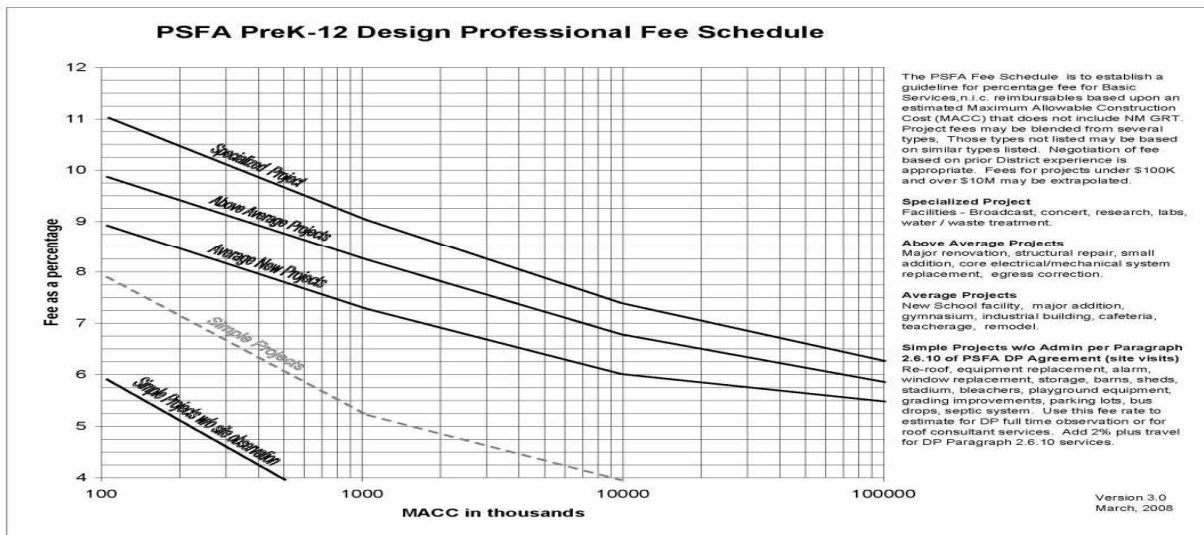
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

### 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;
2. Conceptual design and alignment studies;
3. Schematic design phase;
4. Design development phase;
5. Construction documents phase;
6. Procurement and/or bidding phase;
7. Construction phase;
8. Project acceptance and close-out;
9. Project 11-month warranty phase
10. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2024

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> Brown & Brown Insurance Services, Inc. PO Box 94450  Albuquerque NM 87199	<b>CONTACT NAME:</b> Kim Haines <b>PHONE (A/C, No, Ext):</b> (505) 821-5888 <b>E-MAIL ADDRESS:</b> Kimberlee.Haines@bbbrown.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> The Continental Insurance Company <b>INSURER C:</b> Great Midwest Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20443 35289 18694   
<b>INSURED</b>  Studio Southwest Architects, Inc. 2101 Mountain Rd. NW Suite B Albuquerque NM 87104		

**COVERAGES** **CERTIFICATE NUMBER:** 24-25 WC 23-24 All Others **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B6019972538	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <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			BUA6019972491	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B6019972572	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<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 <input checked="" type="checkbox"/> N	N / A	WC 6 25200150	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Errors & Omissions (Not Underlying of Umbrella Limit)			AE-GM-0000140-03	08/08/2023	08/18/2024	Liability Limit \$2,000,000 Aggregate Limit \$4,000,000 Retention \$30,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Santa Fe Southside Teen Center Addition CES Contract No. 2023-01-C11-ALL

**CERTIFICATE HOLDER**

City of Santa Fe  
200 Lincoln Avenue

Santa Fe

NM 87501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kimberlee Haines*

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# Memo\_TeenCenter\_Additions\_StudioSouthwest\_08082024\_SSD3 GC1 SB1 RW revised

Final Audit Report


2024-11-19

Created:	2024-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5-Zt41YXXnOf22aYsID3tRUfgPGF61JQ

## "Memo\_TeenCenter\_Additions\_StudioSouthwest\_08082024\_SS D3 GC1 SB1 RW revised" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2024-11-18 - 10:07:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Spencer Schwartz (smschwartz@santafenm.gov) for signature  
2024-11-18 - 10:14:46 PM GMT
-  Email viewed by Spencer Schwartz (smschwartz@santafenm.gov)  
2024-11-18 - 11:07:19 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Spencer Schwartz (smschwartz@santafenm.gov)  
Signature Date: 2024-11-18 - 11:07:28 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2024-11-18 - 11:07:31 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2024-11-19 - 2:35:16 AM GMT- IP address: 73.228.3.65
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2024-11-19 - 2:36:38 AM GMT - Time Source: server- IP address: 73.228.3.65
-  Document emailed to Brian Stinett (bjstinett@santafenm.gov) for signature  
2024-11-19 - 2:36:41 AM GMT
-  Email viewed by Brian Stinett (bjstinett@santafenm.gov)  
2024-11-19 - 5:56:20 AM GMT- IP address: 67.0.50.139
-  Document e-signed by Brian Stinett (bjstinett@santafenm.gov)  
Signature Date: 2024-11-19 - 5:56:45 AM GMT - Time Source: server- IP address: 67.0.50.139




 Document emailed to Maria Tucker (metucker@ci.santa-fe.nm.us) for signature

2024-11-19 - 5:56:48 AM GMT

 Email viewed by Maria Tucker (metucker@ci.santa-fe.nm.us)


2024-11-19 - 1:09:15 PM GMT- IP address: 172.59.0.197

 Document e-signed by Maria Tucker (metucker@ci.santa-fe.nm.us)

Signature Date: 2024-11-19 - 1:09:57 PM GMT - Time Source: server- IP address: 172.59.0.197

 Document emailed to rawheeler@santafenm.gov for signature


2024-11-19 - 1:10:00 PM GMT

 Email viewed by rawheeler@santafenm.gov

2024-11-19 - 2:35:59 PM GMT- IP address: 104.47.65.254

 Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-11-19 - 4:24:36 PM GMT- IP address: 174.205.165.38

 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-19 - 4:24:38 PM GMT - Time Source: server- IP address: 174.205.165.38

 Agreement completed.

2024-11-19 - 4:24:38 PM GMT









# Memo\_TeenCenter\_Additions\_StudioSouthwest\_08082024\_SSD3 GC1 SB1 RW revised SIGNED

Final Audit Report













2024-12-01

Created:	2024-11-21
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI-AnFICOsp5X24aXLZZa9PbnATeXcnpn

## "Memo\_TeenCenter\_Additions\_StudioSouthwest\_08082024\_SS D3 GC1 SB1 RW revised SIGNED" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-11-21 - 8:10:20 PM GMT- IP address: 97.182.23.177
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2024-11-21 - 8:14:33 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-11-21 - 9:07:22 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-11-21 - 9:09:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda  
(tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-11-21 - 9:09:12 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-11-22 - 5:46:05 AM GMT- IP address: 104.28.50.165
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2024-11-22 - 5:29:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to mtbonifer@santafenm.gov for signature  
2024-11-22 - 5:29:42 PM GMT



-  Email viewed by mtbonifer@santafenm.gov  
2024-11-22 - 5:43:15 PM GMT- IP address: 104.47.65.254
-  Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer  
2024-11-22 - 5:44:24 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)  
Signature Date: 2024-11-22 - 5:44:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-11-22 - 5:44:30 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-11-26 - 9:13:27 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2024-11-26 - 9:18:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign  
2024-11-26 - 9:19:03 PM GMT
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-11-26 - 9:23:14 PM GMT- IP address: 104.28.76.95
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-11-29 - 4:14:56 AM GMT- IP address: 172.225.216.113
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-11-30 - 11:55:02 PM GMT- IP address: 104.28.97.20
-  Document e-signed by Randy Randall (rrandall@santafenm.gov)  
Signature Date: 2024-12-01 - 2:12:02 AM GMT - Time Source: server- IP address: 68.105.56.157
-  Agreement completed.  
2024-12-01 - 2:12:02 AM GMT







# 24-0682 Studio Southwest Architects

Final Audit Report

2024-12-10

Created:	2024-12-10
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjftGvSnGpMSrhzSQWaGAadC4RVGrkH2X

## "24-0682 Studio Southwest Architects" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-12-10 - 9:03:15 PM GMT- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature  
2024-12-10 - 9:07:31 PM GMT
-  Email viewed by axsalazar@santafenm.gov  
2024-12-10 - 9:17:00 PM GMT- IP address: 174.218.24.39
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar  
2024-12-10 - 9:17:39 PM GMT- IP address: 174.218.24.39
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)  
Signature Date: 2024-12-10 - 9:17:41 PM GMT - Time Source: server- IP address: 174.218.24.39
-  Agreement completed.  
2024-12-10 - 9:17:41 PM GMT