

Date: February 20, 2025

To: Mark Scott, City Manager

From: Tim Farrell, Public Works Project Development Manager 

Via: Regina Wheeler, Public Works Department Director 
Eric Candelaria, ITT Department Director 
Sam Burnett, Facilities Division Director 

Subject: Market Station Condominium Remodel

Vendor Name: Woven Architecture, LLC

Vendor Number: 5149

ACTION:

Request for Approval of a Professional Services Contract with Woven Architecture, LLC in the Total Amount of \$110,352 Including NMGRT for Market Station Condominium Planning and Design. (Tim Farrell, Public Works Property Development Manager, tgarrell@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250363.

BACKGROUND AND SUMMARY:

The Public Works Department's Facilities Management Division is preparing to develop the southern portion of the City-owned Market Station office condominium for re-use as the offices of the City's ITT Department. Previously occupied by various City staff, this space is currently vacant. The facility features a primarily open interior office layout with large, east- and west-facing perimeter windowed offices.

A Budget Amendment Resolution (BAR) was presented to the Governing Body on February 12, 2025, seeking approval to allocate \$1,500,000 for moving costs and necessary modifications to support the ITT Division's relocation to Market Station. Preliminary plans, developed collaboratively by Facilities Division and the ITT Department, confirm that the location meets ITT's current and future operational needs.

The design concept maintains the existing large open interior layout for general ITT staff while modifying the east and west perimeter areas to create private offices. Additional planned improvements include enhancements to the main entrance and adjacent areas to improve customer service and conferencing spaces. The project also includes constructing a new fire exit by creating a doorway in the west wall, connecting to the existing fire escape serving a neighboring office tenant on the second floor.

Approval is requested to engage Woven Architecture, LLC (Woven) to provide comprehensive design and construction administration services for this project. These services include:

- Design, HVAC/mechanical, and engineering services

- Development of biddable and permissible construction plans
- Bid review and permitting
- Construction administration

Woven will evaluate the space for layout efficiency, infrastructure optimization, and potential for future growth. The firm will produce design documents and a detailed scope of work, which will be submitted to multiple on-call general contractors for competitive bidding to ensure the City achieves the best value.

Projected Timeline:

- Design Phase: Four months to complete biddable construction documents
- Bidding and Contracting: Two months for bid review and contractor selection
- Construction Phase: Twelve months to complete interior renovations, construction of the exterior fire escape, and execute the move of the ITT Department

ATTACHMENTS:

Professional Services Contract
 Vendor Proposal
 CES Agreement #2023-01-C1127-ALL
 Certificate of Insurance (COI)
 CPO Blanket Determination List
 Horizons Service List

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Cooperative Master Agreement (CES) #2023-01-C1127-ALL, which expires on October 5th, 2026.

Chief Procurement Officer (CPO)
 (CPS)/Designee:  Date: 02/26/2025
 CPO Comment/Exceptions: _____

FUNDING SOURCE:

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

Budget Officer/Designee: Andy Hopkins Date: 02/26/2025
 Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

IT Components included? Yes | No

Approval: _____
 Comment/Exceptions: _____
 Signature:  _____
Eric Candelaria (Feb 24, 2025 08:10 MST)
 Email: edcandelaria@santafenm.gov

Vehicles included Yes | No

Approval: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Signature:  _____

Comment/Exceptions: _____ JOHN BURNETT (Feb 24, 2025 07:33 MST)

Email: jsburnett@santafenm.gov

Capital Asset* or Project?** Yes | No

Project Ledger# PWD2532051

(*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: *Josie Bolden* _____ Date: 02/26/2025

Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

Item #: 25-0084
Munis Contract #: 3250363
Co-Op #: 2023-01-C1127-ALL

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 **Woven Architecture, LLC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

Architectural services for tenant improvements at the south side of the second-floor existing leased space known as Market Station. Scope to include:

The adjacent first floor access (stair/elevator and lobby) and required emergency exit at west side.

The south side consists of approximately 16,000 SF of existing non-occupied office space plus shared bathrooms, breakroom and associated common corridors. The City has requested that space be configured for a mix of private offices, private cubicles (if cost allows), a reception area for public and staff, copy stations (some to include plotting capacity), conference rooms of varying sizes with flexibility for different furniture layouts to allow for the relocation of the ITT Division. The existing reception area, bathrooms, and breakroom are intended to be shared with future unknown tenant at north side of second floor with the remainder of the premises being securable for employee and escorted access and not accessible to the public or the future unknown tenant.

HVAC modifications in the central area, new reception area and offices to the north and south. Existing units will be replaced in kind and or modified for layout adjustments. Contractor shall meet temperature control and outside air requirements specified in writing by the City’s Facilities Director.

It is anticipated that the exterior fire escape work will need to be reviewed and approved by the

Market Station Condo Association.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering architectural and related services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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 total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred ten thousand three hundred fifty-two dollars (\$110,352).**

B. Payment. The total compensation under this Agreement shall not exceed one hundred ten thousand three hundred fifty-two dollars (\$110,352) including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. 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 **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

6. Appropriations

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

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing 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, Chapter 10, Article 16 NMSA 1978.

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed

Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

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

16. Merger

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

This Contract is issued against the Cooperative Master Agreement 2023-01-C1127-ALL, established and maintained by CES, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers' Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **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.

D. 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, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:
Tim Farrell, Public Works Project Development Manager
City of Santa Fe
Facilities Division
2651 Siringo Road, Building E
Santa Fe, NM 87505
tgfarrell@santafenm.gov

To the Contractor:
Barbara J. Felix, AIA
Woven Architecture, LLC
1114 Hickox Street, Suite A
Santa Fe, NM 87505
barbara.felix@bjfelix.com

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or 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 Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the 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 Agreement.

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

CITY OF SANTA FE:

Mark Scott
Mark Scott (Mar 4, 2025 11:29 MST)
MARK SCOTT, CITY MANAGER
Mar 4, 2025

WOVEN ARCHITECTURE, LLC
(CONTRACTOR):

Barbara J Felix
Barbara J Felix (Feb 12, 2025 09:57 MST)
BARBARA FELIX, PRESIDENT

DATE: Feb 12, 2025

NMBTIN#: 02-333143-00-7

ATTEST:

Andrea Salazar
ANDREA SALAZAR (Mar 6, 2025 09:38 MST)
ANDREA SALAZAR, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Feb 17, 2025 15:37 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

PS Contract_Woven_Market Station_STRIKES BACK_\$110k-Final CAO

Final Audit Report

2025-02-17

Created:	2025-02-12
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUUR2UITRDMXfsnVM_4xDwsxcXwtMS1UC

"PS Contract_Woven_Market Station_STRIKES BACK_\$110k-Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2025-02-12 - 3:42:25 PM GMT- IP address: 63.232.20.2
-  Document emailed to Barbara Felix (barbara.felix@bjfelix.com) for signature
2025-02-12 - 3:43:01 PM GMT
-  Email viewed by Barbara Felix (barbara.felix@bjfelix.com)
2025-02-12 - 4:45:44 PM GMT- IP address: 70.90.210.81
-  Signer Barbara Felix (barbara.felix@bjfelix.com) entered name at signing as Barbara J Felix
2025-02-12 - 4:57:53 PM GMT- IP address: 70.90.210.81
-  Document e-signed by Barbara J Felix (barbara.felix@bjfelix.com)
Signature Date: 2025-02-12 - 4:57:55 PM GMT - Time Source: server- IP address: 70.90.210.81
-  Document emailed to klnault@santafenm.gov for signature
2025-02-12 - 4:57:56 PM GMT
-  Email viewed by klnault@santafenm.gov
2025-02-17 - 10:37:10 PM GMT- IP address: 104.47.64.254
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-02-17 - 10:37:51 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-02-17 - 10:37:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-02-17 - 10:37:53 PM GMT



EXHIBIT A

City of Santa Fe – Market Station South

October 29, 2024

This Proposal/Agreement is for Architectural Services between:

The Owner: City of Santa Fe Public Works ("City")
PO Box 909
Santa Fe, NM 87504
Contact: Tim Farrell, Project Administrator; tgfarrell@santafenm.gov

The Architect: Woven Architecture, LLC ("Architect")
1114 Hickox Street, Suite A
Santa Fe, NM 87505
CES Contract #: 2023-01-C1127-ALL
Contact: Barbara J. Felix, AIA; barbara.felix@bjfelix.com

The Clients: Facilities Division/Public Works
For Planning & Land Use Division

For the Project: Market Station South

PROJECT SCOPE

The City is requesting architectural services for tenant improvements at the south side of the second floor existing leased space known as Market Station. Scope to include the adjacent first floor access (stair/elevator and lobby) and required emergency exit at west side.

The south side consists of approximately 16,000 SF of existing non-occupied office space plus shared bathrooms, break room and associated common corridors, and conference rooms. Owner has requested that space be configured for a mix of private offices, private cubicles (if cost allows), a reception area for public and staff, copy stations (some to include plotting capacity), conference rooms of varying sizes with flexibility for different furniture layouts to allow for the relocation of the ITT Division. Reception area, existing bathrooms and breakroom, to be shared with future unknown tenant at north side of second floor.

HVAC modifications in the central area, new lobby, and offices to the north and south. Existing units will be replaced in kind and or modified for layout adjustments. Temperature control and outside air requirements will be met.

It is anticipated that the exterior fire escape work will need to be reviewed and approved by the Market Station Condo Association.

Owner has a preliminary budget of \$1.5M which is to include FF&E, IT and wiring, and construction/finishes.

PROJECT TEAM

The work is to be performed by prime consultant, Woven Architecture LLC. Proposed subconsultants, to be hired and coordinated by the Architect, include:

- Structural Engineering: Martin & Martin
- Mechanical, Electrical, and Plumbing Engineering: Tipton Engineering LLC
- Probable Cost Estimation: Davenport Construction Management

SCOPE OF SERVICES

1. Schematic Design: *Confirm the form, function, and image of the project.*
 - a. Measured Drawings & Investigation:
 - i. Review and update primary dimensions based on 2014 "as-built" pdf drawings (provided by the City).
 - ii. Review and investigate existing conditions, including confirmation of potential light fixtures, carpet tile, and doors, among other elements, that can be reused.

Proposal for City of Santa Fe – Market Station South

- b. **Meetings:**
 - i. (1) Kick-off Meeting with Owner and Clients to confirm the form, function, and image of the project.
 - ii. (1) Progress Meeting with Owner to review preferred materials, proposed repairs, and goals for the project.
 - iii. (1) Meeting with the Construction Industries Division (CID) – the Authority Having Jurisdiction (AHJ) – for establishing permit requirements (this may be pushed into Design Development phase).
 - c. **Architect Deliverables:**
 - i. **Drawings:** 30% Floor plans
 - ii. **Memo/Report:** A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope and schedule.
 - d. **Owner Deliverables:**
 - i. Confirmation of approval process and department signatures required for future phases.
 - ii. Written approval of Schematic Design documents prior to beginning Design Development.
 - iii. Legal lot of record, warranty deed, survey, and other site information that may be required for building permit.
2. **Design Development Phase:** *Refine the design concept and requirements.*
- a. Continue development of drawings including beginning detailing, further development of the floor plan. Develop sections and details. Begin outline specifications to quantify the proposed work.
 - i. Create documents for submittal to HDRB.
 - ii. Develop probable cost estimate based on materials, equipment, drawings, and notes for inclusion to the Owner at the end of the phase.
 - b. **Meetings:**
 - i. (1 to 2) Progress Meeting with Owner and Clients to review progress, provide probable cost of the project and review of schedule at phase end.
 - ii. (1) HDRB Meeting.
 - c. **Architect Deliverables:**
 - i. **HDRB Drawings:** Drawings necessary for submittal to HDRB.
 - ii. **Drawings:** 60% Floor plans, reflected ceiling plan, exterior elevations, and major details.
 - iii. **Estimate of Probable Cost**
 - d. **Owner Deliverables:**
 - i. Written approval of Design Development documents prior to beginning Construction Documents.
3. **Construction Document Phase:** *Complete the construction documents.*
- a. Continued preparation of construction documents that will include detailed information concerning the architectural and historic design requirements for the scope of work. Establish quality levels of materials and systems in full specifications.
 - i. Provide drawings incorporating dimensions, materials, finishes, and details, necessary for the project:

<ul style="list-style-type: none"> ▪ Site Plan ▪ Demolition Plans ▪ Floor Plans ▪ Roof Plans 	<ul style="list-style-type: none"> ▪ Building and Wall Sections (if needed) ▪ Reflected Ceiling Plans ▪ Details ▪ Materials and Color Samples
--	---
 - b. **Meetings:**
 - i. (1 to 2) Progress Meetings with Owner to re-confirm contract requirements (for bidding) and for review of project status.
 - ii. (1) Meeting for establishment of requirements for selection of a GC/assistance with the bidding documents. Bid documents to be prepared by the City of Santa Fe.
 - c. **Architect Deliverables:**
 - i. 90% Drawings and Specifications for Owner review.
 - ii. 100% Drawings and Specifications for final bidding/cost by GC.

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

Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but are rather to allow the Architect and its consultants, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. We reserve the right to bill additional services for excessive site inspections not the fault of the design and for changes in design during construction.
 - b. The Architect will review pay applications, review shop drawings, and track the schedule. Architect will answer Requests for Information and issue Architect's Supplemental Information forms in a timely fashion.
 - c. Architect will review the Contractor's Punch List and make corrective recommendations where needed.
 - d. Architect will review Record Drawings and Operations & Maintenance Manuals (provided by the GC) for completeness.
 - e. Meetings: Weekly project meetings to be conducted at the project site. It is unknown at this point how long construction will take.
 - f. Architect Deliverables:
 - i. The Architect will issue a Punch List, followed by a Certificate of Substantial Completion noting outstanding issues, confirm that lien waivers were provided, and note what is required for a Final Pay Application.
 - ii. Architect will provide AutoCAD and PDF copies of the 'Bid and Permit Set' drawings for the Owner's record.
 - g. Owner Deliverable:
 - i. Written confirmation that Certificate of Substantial Completion has been provided identifying outstanding issues and corrective recommendations.

7. **Project Close-Out:**

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

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

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

ARCHITECTURAL FEE

The proposed fee is a fixed fee and includes consultants, expenses, NM GRT, and is based on the following assumptions:

- 1. Industry standard for basic design services fees on a renovation of a government office building ranges between 9% and 16% depending on level of services provided, including consultants. Architect proposes a design fee of 10%, including for Historic Design Review Board (HDRB) services.
- 2. Project budget is \$1.5M, after taking out FF&E of \$550,000, construction budget is \$950,000. Fee is based on 10% of estimated construction budget.

Item	%	Fee	Expense +	Sub-Total	Tax	TOTAL
1 Schematic Design	15%	\$14,250	\$250	\$14,500	\$1,187	\$15,687
2 Design Development + HDRB	23%	\$21,850	\$1,500	\$23,350	\$1,912	\$25,262
3 Construction Documents	32%	\$30,400	\$1,500	\$31,900	\$2,612	\$34,512
4+5 Bidding/Permit	5%	\$4,750	\$2,500	\$7,250	\$594	\$7,844
6 Construction Admin	23%	\$21,850	\$1,000	\$22,850	\$1,871	\$24,721
7 Close-Out	2%	\$1,900	\$250	\$2,150	\$176	\$2,326
TOTAL	100%	\$95,000	\$7,000	\$102,000	\$8,352	\$110,352

+ Expenses shown are the best estimates of reimbursable or direct expenses. Expenses, including allowances will be adjusted based on actual costs. Expenses not spent will revert to the Owner.

SCHEDULE OF WORK

Work can commence immediately upon signing this Proposal or a Contract. Based on the Architect's current workload, the following schedule of work is proposed. It is the intent of the Architect and the Owner to complete the design services in 7 to 8 months, dependent on HDRB approval.

Item		Duration*
1	Schematic Design	2-3 weeks
2	Design Development	4-6 weeks
	<i>Historic Design Review Board</i>	<i>4 weeks minimum for process/approval</i>
3	Construction Documents	3-5 weeks
4+5	Bidding/Permit	4-6 weeks
5	Construction Administration	<i>Dependent on General Contractor</i>
6	Closeout	<i>Dependent on General Contractor</i>

* *This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner or Client, or for delays or other causes beyond the Architect's reasonable control, including but not limited to, review and approval times required by public authorities having jurisdiction over the Project, as well as the time required by the Owner and Client for decision-making. Additionally, work within phases may occur simultaneously.*

REIMBURSABLE EXPENSES

Typical expenses incurred for the project include, but are not limited to, consultants not specifically identified in this proposal, plotting, printing, blueprinting, photography, mailing, and travel expenses incurred on your behalf and are billed as a reimbursable at direct cost plus 15% (plus NM Gross Receipts Tax) in addition to our proposed fees. See Exhibit A.

ADDITIONAL SERVICES

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

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

TERMS & CONDITIONS

A. DISPUTES/RESOLUTION

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

B. INDEMNIFICATION

The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

C. CERTIFICATION

The Architect shall not be required to execute any documents that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Architect cannot ascertain.

D. LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total

liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Architect's fee. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

E. TERMINATION OF SERVICES

This Agreement may be terminated by either the Owner or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

F. OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this Agreement shall remain the property of the Architect and may not be used by the Owner for any other endeavor without the written consent of the Architect.

G. MARKETING

The Owner agrees to allow the Architect to take and use photographs or other documents, including drawings, for marketing purposes. The Architect will identify the Owner on all information.

H. TERMS

All fees quoted are valid for forty-five days (45) from the date of this Agreement. It is the Architect's policy on all projects to receive a signed Agreement prior to beginning work. This retainer will be applied to the final billing.

Statements for both fees and expenses are sent monthly (on the 5th), and payment is required within thirty (30) days from the date of receipt. Should the payment exceed thirty (30) days, service may be interrupted and result in a schedule adjustment. The Architect has the right to add a delinquency charge of eighteen (18) percent (1.5%) per month for any unpaid balance thirty days overdue. If payment is not received within thirty days of receipt of invoice, the Architect reserves the right to withhold plans and documents from the review process and the right to suspend or terminate services. If any portion or all of an account remains unpaid ninety days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

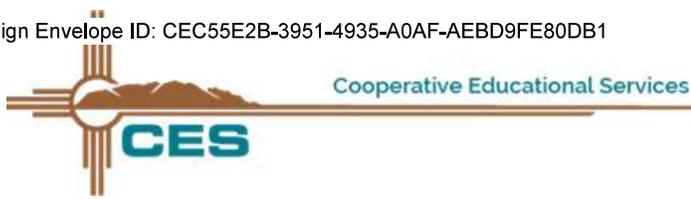
I. ACCEPTANCE AND APPROVAL

By signing this Proposal, the Owner and the Architect agree with the Scope of Services to be provided and agree that this Proposal shall function as the Agreement for Services.



Barbara J. Felix, AIA, President
Woven Architecture, LLC

City of Santa Fe



Contract Award Letter

October 5, 2022

Barbara J. Felix Architecture + Design, LLC
511 Agua Fria St
Santa Fe, NM 87501

Re: Contract Award for:

2023-01-C1127-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". The signature is written in a cursive style with a large, looped "D" and "C".

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-C1127-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 Barbara J. Felix Architecture + Design, LLC, with its principal office located at 511 Agua Fria St, Santa Fe, NM 87501 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

Barbara J. Felix Architecture + Design, LLC

David Chavez
Printed Name

Barbara J. Felix
Printed Name

By: David Chavez

By: DocuSigned by: Barbara J. Felix
B5FACB35BDE041C...

Title: Executive Director

Title: President

Date: 10/6/2022

Date: 10/30/2022



**ATTACHMENT A
TO CONTRACT 2023-01-C1127-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

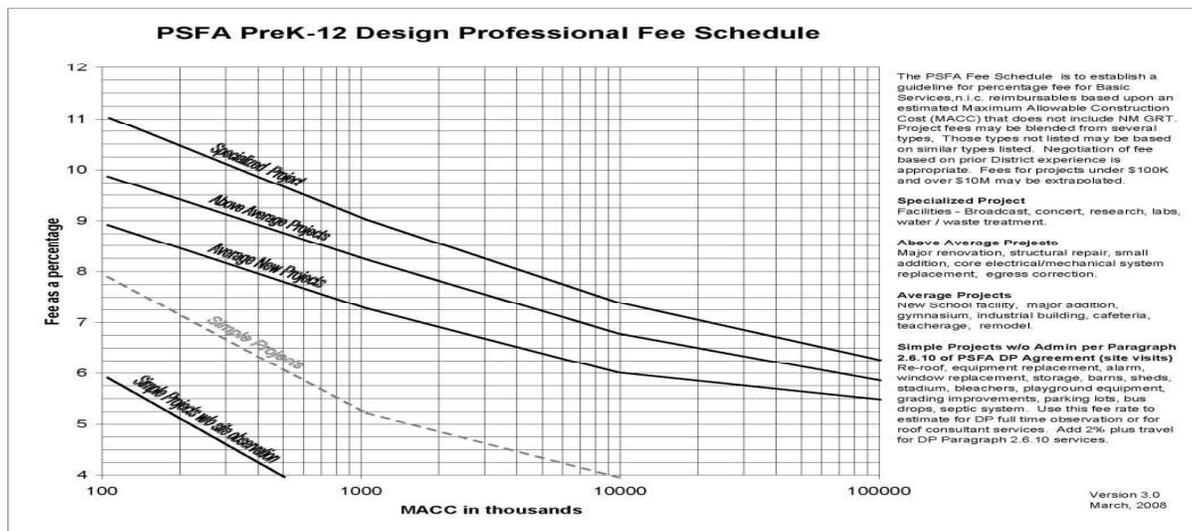
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

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;
236. Conceptual design and alignment studies;
237. Schematic design phase;
238. Design development phase;
239. Construction documents phase;
240. Procurement and/or bidding phase;
241. Construction phase;
242. Project acceptance and close-out;
243. Project 11-month warranty phase
244. 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.



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024

Blanket Services Determination

Final Audit Report

2024-11-26

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"Blanket Services Determination" History

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-  Agreement completed.
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Services Offered to the City of Santa Fe (2025)

Approved:

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

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

Permissive:

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

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

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

Contract Packet_Market Station remodel_11 14 24_CG1 TF2 ELK2 SB3

Final Audit Report

2025-02-24

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 Signer rawheeler@santafenm.gov entered name at signing as RW

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Signature Date: 2025-02-24 - 4:45:52 PM GMT - Time Source: server- IP address: 216.207.130.218

 Agreement completed.

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25-0084 Woven Architecture, LLC

Final Audit Report

2025-03-05

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"25-0084 Woven Architecture, LLC" History

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