



The Purchasing Memo

Date: July 11, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Randy Randall, TOURISM Santa Fe Executive Director RR  
Randy Randall (Jul 11, 2025 18:53 MDT)

Via: Melanie Moore, Director of Operations

Subject: Design Services for SFCCC Terrace

Vendor Name: Woven Architecture

Munis Vendor Number: 5149

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #1 to 24-0436 with Woven Architecture, LLC. for the Design Services for SFCCC Terrace. Amendment 1 Increases the Amount of Compensation for a Total Contract of \$210,885.57, Excluding Tax and to Extends the Term of Contract to End June 30, 2026.

CONTRACT NUMBER:

The original FY25 Munis contract is 3204758.

BACKGROUND AND SUMMARY:

Original Contract Item #24-0436 was Phase One SFCCC 2<sup>nd</sup> Floor Terrace Remodel design: for Schematic Design and Design Development and Historic District Preservation - cost \$44,897.81 (complete and paid).

Requested Amendment 1 is for Phase Two – which will include construction Documents, Bidding and permits, and Administrative Construction.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: SFCONVCTR/520

Munis Org Name/Number: CCC OPER/5206600

Munis Object Name/Number: BldgStrc-NE/570400

Budget Officer / Designee: Andy Hopkins Date: 07/14/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop






Memo

**Date:** July 21, 2025

**To:** Mark Scott, City Manager   
ANDREA PHILLIPS (Jul 24, 2025 10:11:24 MDT)

**From:** Randy Randall, TOURISM Santa Fe Executive Director   
Randy Randall (Jul 21, 2025 12:49 MDT)

**Via:** Melanie Moore, Director of Operations 

**Subject:** Retro Approval to Amendment #1 of Item #24-0436 to start July 1, 2025

**Vendor Name:** Woven Architecture, Vendor #5149

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**ITEM AND ISSUE:**

TOURISM Santa Fe Respectfully Requests your Approval to Retro Date Amendment #1 of 24-0436 with Woven Architecture, LLC to start July 1, 2025, for the Design Services for SFCCC Terrace. Amendment 1 Increases the Amount of Compensation for a Total Contract of \$210,885.57, Excluding Tax and to Extends the Term of Contract to End June 30, 2026.

**CONTRACT NUMBER:**

The original FY25 Munis contract is 3204758.

**BACKGROUND AND SUMMARY:**

Original Contract Item #24-0436 was Phase One SFCCC 2<sup>nd</sup> Floor Terrace Remodel design: for Schematic Design and Design Development and Historic District Preservation - cost \$44,897.81 (complete and paid). Term end June 30, 2025.

Requested Amendment 1 is for Phase Two – which will include construction documents, bidding and permits, and administrative construction for Retro Date of July 1, 2025, to end June 30, 2026. This amendment 1 renewal was not fully executed prior to June 30, 2025 (original contract expiration date) and therefore requires your retro approval of July 1, 2025 ending June 30, 2026..

**FUNDING SOURCE:**

**Fund Name/Number:** SFCONVCTR/520

**Munis Org Name/Number:** CCC OPER/5206600

**Munis Object Name/Number:** BldgStrc-NE/570400

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-135, Coop

CES #2023-01-C1127-ALL Design Professional Services, Architectural Design and Construction Services.

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES CONTRACT  
ITEM# 24-0436**

This AMENDMENT No. One (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated July 7, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **Woven Architecture, LLC.** (the "Contractor/Architect"). 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 Design Services for the Terrace of the Santa Fe Convention Center, located at 201 West Marcy Street.

B. Pursuant to Article 14 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. SCOPE OF SERVICES

Article 1 of the Contract is amended splitting the Scope of Work into 2 Phases so that Article 1 reads as follows:

A. Phase I: (Completed under original contract dated July 7, 2024)

- (a). Schematic Design: Confirm the form, junction, and image of the project.
- (b). Design Development Phase: Refine the design concept and requirements.

B. The PCE includes the following changes to the original scope which will be included in Phase II:

- (a). Replacement/renovation of the entire roof deck.

- (b.) Addition of a storage/preparation room.
- (c.) Coordination with City of Santa Fe Vendors Crestron and AV vendors.
- (d.) Addition of sunshades at existing west portal.

C. Phase II:

- (a.) Construction Document Phase: Complete the construction documents.
  - (i.) Present options for a taller pergola and storage/preparation room.
  - (ii.) Written approval by the City of proposed options prior to beginning Historic Design Review Board (HDRB)/ Construction Documents.
  - (iii.) Historic Design Review Board Drawings: Drawings necessary for submittal to Historic Design Review Board (administrative or for HDRB approval).
  - (iv.) 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.
  - (v.) Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project:  
  
Site Plan, Building and Wall Sections (if needed), Demolition Plans, Reflected Ceiling Plans {exterior spaces), Floor Plans, Details, Roof Plans, Schedules (door, window, finishes- if needed), Exterior Elevations, Materials and Color Samples
  - (vi.) Meetings:
    - (A.) (1 to 2) Progress Meetings with City to re-confirm project scope (pergola height, final materials, etc.), contract requirements for

construction, and review of project status.

(B.) (1) Meeting for establishment of City requirements for procurement of a General Contractor "GC" through the State Price Agreement or through Contractor Consultants: Tipton Engineering, Chavez-Greives Consulting Engineering and Davenport Construction Management.

(C.) (1) HDRB Meeting.

(vii.) Contractor Deliverables:

(A.) 90% Drawings and specifications for City's review.

(viii.) 100% Drawings and Specifications for final bidding/cost by GC.

(ix.) Owner Deliverables:

(A.) Written approval of 90% Construction Documents and of proceeding with a GC .

(B.) Written approval of stamped (100%) plans.

(b.) Bidding Phase: Assist the Owner with obtaining qualified General Contractor to perform the work.

(i.) Per discussion with City, City is agreeable to hiring GC through the approved State Price Agreement. Architect will assist the City in the development of bid documents (based on the City's preferred contract or agreement and RFP process).

(ii.) During bidding, the Architect will answer bid questions and provide addenda

as necessary to document clarifications to bid documents.

(iii.) Meetings:

(A.) (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.

(B.) Recommendation for GC; assistance with contract negotiations.

(iv.) Architect Deliverables: Assistance with final negotiations/signed contract with Selected GC.

(v.) Owner Deliverables: Signed contract with GC.

(c.) Permit: Prepare documents for submission to the Authority Having Jurisdiction “AHJ” for permit.

(i.) Complete documents for the obtainment of a building permit for the proposed work. City and Architect to discuss pros and cons of having the Contractor’s team, the City, or the selected GC apply for the building permit, including potential schedule impact and field issues.

(ii.) Architect will work with the City to answer any questions during the permit process.

(iii.) Architect Deliverables: Paperwork needed for permit.

(iv.) City Deliverables: Monies and additional paperwork, if any, needed for permit.

(d.) Construction Observation/Administration Phase:

(i.) 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 City, 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.

(ii.) 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.

(iii.) Architect will review the Contractor's Punch List and make corrective recommendations where needed.

(iv.) Architect will review Record Drawings and Operations & Maintenance Manuals (provided by the GC) for completeness.

(v.) Meetings: Weekly project meetings to be conducted at the project site. It is

unknown at this point how long construction will take.

(vi.) Architect Deliverables:

(A.) 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.

(B.) Architect will provide AutoCAD and PDF copies of the 'Bid and Permit Set' drawings for the Owner's record.

(vii.) City Deliverable:

(A.) Written confirmation that Certificate of Substantial Completion has been provided identifying outstanding issues and corrective recommendations.

(e.) Project Close-Out:

(i.) 10 to 11-month warranty walk-through will be conducted with City and General Contractor. Architect will confirm outstanding warranty items are identified, and corrective recommendations/resolutions are in place prior to warranty period expiring.

(ii.) Architect Deliverables: The Architect will issue a brief memo/letter outlining any corrective recommendations that may be needed.

(iii.) Owner Deliverables: Written confirmation that memo/letter identifying unresolved issues has been received and that project has been closed.

(f.) Additional Comments/Notes regarding Project Scope: Note: all can be included for

additional fees. Should the City want to pursue any of the following items to the Project Scope an Amendment will be required per Article 14 of the Contract.

- (i.) Civil Engineering: Not included.
- (ii.) Site Utilities: Not included.
- (iii.) Landscaping: Not included.
- (iv.) Fire Protection: Not included.
- (v.) Model Energy Code: Not included.
- (vi.) Detailed Cost Estimating: Not included.
- (vii.) Asbestos & Environmental Testing or Abatement: Not included.
- (viii.) LEED Certification: Not included.
- (ix.) Record Documents {Post-Construction}: Not included.
- (x.) Kitchen Design: Not included.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of one hundred fifty-three thousand four hundred twenty-six dollars (\$153,426) so that Article 3, paragraph A reads in its entirety as follows:

- A. The City shall pay the Contractor in full payment for services satisfactorily performed at a compensation not to exceed one hundred ninety-four thousand nine hundred twenty-six dollars (\$194,926) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling fifteen thousand nine hundred fifty-nine dollars and fifty-six cents (\$15,959.57) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under**

**this contract, including gross receipts tax and expenses, shall not exceed two hundred ten thousand eight hundred eighty-five dollars and fifty-seven cents (\$210,885.57).** Payment of \$44,897.81 for Phase I has already been paid by the City of Santa Fe to the Contractor. Payment for Phase 2 remain, in the total amount of One-hundred sixty-five thousand nine hundred and eighty-seven dollars and seventy-five cents (\$165,987.75), including New Mexico Gross Receipts Tax, and shall be invoiced perthe chart below. The total amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this contract reach the total compensation amount. In no event will the contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

PHASE OF WORK		Fee	Expense	Sub-Total	NM GRT	TOTAL
Phase I	Schematic Design	\$15,000.00	\$250.00	\$15,250.00	\$1,248.59	\$16,498.59
	Design Development	\$25,000.00	\$1,250.00	\$26,250.00	\$2,149.22	\$28,399.22
<b>PHASE I (PAID) - COMPLETE</b>						<b>\$44,897.81</b>
Phase II	Construction Documents	\$92,570.00	\$1,500.00	\$94,070.00	\$7,701.98	\$101,771.98
	Bidding/Permit	\$11,571.00	\$500.00	\$12,071.00	\$988.31	\$13,059.31
	Construction Administration + Close Out	\$46,285.00	\$1,000.00	\$47,285.00	\$3,871.46	\$51,156.46
<b>PHASE II (AMENDMENT TO SERVICES)</b>						<b>\$165,987.75</b>
<b>TOTAL FEE (OVERALL CONTRACT)</b>						<b>\$210,885.57</b>

3. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

- A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate June 30, 2026 unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Section 13-1-150 through 152.

4. 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. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Barbara Felix  
Barbara Felix (Jun 30, 2025 13:23 MDT)  
\_\_\_\_\_  
BARBARA FELIX, PRESIDENT

DATE: \_\_\_\_\_

DATE: **06/30/2025**  
\_\_\_\_\_  
CRS# 02-333143-007

ATTEST:

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ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Christopher W. Ryan*  
[Christopher W. Ryan \(Jun 30, 2025 13:40 MDT\)](#)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  

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EMILY K. OSTER, FINANCE DIRECTOR

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 the Terrace of the Santa Fe Convention Center, located at 201 West Marcy Street:

1. Schematic Design: Confirm the form, function, and image of the project.
  - a. Measured Drawings & Investigation:
    - i. Review and update primary dimensions based on 2009 drawings (provided by the City).
    - ii. Review and investigate existing conditions, including patio tiles and roof drainage.
    - iii. Review documents needed for Historic Design Review Board (HDRB) to occur in next phase.
  - b. Concept Plans +Initial Recommendations:
    - i. Based on information gathered and after discussions with Owner, provide at least two, if not three, options for Owner review and input. Select one option (or a combination of options) for further development.
    - ii. Begin discussions of materials and equipment for inclusion in future phases.
  - c. 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 (for roofing), proposed repairs, and goals for the project.
    - iii. (1) Meeting with the Construction Industries Division (CID) – the Authority Having Jurisdiction
  - d. Architect Deliverables:

- i. Memo/Report: A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope and schedule.
    - ii. Drawings: 30% Floor plans, reflected ceiling plan (for exterior spaces), and exterior elevations.
  - e. 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, sections, and details. Begin outline specifications to quantify the proposed work.
  - i. Finalize 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 (for exterior spaces), exterior elevations, and major details.
- d. Owner Deliverables:
  - i. Written approval of Design Development documents prior to beginning Construction Documents.

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Schematic Design for Architectural Design and Development 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 City shall pay to the Contractor in full payment for services satisfactorily performed at a compensation not to exceed forty-one thousand five hundred dollars (\$41,500) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling three thousand three hundred ninety-eight dollars (\$3,397.81) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, **including** gross receipts tax and expenses,

shall not exceed forty-four thousand eight hundred ninety-seven dollars and eighty-one cents (\$44,897.81). Payments shall be phased as shown in the chart below. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

Chart shows expenses rounded to the nearest dollar:

Item	%	Fee	Expense +	Sub-Total	Tax	TOTAL	
<b>PHASE I</b>							
1	Schematic Design	15%	\$15,000	\$250	\$15,250	\$2,249	\$16,499
2	Design Development + HDRB	25%	\$25,000	\$1,250	\$26,250	\$2,249	\$28,399
		<b>40%</b>	<b>\$40,000</b>	<b>\$1,500</b>	<b>\$41,500</b>	<b>\$3,398</b>	<b>\$44,898</b>

- 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.

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

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

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

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

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

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2025** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Termination**

A. **Grounds.** The City may terminate this 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.

Cooperative 13-1-135

This Contract is issued against the Cooperative Educational Services (CES) Master Agreement 2023-01-C1127-ALL Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services established and maintained by CES and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

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

#### **17. Penalties for violation of law**

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

### **18. Equal Opportunity Compliance**

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

### **19. Applicable Law**

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

### **20. Workers Compensation**

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

### **21. Professional Liability Insurance**

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

### **22. Other Insurance**

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

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

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

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

**23. Records and Financial Audit**

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

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, 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: Melanie Moore  
Santa Fe Community Convention Center  
201 West Marcy St.  
Santa Fe, New Mexico 87501  
mkmoore@santafenm.gov

To the Contractor: Woven Architecture, LLC (formerly Barbara Felix Architecture)  
1114 Hickox St. Ste A  
Santa Fe, New Mexico 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:

John Blair  
John Blair (Jul 7, 2024 16:59 EDT)  
JOHN BLAIR, CITY MANAGER

DATE: Jul 7, 2024

CONTRACTOR:

BARBARA J FELIX  
BARBARA J FELIX (Jun 24, 2024 13:30 MDT)  
BARBARA J. FELIX, OWNER

DATE: Jun 24, 2024

CRS#: 02-333143-007

Registration #:236327

ATTEST:

*msx*  
GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Patricia Feghali  
Patricia Feghali (Jun 24, 2024 13:38 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
EMILY OSTER, FINANCE DIRECTOR

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [MOORE, MELANIE K.](#)  
**Cc:** [SPENCER, SHIRLEY J.](#); [Purchasing DET](#)  
**Subject:** RE: Request for Determination - Architectural Services with Woven Architecture LLC  
**Date:** Monday, May 20, 2024 4:58:40 PM  
**Attachments:** [image002.png](#)

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Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. .
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price

agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsa.library.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
  
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

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

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

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



CITY OF SANTA FE  
**FINANCE**

Vision without action is merely a dream.  
Action without vision passes the time.

Vision with action can change the world. ~ Joel A. Barker

**From:** MOORE, MELANIE K. <mkmoore@santafenm.gov>  
**Sent:** Monday, May 20, 2024 4:58 PM  
**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing\_det@santafenm.gov>  
**Cc:** SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>  
**Subject:** Request for Determination - Architectural Services with Woven Architecture LLC

Hi Travis,

Requesting your determination for services with Woven Architecture LLC including Schematic Design and Design + Historic District Preservation for the remodel of the 2<sup>nd</sup> Floor Terrace of the Convention Center.

Kind regards,  
Melanie Moore

**MELANIE MOORE**

OPERATIONS MANAGER  
TOURISM SANTA FE | COMMUNITY CONVENTION CENTER  
201 West Marcy St. Santa Fe, NM 87501 USA  
T: 505 955 6219 / 800 984 9984 / M 505 629 2288  
[mkmoore@santafenm.gov](mailto:mkmoore@santafenm.gov)

**From:** Barbara Felix <[barbara.felix@bjfelix.com](mailto:barbara.felix@bjfelix.com)>  
**Sent:** Tuesday, April 23, 2024 12:23 PM  
**To:** MOORE, MELANIE K. <[mkmoore@santafenm.gov](mailto:mkmoore@santafenm.gov)>  
**Cc:** becca.snyder <[becca.snyder@bjfelix.com](mailto:becca.snyder@bjfelix.com)>  
**Subject:** RE: Question - Convention Center Terrace - Revised proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Melanie –

Apologies for the delay. We both took a long weekend! Yes, the Phase 1 work includes GRT.

Item	%	Fee	Expense +	Sub-Total	Tax	TOTAL	
<b>PHASE I</b>							
1	Schematic Design	15%	\$15,000	\$250	\$15,250	\$1,249	\$16,499
2	Design Development + HDRB	25%	\$25,000	\$1,250	\$26,250	\$2,149	\$28,399
		<b>40%</b>	<b>\$40,000</b>	<b>\$1,500</b>	<b>\$41,500</b>	<b>\$3,398</b>	<b>\$44,898</b>

- 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

Let us know what else you need. And AK was as amazing as one would hope!

Barbara J. Felix, AIA  
[barbara.felix@bjfelix.com](mailto:barbara.felix@bjfelix.com)

505 820 1155 (O)  
505 490 9210 (C)

**From:** MOORE, MELANIE K. <[mkmoore@santafenm.gov](mailto:mkmoore@santafenm.gov)>  
**Sent:** Thursday, April 18, 2024 2:50 PM  
**To:** Barbara Felix <[barbara.felix@bjfelix.com](mailto:barbara.felix@bjfelix.com)>  
**Cc:** becca.snyder <[becca.snyder@bjfelix.com](mailto:becca.snyder@bjfelix.com)>  
**Subject:** Question - Convention Center Terrace - Revised proposal

Barbara,  
I have received direction to insert "Phase I" of the entire scope into the City's 2024 Professional Service Agreement.  
Can you confirm the GRT was included in that pricing that shall not exceed \$44,898 for Phase I?

Thank you in advance,  
Melanie

**MELANIE MOORE**  
Operations Manager  
TOURISM STATE Fairs | Convention | Convention Center  
201 West Main St., Santa Fe, NM 87501 USA  
T: 505 955 6219 / 800 984 9984 / M: 505 629 2288  
[mkmoore@santafenm.gov](mailto:mkmoore@santafenm.gov)





## 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, appearing to read 'David Chavez', is written over a horizontal line.

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: [Signature]

DocuSigned by:  
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.

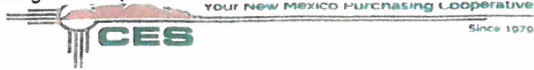
**1. ARCHITECTURAL DESIGN BASIC SERVICES**

“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



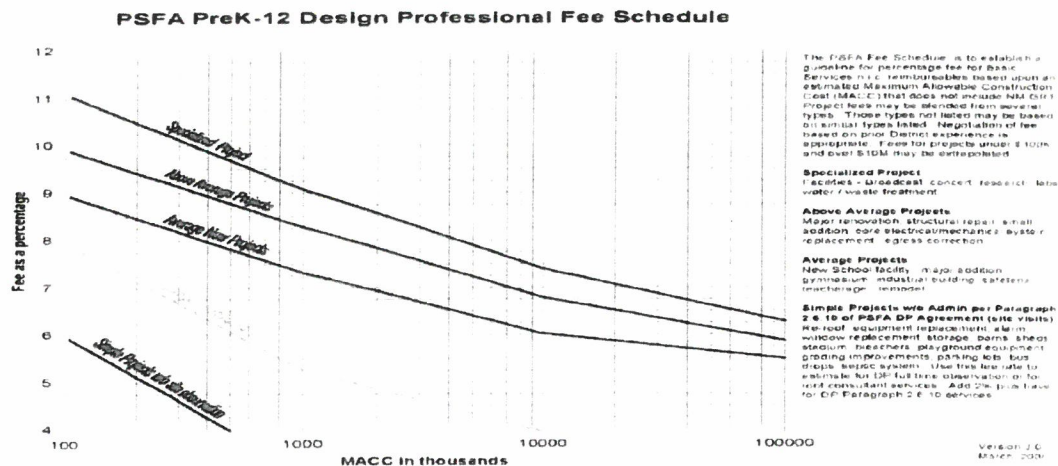
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

### 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.



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

### Approved:

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

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

### Permissive:

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

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

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



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

## BUSINESS REGISTRATION

**Business Name:** WOVEN ARCHITECTURE LLC  
DBA: WOVEN ARCHITECTURE LLC

**Business Location:** 1114 HICKOX ST A  
Santa Fe, NM 87505

**Owner:**

**License Number:** 236327

**Issued Date:** March 01, 2024

**Expiration Date:** March 01, 2025

**CRS Number:** 02-333143-007

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

WOVEN ARCHITECTURE LLC

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111  License#: 2081754 WOVENAR-01	<b>CONTACT NAME:</b> Eloise Hughes <b>PHONE (A/C, No, Ext):</b> 505-822-8114 <b>E-MAIL ADDRESS:</b> ehughes@higginbotham.com <b>FAX (A/C, No):</b> 505-822-0341													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : AXA Insurance Company</td> <td>33022</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AXA Insurance Company	33022	INSURER B : The Travelers Indemnity Company	25658	INSURER C : The Travelers Indemnity Co of America	25666	INSURER D : Travelers Property Casualty Company Of America	25674	INSURER E :		INSURER F :
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**INSURED**  
 Woven Architecture LLC  
 1114 Hickox St., Suite A  
 Santa Fe NM 87505

**COVERAGES**

CERTIFICATE NUMBER: 1733536802

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6802J19855A	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA8R567201	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		UB5K033508	5/13/2024	5/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		DPS9994161	6/19/2022	6/19/2025	Each Claim 1,000,000 Aggregate 1,000,000

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

Project:  
 Convention Center Balcony  
 City of Santa Fe  
 201 W Marcy St  
 Santa Fe, NM 87501

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe/Tourism Department  
 201 W Marcy St  
 Santa Fe NM 87501

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

AUTHORIZED REPRESENTATIVE

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# City of Santa Fe – Convention Center Terrace

February 23, 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: Spencer Schwartz, Project Administrator; [sschwartz@santafenm.gov](mailto:sschwartz@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](mailto:barbara.felix@bjfelix.com)

The Clients: Convention Center  
Tourism Department

For the Project: Rooftop Terrace at the City of Santa Fe Convention Center

## PROJECT SCOPE

The City is requesting architectural services for the renovation of a portion of the Rooftop Terrace at the upper level of the Convention Center located at 201 West Marcy Street in downtown Santa Fe. Built in 2009, the 74,000 SF building includes underground parking, a large main level with an expansive courtyard, and an upper level with a large, mostly open terrace or balcony. The building contains a large exhibit hall, commercial kitchen, and a variety of smaller meeting rooms. The building hosts conventions, exhibitions, and meetings for the community, out-of-town visitors, and municipal functions.

Depending on budget, the City's goal is to have the existing approximately 10,000 SF terrace be more usable for public functions. This includes providing additional usable space by adding shade structures or an extended portal, the removal of a large planter at the north side of the terrace, an additional outdoor gas fireplace for gatherings, a limited outdoor kitchen (including gas), and a new exterior stair between the courtyard and terrace level for ease of circulation. Additional scope may include review and recommendations for repair or replacement of existing roof pavers (and possibly the roof membrane dependent on its condition); drainage from new shade structures to existing or new planters, and/or the courtyard below; modifications to the existing water catchment system; improved data/power access for guests through additional WIFI or hard wired outlets; additional camera/security locations; recommendations for updating hardware at public doors onto the terrace (at both the north and south entries); and, the design of gate enclosures to more fully secure the main courtyard from adjacent public paths.

The building is located within the *Downtown and Eastside Historic District* and is designated as a 'non-contributing building.' Because it is in an historic district, it will still require historic design review approval for proposed changes. The City has a preliminary budget of \$550,000.

The proposed work will be completed in two overall phases. Phase I will include Schematic Design and Design Development, as outlined below. Dependent on acceptance of the proposed probable cost estimate, and more refined scope, the City and Architect may continue into Phase II, including Construction Documents through Project Close-Out. Phase II information is included, though grayed out, for reference.

## 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:** Chavez Grieves Consulting Engineers
- **Mechanical, Electrical, and Plumbing Engineering:** Maxson Engineering
- **Probable Cost Estimation and Exploratory Demolition:** Davenport Construction Management

## SCOPE OF SERVICES

### PHASE I:

1. **Schematic Design:** *Confirm the form, function, and image of the project.*
  - a. **Measured Drawings & Investigation:**
    - i. Review and update primary dimensions based on 2009 drawings (provided by the City).
    - ii. Review and investigate existing conditions, including patio tiles and roof drainage.
    - iii. Review documents needed for Historic Design Review Board (HDRB) to occur in next phase.
  - b. **Concept Plans +Initial Recommendations:**
    - i. Based on information gathered and after discussions with Owner, provide at least two, if not three, options for Owner review and input. Select one option (or a combination of options) for further development.
    - ii. Begin discussions of materials and equipment for inclusion in future phases.
  - c. **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 (for roofing), 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).
  - d. **Architect Deliverables:**
    - i. **Memo/Report:** A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope and schedule.
    - ii. **Drawings:** 30% Floor plans, reflected ceiling plan (for exterior spaces), and exterior elevations.
  - e. **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, sections, and details. Begin outline specifications to quantify the proposed work.
    - i. Finalize 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 (for exterior spaces), exterior elevations, and major details.
  - d. **Owner Deliverables:**
    - i. Written approval of Design Development documents prior to beginning Construction Documents.

### PHASE II:

#### Construction Document Phase:

- i. Develop and prepare Construction Documents (plans, specifications, and contract documents) for the project.
- ii. Review and coordinate Construction Documents with Owner and Clients.
- iii. Prepare and submit Construction Documents to HDRB for review and approval.
- iv. Prepare and submit Construction Documents to CID for review and approval.

The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations. The design team will also coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations. The design team will also coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

#### F. Notes

1. The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

2. The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

3. The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

4. The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

5. The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

6. The design team will coordinate with the City of Santa Fe to ensure that the proposed design meets all applicable codes and regulations.

#### Existing Site Conditions and Surrounding Context

The existing site conditions and surrounding context are as follows: The site is located in the heart of Santa Fe, New Mexico, and is surrounded by historic buildings and streets. The site is currently vacant and is in need of a new design.

#### Design Objectives and Goals

The design objectives and goals are as follows: The design team will create a design that is both functional and aesthetically pleasing. The design team will also ensure that the design is sustainable and meets all applicable codes and regulations.

#### Design Approach

The design approach is as follows: The design team will use a collaborative and iterative design process to create a design that meets all the objectives and goals.

#### Design Process and Timeline

The design process and timeline are as follows: The design team will begin the design process in the month of February 2024 and will complete the design by the month of May 2024. The design team will provide regular updates to the City of Santa Fe throughout the design process.

#### Design Team and Project Management

The design team and project management are as follows: The design team consists of Woven Architecture, Inc. and the City of Santa Fe. The project is managed by the City of Santa Fe.

#### Conclusion and Next Steps

The design team is pleased to present this preliminary design to the City of Santa Fe. We believe that this design meets all the objectives and goals and is a great fit for the site and surrounding context. We look forward to working with the City of Santa Fe to move forward with the design process.

We will continue to work with the City of Santa Fe to ensure that the design meets all applicable codes and regulations. We will also provide regular updates to the City of Santa Fe throughout the design process.

We are confident that this design will be a great addition to the City of Santa Fe and will provide a functional and aesthetically pleasing space for the community. We look forward to working with the City of Santa Fe to move forward with the design process.

1. Architect shall provide a preliminary cost estimate for the project, including a breakdown of the estimated costs for each phase of the project. The preliminary cost estimate shall be based on the current market conditions and the project scope as defined in the Request for Proposal. The preliminary cost estimate shall be provided to the Owner within 10 business days of the date of the Request for Proposal. The preliminary cost estimate shall be updated as the project progresses and the project scope is refined.

2. Architect shall provide a detailed cost estimate for the project, including a breakdown of the estimated costs for each phase of the project. The detailed cost estimate shall be based on the current market conditions and the project scope as defined in the Request for Proposal. The detailed cost estimate shall be provided to the Owner within 10 business days of the date of the Request for Proposal. The detailed cost estimate shall be updated as the project progresses and the project scope is refined.

Project Schedule: The project schedule shall be based on the current market conditions and the project scope as defined in the Request for Proposal. The project schedule shall be provided to the Owner within 10 business days of the date of the Request for Proposal. The project schedule shall be updated as the project progresses and the project scope is refined.

6. **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. Architect believes based on current construction costs that the preliminary budget is low. For the scope of work proposed, Architect recommends a minimum budget of \$1,000,000 – though this will be confirmed during probable cost estimating.
2. Industry standard for the design fee on a renovation of a convention center ranges between 9% and 19% depending on level of services provided, including consultants. Architect proposes a design fee of 10%, including for HDRB services, or \$100,000.
3. If Owner agrees to additional probable cost estimate at end of Construction Document phase, and prior to Bidding/Permit phases, this will be an additional fee of \$7,500 plus NMGRT.
4. At end of Phase I, Architect and Owner to review probable cost estimate and project scope to come to agreement on next steps. Information shown greyed out is for reference.

Item	%	Fee	Expense +	Sub-Total	Tax	TOTAL	
<b>PHASE I</b>							
1	Schematic Design	15%	\$15,000	\$250	\$15,250	\$1,249	\$16,499
2	Design Development + HDRB	25%	\$25,000	\$1,250	\$26,250	\$2,149	\$28,399
		<b>40%</b>	<b>\$40,000</b>	<b>\$1,500</b>	<b>\$41,500</b>	<b>\$3,398</b>	<b>\$44,898</b>

\* 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.

Item	1	2	3	4	5	TOTAL
Professional Fees	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Travel Expenses	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Printing & Plotting	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Reproduction	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Other	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
<b>Total</b>	<b>\$180,000</b>	<b>\$180,000</b>	<b>\$180,000</b>	<b>\$180,000</b>	<b>\$180,000</b>	<b>\$900,000</b>

**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	5-6 weeks
2 Design Development	6-7 weeks
Historic Design Review Board	4 weeks minimum for process/approval

\* 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 5<sup>th</sup>), 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

EXHIBIT A

**CONFIDENTIAL**

**WOVEN ARCHITECTURE, LLC  
2024 Rate Schedule**

Rates for services, unless otherwise provided by contract, are as follows:

**Professional Services:**

Principal	\$165.00 per hour
Project Architect	\$125.00 per hour
Senior Designer	\$125.00 per hour
Project Manager	\$115.00 per hour
Designer	\$105.00 per hour
Intern Architect I	\$95.00 per hour
Intern Architect (Drafting) I	\$75.00 per hour
Clerical/Administrative	\$60.00 per hour

**Reimbursed Expenses:**

Mileage	\$ 0.655 per mile (or current IRS rate, unless otherwise agreed in contract)
Per Diem	\$ 109 to \$141.00 per day (or current GSA rate for the project area)
Meal Per Diem	actual cost or GSA rate for the project area, whichever is less
Lodging Per Diem	actual cost (rate to be approved by Owner at booking)
Other Travel (Car, Air, etc.)	actual cost
Shipping	actual cost

1. Woven invoices reimbursable expenses at direct cost plus fifteen percent (15%).
2. Woven reserves the right to invoice Consultant additional services, when not included in the base contract, or when additional services are provided, at direct cost plus ten percent (10%).

**Direct Expenses:** In-house expenses are billed at the following direct cost.  
No mark-up is added to direct expenses.

▪ Plots (smaller than 24x36)	\$ 5.00	▪ Color Photocopies	\$ .35
▪ Plots (24x36 or larger)	\$ 8.00	▪ B/W Photocopies	\$ .15
▪ Mylar (any size)	\$14.00	▪ Digital Photos	\$ 1.00

The rates identified herein will be adjusted annually unless contractually agreed to remain at this point as part of an ongoing on-call contract, where they will be honored for the term of the contract, not to exceed two years or beyond the point of contract extension. Revised Rate Schedules will be submitted annually to the Owner in the month of January to reflect equitable changes in compensation payable to the Architect.

Applicable taxes will be added to billable hours, expenses, and other charges for which such tax has not been previously paid or a Non-Taxable Transaction Certificate has been assigned.

A 1.5% interest charge will be allocated each month (18% per annum) to invoices not paid within 30 days.

**Signature:**   
KAVIER VIGIL (Jul 6, 2024 11:31 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)












# Woven Arch - Amend 1 packet - GB

Final Audit Report


2025-07-19


Created:	2025-07-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAADnVv5ITXRBV9TTQgCWR1YobMugrIW9KX

## "Woven Arch - Amend 1 packet - GB" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2025-07-11 - 10:48:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Randall (rrandall@santafenm.gov) for signature  
2025-07-11 - 10:52:32 PM GMT
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2025-07-12 - 0:52:39 AM GMT- IP address: 146.75.203.1
-  Document e-signed by Randy Randall (rrandall@santafenm.gov)  
Signature Date: 2025-07-12 - 0:53:44 AM GMT - Time Source: server- IP address: 97.182.90.239
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2025-07-12 - 0:53:58 AM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-07-14 - 10:16:23 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-07-14 - 10:16:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ralovatosanouvong@santafenm.gov for signature  
2025-07-14 - 10:16:46 PM GMT
-  Email viewed by ralovatosanouvong@santafenm.gov  
2025-07-15 - 1:54:30 PM GMT- IP address: 104.47.65.254
-  Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong  
2025-07-15 - 2:02:14 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)  
Signature Date: 2025-07-15 - 2:02:16 PM GMT - Time Source: server- IP address: 63.232.20.2



 Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2025-07-15 - 2:02:25 PM GMT

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2025-07-15 - 8:29:26 PM GMT- IP address: 63.232.20.2

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-07-15 - 8:55:50 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-07-15 - 8:55:59 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-07-18 - 2:12:55 AM GMT- IP address: 20.159.64.152

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-07-19 - 0:09:31 AM GMT- IP address: 104.47.64.254

 Document declined by EMILY OSTER (ekoster@santafenm.gov)  
Decline reason: The original contract expired 6/30/2025. This packet needs a retro approval memo signed by the CM. Please update and resubmit. Thanks, Emily  
2025-07-19 - 0:16:50 AM GMT- IP address: 63.232.20.2

