




Date: November 20, 2024

To: Governing Body

From: Caryn Grosse, PMP, Facilities Project Manager III 

Via: Regina Wheeler, Public Works Department Director 
Sam Burnett, Facilities Division Director 
Regina Wheeler (Nov 21, 2024 16:54 MST)
JOHN BURNETT (Nov 20, 2024 17:16 MST)

Subject: Mary Esther Gonzales Addition

Vendor Name: FacilityBUILD, Inc.

Munis Vendor Number: 6681

ACTION:

Request for Approval of Amendment #2 to the General Services Contract with FacilityBUILD, Inc., for Design and Construction of an Addition at Mary Esther Gonzales Senior Center to Extend the Term to June 30, 2025. (Caryn Grosse, Public Works Project Manager; clgrosse@santafenm.gov)

CONTRACT NUMBER:

The FY23 Munis Contract Number is 3203945.

BACKGROUND AND SUMMARY:

The Governing Body approved the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement A20E5288 in November 2022, which provided \$2,484,852 to plan, design, construct, equip, and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). The reversion date of this state grant has been extended to June 30, 2025. The design contract was approved in May 2023. Amendment #1 added construction to the scope and was approved by the Governing Body in November 2023.

While the interior construction is expected to be substantially complete by the end of December, colder temperatures may delay completion of the retaining wall, sidewalk and patio. In addition, there are a variety of activities, including inspections, punch list and warranty, installation of furniture and equipment, and so on, which are necessary to close out the construction phase and prepare the space for use. To accommodate these activities, Amendment #2 to extend the contract term to June 30, 2025 is required.

The scope of the project includes renovation of the arts and crafts room to create ADA-accessible restrooms, reconfiguration of the fitness room to provide additional access for users, and the construction of 2 additional rooms. Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe and staff have seen a dramatic increase in the number of clients who use wheelchairs. These additional rooms will provide greater accessibility to activities offered by the Senior Center.

ATTACHMENTS:

Amendment #2
Amendment #1 23-0671
General Services Contract 23-0354
Certificate of Insurance

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, 30-00000-23-00070, which expires on July 31, 2025.

Chief Procurement Officer (CPS)/Designee: *John J. [Signature]* Date: 11/22/2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

State of NM Aging and Long-Term Services Department Capital Appropriation Project Grant A20E5288
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970
Project Name/Number: MEG Expansion/Renovation/SSD2124113

Budget Officer/Designee: *Andy Hopkins* Date: 11/22/2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities Furniture Fixtures Equipment included? Yes | No

Approval: _____ Signature: *[Signature]* Date: _____
JOHN BURNETT (Nov 20, 2024 17:16 MST)
Comment/Excepti Email: jsburnett@santafenm.gov

Capital Asset* or Project**? Yes | No

Project Ledger# _____
(*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: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Anticipated length of project: completion on or before 6/30/2025

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

Item # _____
Munis Contract # 3203945
Original Contract Item # 23-0354
SWPA # 00-00000-20-00110

**CITY OF SANTA FE
AMENDMENT No. 2 TO
GENERAL SERVICES CONTRACT
ITEM #23-0354**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 6, 2023, (the "Contract"), between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with design and construction services for the expansion of the Mary Esther Gonzales Senior Center.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 5 of the Contract is hereby deleted in its entirety and the City and Contractor substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City and end on June 30, 2025. The City reserves the right to renew the Agreement on an annual basis by mutual agreement, not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe General Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR: FacilityBUILD, Inc.

ALAN WEBBER, MAYOR


[cameron kilcup \(Nov 15, 2024 10:42 MST\)](#)

CAMERON KILCUP, PRESIDENT


DATE: _____

DATE: 11/15/2024
NMBTIN# 02-947637-002

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:


[Kevin L. Nault \(Oct 25, 2024 14:14 MDT\)](#)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR





Amend_2_FacilityBuild_MEG_FINAL

Final Audit Report

2024-10-25

Created:	2024-10-25
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAADhM-tCywU1D0ebIKjXB9AyMamUw3r1h

"Amend_2_FacilityBuild_MEG_FINAL" History

-  Document created by JULIE KENNY (jckenny@santafenm.gov)
2024-10-25 - 7:48:46 PM GMT- IP address: 63.232.20.2
-  Document emailed to klnault@santafenm.gov for signature
2024-10-25 - 7:49:10 PM GMT
-  Email viewed by klnault@santafenm.gov
2024-10-25 - 8:14:15 PM GMT- IP address: 104.47.65.254
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-10-25 - 8:14:29 PM GMT- IP address: 172.59.0.218
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-10-25 - 8:14:31 PM GMT - Time Source: server- IP address: 172.59.0.218
-  Agreement completed.
2024-10-25 - 8:14:31 PM GMT






Amend_2_FacilityBuild_MEG_FINAL

Final Audit Report

2024-11-15

Created:	2024-11-15
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUpXyFHh3Wz1mmtjHyLcSxDyXwCHR5KhD

"Amend_2_FacilityBuild_MEG_FINAL" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-15 - 5:19:59 PM GMT- IP address: 63.232.20.2
-  Document emailed to cameron kilcup (camkilcup@facilitybuild.com) for signature
2024-11-15 - 5:25:47 PM GMT
-  Email viewed by cameron kilcup (camkilcup@facilitybuild.com)
2024-11-15 - 5:40:37 PM GMT- IP address: 96.72.10.145
-  Document e-signed by cameron kilcup (camkilcup@facilitybuild.com)
Signature Date: 2024-11-15 - 5:42:52 PM GMT - Time Source: server- IP address: 174.240.18.89
-  Agreement completed.
2024-11-15 - 5:42:52 PM GMT

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES AGREEMENT
ITEM #23-0354

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES AGREEMENT, dated June 6, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the City of Santa Fe with design and construction services in the expansion of the Mary Esther Gonzales Senior Center.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2 of the Agreement is amended to add to the scope of work so that Article 2 reads as follows:

Contractor shall design additions to the Mary Esther Gonzales Senior Center, located at 1121 Alto Street, Santa Fe, NM 87501, per the Design Cost Proposal RFE: 23-076, attached hereto and made a part thereof, and in accordance with all of the provisions of the contract with the State of New Mexico price agreement # 00-00000-20-00110. This work includes, but is not limited to the following:

- a. Approximately 3,150 square foot addition to the west side of the building containing offices

for counseling, client assessment and respite.

- b. Approximately 2,000 square foot addition to the south side of the building for two new multipurpose rooms, renovation of an existing arts and crafts room into new accessible restrooms.
- c. Work to include drawings and specifications, building permit application and all associated documentation.

In addition, Contractor shall also construct the south side addition per the plans, which shall include two new rooms, labeled as billiards room and arts and crafts room, and a courtyard, renovate the existing arts and crafts room for new ADA accessible restrooms, and expand the fitness room, per the proposal dated September 5, 2023, marked "Exhibit A," which is attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of \$1,747,444.50, so that Article 3, reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>Price</u>
01 Design & Value Engineering (original contract)	\$169,548.20
02 Construction of addition and other renovations (Amendment #1)	\$1,346,000.00

<u>Unanticipated Cost Overrun:</u>	<u>Price</u>
20% Unanticipated Construction Cost Overrun*	\$269,200.00

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 20% of the project cost, \$269,200.00,

The total compensation under this Agreement shall not exceed \$1,930,874.46 including New Mexico gross receipts tax.

3. TERM:

Article 5 of the Agreement is hereby amended to read as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe General Service Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR: FacilityBuild



ALAN WEBBER, MAYOR


CAMERON KILCUP, PRESIDENT

DATE: Dec 4, 2023

DATE: 10/3/23

CRS# 02-947637-002
Registration# 224809

ATTEST:


GERALYN CARDENAS (Dec 4, 2023 16:00 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/29/2023 *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 29, 2023 15:57 MDT)

ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 2, 2023 12:22 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.572960 SSD2124113 AH
Org. Name/Org #

CONSTRUCTION BUDGET COST PROPOSAL

Date: 9/5/2023

RFE: 23-076

City of Santa Fe
 CARYN GROSSE, PMP PUBLIC WORKS
 120 SOUTH FEDERAL PL. #305,
 SANTA FE, NM 87501

Physical Job Address: 1121 ALTO ST., SANTA FE, NM 87501

Plans and specifications provided by: Mifsud Associates Architects, LLC.

Architectural Firm: Mifsud Associates Architects, LLC
 227 East Palace Avenue, Suite E
 Santa Fe, NM 87501

Project: CITY OF SANTA FE – MARY ESTER GONZALES SENIOR CENTER – RENOVATIONS – DESIGN ONLY
Procurement Contract: State Wide Pricing Agreement (SPA)

Email address: CLGROSSE@SANTAFENM.GOV

Telephone # (505) 955-5938

Architect: Paul Mifsud
 505-982-2363

Scope of Work:

Phase 1: construct addition at Mary Esther Gonzales Senior Center, including two (2) new multi-purpose rooms on the southeast side of the building totaling about 2,000 square feet, renovate an existing arts and crafts room into new ADA accessible restrooms, and reconfigure walls between the existing fitness and billiards room and provide a courtyard and hallways for access/egress.

Phase 2: develop construction plans for an approximately 2,600 square foot addition to the west side of the building and containing offices for counseling, client assessment and respite, with ADA accessible unisex restroom and employee breakroom.

2) Per plan sheets A-1, A-2 and A-3 dated 7/12/2023 by Mifsud Associates Architect as approved 7/13/2023 by owner and to include owner approved updated revisions.

Clarifications:

1) This is a budget proposal; final construction costs to be based upon final design documents, not to exceed the specified budget of \$1,808,386, including tax.

Excludes:

Items not shown on drawings, including repair or replacement of existing architectural, structural, electrical, fire systems, life safety, any existing facility code violations, hidden conditions or additional material testing outside the project area and not included in the design process, and site improvements beyond the construction documents. Existing Irrigation or landscape work or any design construction work not specifically described in the scope of work, construction documents, new design drawings or specification is not included. Material Testing, Hazardous Materials Assessment, Abatement, Disposal, existing Fire Alarm and Fire Protection that are not part of the design proposal unless specifically noted otherwise.

				\$1,346,000.00
	Contingency		20%	\$269,200.00
			Subtotal	\$1,615,200.00
NM GRT @	City of Santa Fe	8.1875%		\$132,244.50
			TOTAL	\$1,747,444.50

FacilityBUILD's Authorized Signature:


 R LONG rlong@facilitybuild.com

date 9/5/2023

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name:

Client Authorized Signature:

date

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
 5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616 www.facilitybuild.com



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203945

Contractor: FacilityBUILD, Inc

Description: Design and construction to expand the MEG Senior Center.

Contract Agreement Lease / Rent Amendment

Term Start Date: 05/31/2023 Term End Date: 12/31/2023

Approved by Council Date: _____

Contract / Lease: 3203945

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ 1,747,444.50

Extend Termination Date to: December 31, 2024

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Agreement was approved by Governing Body on May 31, 2023.

3. **Procurement History:** SPA 00-00000-20-00110

[Signature] Nov 1, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** SnrCmDvCIP SSD2124113 **Org / Object:** 3459981/572960

Andy Hopkins Oct 30, 2023
Andy Hopkins (Oct 30, 2023 14:24 MDT) _____ Date: _____

Budget Officer Approval: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse Phone # 505-955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBUILD

Procurement Title: Amendment #1 to Add Compensation and Extend the Term

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works/Facilities Div Staff Name Caryn Grosse, PMP

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Caryn Grosse, PMP Project Administrator, Sr 10/3/2023

Department Rep Printed Name (attesting that all information included) Title Date
Chief Procurement Officer Nov 1, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe, New Mexico

Memorandum



DATE: October 18, 2023

TO: Governing Body

VIA: Regina Wheeler, Public Works Director 
Maria Sanchez-Tucker, Community Services Department Director 
Manuel Sanchez, Senior Services Division Director 
Sam Burnett, Facilities Division Director 

FROM: Caryn Grosse, PMP, Facilities Project Administrator Sr. 

ACTION:

Approval of Amendment#1 to Item #23-0354 for General Services Contract with FacilityBUILD, Inc. to Design and Construct an Addition at Mary Esther Gonzales Senior Center to add Scope, Increase the Contract Amount to \$1,930,874.46, including NMGR, and Extend the Term to December 31, 2024. (Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938)

BACKGROUND AND SUMMARY:

The Governing Body approved the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement A20E5288 in November 2022, which provides \$2,484,852 to plan, design, construct, equip, and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). This state grant currently expires on June 30, 2024.

The schedule for this project is being compressed to encumber and expend the grant as quickly as possible. In order to begin construction as soon as drawings are complete, this amendment is being processed before the final construction costs based on the 100% design has been developed. The amendment cost includes cost estimate based on 60% design plus 20% contingency for unanticipated costs and additional design.

The design contract in the amount of \$183,657.15 was approved in May 2023. Design and construction drawings are progressing beyond 60% completion and the plans are expected to be completed and ready for construction in November 2023.

Scope includes renovation of the arts and crafts room to create ADA-accessible restrooms, reconfiguration of the fitness room to provide additional access for users, and the construction of 2 additional rooms. Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe and staff have seen a dramatic increase in the number of clients who use wheelchairs. These additional rooms will provide greater accessibility to activities offered by the Senior Center.

City Staff is requesting a six-month extension from the State for the grant funding. While the construction is planned to be substantially complete by the end of June, there are a variety of activities, including inspections, punch list and warranty, installation of furniture, and so on, which are necessary to close out the construction phase and prepare the space for use. To accommodate these activities, the amendment extends the contract term to December 31, 2024.

PROCUREMENT METHOD:

The procurement method is via NM Statewide Price Agreement (SWPA) # 30-00000-23-00070 General Construction Services State-Wide which expires on June 30, 2024.

FUNDING SOURCE:

State of NM Aging and Long-Term Services Department Capital Appropriation Project Grant A20E5288

Project Name/Number: MEG Expansion/Renovation/SSD2124113

Fund Name/Number: CIP Community Development/Fund 345

Munis Org Name/Number: Seniors/Comm Dev CIP/3459981

Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:

Amendment #1 and FacilityBUILD proposal

Summary of Contracts

Procurement Checklist

FacilityBUILD, Inc. Preliminary Schedule

FacilityBUILD, Inc. 95% Construction Plans

FacilityBUILD, Inc. Contract 23-0354

FacilityBUILD Business License

FacilityBUILD Certificate of Insurance

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

MEG Center Expansion Contract

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FacilityBuild** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **FacilityBuild**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. Contractor shall design additions to the Mary Esther Gonzales Senior Center, located at 1121 Alto Street, Santa Fe, NM 87501, per the Design Cost Proposal RFE: 23-076, attached hereto and made a part thereof, and in accordance with all of the provisions of the contract with the State of New Mexico price agreement # 00-00000-20-00110. This work includes, but is not limited to the following:

- 1) Approximately 3,150 square foot addition to the west side of the building containing offices for counseling, client assessment and respite.
- 2) Approximately 2,000 square foot addition to the south side of the building for two *new multipurpose* rooms, renovation of an existing arts and crafts room into new accessible restrooms.
- 3) Work to include drawings and specifications, building permit application and all associated documentation.

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Design		\$138,296.63
02 Value Engineering Contingency		\$31,251.57

The total compensation under this Agreement shall not exceed \$169,548.20 excluding New Mexico gross receipts tax of \$14,108.95 for a total of \$183,657.15.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "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.*

8. **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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the

performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement 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 Paragraph 20 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement 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 Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2. By execution of this Agreement, 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 Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services

contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense or settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the

Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Caryn Grosse, PMP
Project Administrator, Sr
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938

To the Contractor:
Renier Long
Senior Project Manager
FacilityBuild, Inc.
5904 Florence Avenue NE
Albuquerque, NM 87113
rlong@facilitybuild.com
505-828-0060

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR: FacilityBuild



ALAN WEBBER, MAYOR

DATE: Jun 6, 2023



CAVON KILCUP

DATE: 3/15/23

CRS# 02-947637-002

Registration # 224809

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Mar 9, 2023 10:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jun 6, 2023 16:39 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.572960 SSD2124113 AH

Org.Name/Org.#



DESIGN COST PROPOSAL

Date: 4/17/2023

RFE: 23-076

City of Santa Fe
 CARYN GROSSE, PMP PUBLIC WORKS
 120 SOUTH FEDERAL PL. #305,
 SANTA FE, NM 87501

Project: CITY OF SANTA FE – MARY ESTER GONZALES SENIOR CENTER – RENOVATIONS – DESIGN ONLY

Procurement Contract: SPA

Email address: CLGROSSE@SANTAFENM.GOV

Telephone # (505) 955-5938

Physical Job Address: 1121 ALTO ST., SANTA FE, NM 87501

Plans and specifications provided by: Mifsud Associates Architects, LLC.

Architectural Firm: Mifsud Associates Architects, LLC

Architect: Paul Mifsud

227 East Palace Avenue, Suite E
 Santa Fe, NM 87501

505-982-2363

Scope of Design Work (Phase 1 and Phase 2):

1) The project will include an approximately 3,150 square foot addition to the west side of the building and containing offices for counseling, client assessment and respite. This addition will also include ADA accessible restrooms and an employee breakroom. The project will also include two new multi-purpose rooms to be added to the east side of the building totaling about 2,000 square feet. This work will include renovation an existing arts and crafts room into the new ADA accessible restroom and provide a hallway that will access the new multi-purpose rooms. The work will include providing drawings, and specifications, and submitting the Building Permit Application and all associated documentations. Architect will also meet with the owner and end user to obtain direction and to coordinate their needs to meet the requirements of the project.

2) Post design inspection (Job Site Compliance Inspections) by the Architect or the design team is **not** included and will need to be added by a change order if desired or needed, when requested by owner.

Clarifications:

- 1) See **attached proposal (Attachment A) and plan (Attachment B) from Mifsud Associate Architects, LLC** dated February 14, 2023 for greater details and further clarifications including the civil, structural, architectural or MEP portion of the project.
- 2) Coral design costs (exterior site improvements or new storage facility) are **not** included within this cost proposal.
- 3) A soils report for the new facility is included within this cost proposal.
- 4) An allowance of \$3,500.00 is included for a materials report. Owner my provide a materials report and a credit of \$3,500.00 will be issued if needed. Final cost of the materials report is TBD.

Value Engineering Contingency: Should the design cost budget exceed the budgeted cost of \$2,400,000.00 the design may be valued engineered - see Option A below for the added cost which may be exercised if approved by owner or if not needed credited back to the owner.

Excludes:

Permit or expansion fees, Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, existing code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work, construction documents, new design drawings or specification is not included. Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection that are not part of the design proposal unless specifically noted otherwise..

	Option A: Value Engineering Contingency	Add:	\$138,296.63
			\$31,251.57
		Subtotal	\$169,548.20
NM GRT @	City of Santa Fe	8.3215%	\$14,108.95
		TOTAL	\$183,657.15
FacilityBUILD's Authorized Signature:		date	2/17/2023
	<u>Renier V. Long</u>		
	R loNG	rlong@facilitybuild.com	

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name:

Client Authorized Signature: _____

date _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
 5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616 www.facilitybuild.com

Attachment A



227 East Palace Avenue, Suite E, Santa Fe, NM 87501

tel. 505.982.8363

fax. 505.989.3311

email: sfarchitect@comcast.net

MIFSUD ASSOCIATES ARCHITECTS LLC

www.santafearchitects.com

Cameron Kilcup
Facility Build
5904 Florence Ave. NE
Albuquerque, New Mexico 87113

February 14, 2023

Dear Cameron,

Based on our previous programming work on this project, and on our extensive knowledge of the facility, we have developed this proposal to provide architectural consulting services for the proposed **additions and renovation work** at the **Mary Esther Gonzales Senior Center at 1121 Alto Street** in Santa Fe, New Mexico. Mifsud Associates Architects, LLC will provide consulting services for the design development, and construction documents of the proposed improvements. We are very familiar with this facility, while our previous work improving this building has given us a special understanding of the building's construction systems and renovation history.

PROJECT DESCRIPTION

The project will include an approximately 3,150 square foot addition to the west side of the existing building containing offices for counseling, client assessment, and respite. This addition will also include ADA accessible restrooms and an employee breakroom. The project will also include two new multi-purpose rooms to be added to the east side of the building totalling about 2,000 square feet. This work will include renovating an existing arts and crafts room into new ADA accessible restrooms and provide a new hallway that will access the new multi-purpose rooms. The design development will be closely based on the schematic design produced by our office in March of 2019. The work will include providing drawings, and specifications, and submitting the Building Permit Application and all associated documentation. We will also meet with you and the users to obtain direction and to coordinate their needs to meet the requirements of the project.

Our work will be divided into two Phases:

PHASE I: DESIGN DEVELOPMENT AND PRELIMINARY APPROVAL

Using the information we previously discussed, we will provide architectural design development services that explore options and develop a final scope for the work. The process will consist of our generation of design options and engineering strategies that we both review. You will have plans, elevations, and electrical and mechanical strategies that you approve before moving on to the next phase of the work. This work will also include a preliminary specification of the materials and equipment to be used. We will visit the site as needed to determine the existing conditions and available electrical and mechanical facilities for the project. Documents will be produced to define the basic layouts and conditions, including preliminary engineering drawings. We will meet with City of Santa Fe Public Works Department to ensure the design meets all requirements before moving on to the next Phase of the Work.

PHASE II: CONSTRUCTION AND PERMIT DOCUMENTS

We will produce and coordinate the final construction documents, which will be suitable for pricing and construction. We will develop and issue details as they are needed to describe the design. We will perform HVAC load calculations, Structural, Plumbing, Mechanical, and Electrical systems design and drawings. We understand that the building may require an upgraded electrical service. This work will include meeting with you and your staff to obtain direction and to coordinate your needs to meet the requirements of the project and to confirm the submittal requirements and submitting the Building Permit Application and all associated documentation. This work will also include Civil engineering services. Any changes made to the work completed in this phase after client approval will be considered additional services.

We will produce the following documents:

- Information sheet with a title, drawing index, vicinity map, and code information.
- Site Plan identifying site amenities, property lines, parking areas, and setbacks.
- Site Demolition Plan
- Demolition floor plan showing walls, structure, systems, and fixtures to be removed
- Floor Plans showing dimensions, wall types, windows and doors, and designated work areas.
- Exterior elevations of the remodelled building
- Reflected Ceiling Plans coordinating lighting and HVAC layouts
- Roof Plan, including drainage design.
- Interior elevations of restrooms and casework
- Typical wall sections of all separations and conditions, including reference to approved fire assemblies
- Detail sheets with site, roof, and other details.
- Window and door schedules, notes, and details

Drawings that will be provided by the Engineering team:

- Grading and drainage plans
- Site construction detail sheets
- Foundation plans & details
- Roof framing plans & details
- Mechanical plans, details, and schedules
- Mechanical Roof Plan, details, notes.
- Plumbing plans, details, notes, and schedules
- Electrical power & lighting plans.
- Electrical diagrams, panel schedules, and notes.
- Special systems plans, notes, and details.
- Fire Protection Plans, Details, and calculations.

CONTINGENCY

Value engineering revisions to the construction documents needed after the completion of Phase II of this agreement will be handled on an hourly basis under this contingency. This is an estimate and not a fixed fee, and if revisions to the design and construction documents are not needed this will not be utilized.

In order to provide quality services, please furnish us with full information as to your requirements including any special or extraordinary considerations for the project. Additionally, access to any pertinent existing data, including any environmental survey, asbestos-containing material test results, or energy evaluation will be critical to completing a successful project. This proposal assumes that a geotechnical investigation will be conducted on the site. A conventional concrete slab and stem wall on a continuous footing is assumed to be acceptable.

Not Included in Our Fees

Gross receipts tax at 8.3125%, plotting, permitting or approval fees, reproduction of documents for permitting and construction, third party renderings, and overnight mail charges are not included and if needed, will be billed as separate line items at our cost. We do NOT charge for in-house copies, phone calls, or faxes.

Hourly Rates (not including gross receipts tax):

- Principal Architect: \$161.00/hour
- Associate / Project Manager: \$110/hour
- Drafting / Expediter: \$98.00/hour
- Civil Engineer: \$173.00/hour
- Structural Engineer: \$259.00/hour
- Mechanical Engineer: \$288.00/hour
- Electrical Engineer: \$288.00/hour

Terms

We will bill you monthly for the Work we have completed, and payment will be due within 30 days of billing. We will not require a down payment to begin our work. Interest will be charged at a rate of 4% per month for any outstanding balance unpaid after 60 days. The terms and conditions of this agreement are valid for 12 months from the date of the proposal.

This agreement may be terminated at any time by either party upon receipt of written notice. Any fees for services provided before notification of termination is received will be due and payable upon receipt of our final invoice. We agree that any disputes relating to our work on this project will at first be dealt with by a professional mediator. Mifsud Associates Architects' liability on this project shall be limited to the amount of our fees or \$50,000.00, whichever is greater. Client shall indemnify, defend, and hold harmless MA Squared, DBA Mifsud Associates Architects, LLC, its officers, agents, employees and subcontractors from liability, and all associated costs arising from services or work performed on the Project by third parties, including but not limited to Client, its officers, employees, agents, subcontractors, consultants, and contractors.



City of Santa Fe, New Mexico

Memorandum



DATE: May 10, 2023

TO: Public Works & Utilities Committee, Governing Body

VIA: Regina Wheeler, Public Works Director *RW*
Kyra Ochoa, Community Health and Safety Department Director *KO*
Maria Sanchez-Tucker, Community Services Division Director *MST*
Sam Burnett, Facilities Division Director *SB*

FROM: Caryn Grosse, PMP, Facilities Project Administrator Sr. *CG*

ACTION:

Approval of a General Services Contract with FacilityBUILD, Inc., in the total amount of \$183,657.15, including NMGRT, for design of the Mary Esther Gonzales Senior Center Expansion; Caryn Grosse, cgrosse@santafenm.gov, 505-955-5938; Denise Gabaldon, rdgabaldon@santafenm.gov, 505-955-5934

BACKGROUND AND SUMMARY:

The Governing Body recently approved the State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant Agreement A20E5288 which provides \$2,484,852 to plan, design, construct, equip and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). The grant provides \$148,466 for design. Community Services is providing an additional \$35,200 to complete detailed design and construction plans from the schematic design (attached BAR). The remaining \$2,311,537 of the grant is allocated for construction.

Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe. Located in the northeastern part of the City where senior population is concentrated, the MEG facility has seen a dramatic increase in clients who use wheelchairs.

Examples of planned improvements to the facility include:

1. While clients who use wheelchairs can be comfortably accommodated in the cafeteria, they are unable to easily access the fitness room and the arts & crafts room. These rooms will be expanded and remodeled to create wider entrances and larger aisles between equipment and furnishings to provide access for users in wheelchairs.
2. There is currently only one ADA toilet in the MEG and during peak hours when 200-250 people may be in the building, patrons who use wheelchairs may have to use non-ADA toilets which may compromise their safety and privacy. Installation of new ADA restrooms will be provided.
3. Additional offices for counseling, assessment of clients, and respite will be provided.

PROCUREMENT METHOD:

The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 which expires on June 30, 2023.

FUNDING SOURCE:

\$183,666 is available for design; \$148,466 from State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant A20E5288 and \$35,200 from Community Service

Fund Name/Number: CIP Community Development/Fund 345

Munis Org Name/Number: Seniors/Comm Dev CIP/3459981

Munis Object Name/Number: WIP Design/572960

ATTACHMENTS:

Contract-FacilityBuild

Proposal-FacilityBuild

Approved BAR

Schematic Design

Procurement Documents (SWPA# 00-00000-20-00110)

Certificate of Insurance-FacilityBuild

Business License-FacilityBuild

Summary of Contracts

Procurement Checklist



City of Santa Fe, New Mexico

Memorandum



DATE: May 4, 2023

TO: John Blair, City Manager
Emily Oster, Finance Director
Andy Hopkins, Budget Officer

VIA: Kyra Ochoa, Community Health and Safety Department Director *KO*
Maria Sanchez Tucker Community Services Department Director *MT*

FROM: Manuel Sanchez, Interim Senior Services Director *MS*
MS (May 5, 2023 11:42 MDT)

ITEM AND ISSUE:

The Community Health and Safety Department Community Services requests approval of a BAR in the amount of \$35,200 for the Design work of the Mary Ester Gonzales Senior Center Expansion.

Background and Summary:

This request is to provide additional funding needed for the design of the Expansion of the MEG center.

From:

1001001.510310 Service Contracts (\$35,200)

To:

3459981.572960 WIP Design \$35,200

ACTION REQUESTED:

Please approve the BAR request for the Community Health and Safety Department Community Services Administrative Division in the amount of \$35,200.00.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203945

Contractor: FacilityBuild

Description: Expansion of MEG Senior Center.

Contract Agreement Lease / Rent Amendment

Term Start Date: TBD Term End Date: 12/31/2023

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: SPA 00-0000020-00110

 May 18, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured via Statewide Price Agreement

4. Funding Source: WIP Design Org / Object: 3459981/572960

 May 18, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse, PMP Phone # 505-955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBuild

Procurement Title: MEG Senior Center Expansion

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works/Facilities Div Staff Name Caryn Grosse

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Caryn Grosse, PMP Project Administrator Sr. 3/22/2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor May 18, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.










Memo Amend 2 Term_FacilityBuild_MEG_11 15 2024_CG1 RAW revsions RW.


Final Audit Report

2024-11-21


Created:	2024-11-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXsCsCqtANTsPOHNPs50-5IsJRCmYeAn

"Memo Amend 2 Term_FacilityBuild_MEG_11 15 2024_CG1 RAW revsions RW." History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-20 - 11:24:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-20 - 11:27:52 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-21 - 0:02:08 AM GMT- IP address: 104.47.65.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2024-11-21 - 0:03:41 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-21 - 0:03:45 AM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-21 - 0:15:13 AM GMT- IP address: 174.218.21.200
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-21 - 0:16:47 AM GMT - Time Source: server- IP address: 174.218.21.200
-  Document emailed to rawheeler@santafenm.gov for signature
2024-11-21 - 0:16:51 AM GMT
-  Email viewed by rawheeler@santafenm.gov
2024-11-21 - 4:36:38 PM GMT- IP address: 104.47.64.254

 Elizabeth Kahahane (elkahahane@santafenm.gov) added alternate signer Regina Wheeler (rawheeler@ci.santa-fe.nm.us). The original signer rawheeler@santafenm.gov can still sign.


2024-11-21 - 11:54:33 PM GMT- IP address: 63.232.20.2

 Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature

2024-11-21 - 11:54:33 PM GMT

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

2024-11-21 - 11:54:57 PM GMT- IP address: 67.0.193.128

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

Signature Date: 2024-11-21 - 11:54:59 PM GMT - Time Source: server- IP address: 67.0.193.128

 Agreement completed.

2024-11-21 - 11:54:59 PM GMT