






Date: November 18, 2025

To: Governing Body

From: S. Jane Mathews, Public Works Project Manager II 
SJMathews (Nov 19, 2025 08:34:16 MST)

Via: Sam Burnett, Interim Public Works Department Director 
Tim Farrell, Interim Facilities Division Director 
JOHN BURNETT (Nov 19, 2025 10:44:06 MST)

Subject: Assessment and Design for the Preservation Work at the Santa Fe Main Library

Vendor Name: Woven Architecture LLC

Vendor Number: 5149

ACTION:

Request for Approval of a Professional Services Agreement with Woven Architecture LLC in the Total Amount of \$231,300 Including NMGRT for Design Services for the Santa Fe Main Library for a Term of Two Years. (Jane Mathews, Public Works Project Manager II; sjmathews@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$231,300 to FY26 Facilities WIP Design for Santa Fe Main Library Preservation Project.

CONTRACT NUMBER:

The Munis Contract Number is 3250438.

BACKGROUND:

The Public Works Department's Facilities Management Division (FMD), in partnership with the Community Health and Safety Department, has been awarded a Cultural Properties Restoration Fund (CPRF) grant from the New Mexico Department of Cultural Affairs Historic Preservation Division in the amount of \$231,300.

The City of Santa Fe received the grant funds in advance, in June 2025. FMD is now seeking to execute both the Joint Powers Agreement and the Preservation Agreement. The Preservation Agreement is required to ensure that grant recipients maintain and preserve their cultural properties after the completion of the grant-funded work; it will remain in effect for a period of ten (10) years.

FMD, in coordination with the Community Services Department, will partner with Woven Architecture to advance this project. The grant funds are to be used for architectural design services for the rehabilitation of the interior and exterior of the historic Main Library. The scope of work includes measured drawings, an interior conditions assessment, programming and space planning to update visitor flow and usage as well as improvements to mechanical,

electrical, and plumbing systems (MEPs). The assessment includes an investigation of the extent of damage in the Southwest Reading Room, which has visible water damage. The project will include cost estimates and working drawings to guide future renovation of the Main Library.

The work will prioritize preservation and rehabilitation of the building exterior, incorporating the findings from the Main Library Facility Condition Assessment, prepared by Woven Architecture and completed in 2024. The working drawings will include the recommendations on site work, windows and doors, balconies, the building envelope, stucco and brick parapets, as well as work yet to be defined during the interior assessment.

Design work is anticipated to begin in January 2026, with completion expected by March 30, 2027. This schedule provides sufficient time to complete the programming phase, which will include extensive stakeholder meetings and public engagement sessions to define the goals and vision for the Main Library. These discussions will ensure that the design reflects the evolving role of libraries as dynamic community hubs rather than solely repositories for books.

Designed by John Gaw Meem and constructed in 1936, the Main Library is a Contributing Historic Structure within both the Santa Fe Historic District and the Downtown and Eastside Historic District, and an important historic and cultural asset to the City of Santa Fe. The building has served a range of civic functions—including City Hall and a police station—prior to its conversion into a library in 1986. Since the last major renovation in 2002, the condition of the facility's exterior has deteriorated significantly due to deferred maintenance.


This grant represents an important first step toward the preservation and restoration of one of the City's most architecturally and historically significant civic landmarks.

ATTACHMENTS:

- Professional Services Contract with Woven
- Proposal
- CES Award Letter
- Certificate of Insurance
- CPO Determination
- Horizons Service List
- Joint Powers Agreement with NMDFA Department of Cultural Affairs Historic Preservation Division via Cultural Properties Restoration Fund (Contract No. 25-505-7000-50257)
- Preservation Agreement Between City of Santa Fe (Grantor) and State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder (Grantee)
- Cultural Properties Restoration Fund Grant Program Award Letter
- BAR

PROCUREMENT METHOD:

The procurement method is Cooperative Education Services (CES) Agreement Number 2023-01-C1127-ALL, which expires on October 5, 2026.

Chief Procurement Officer (CPO)/Designee:  Date: 11/21/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-135 - use of coop awarded via RFP

FUNDING SOURCE:

Joint Powers Agreement with State of NM Department of Finance and Administration
Department of Cultural Affairs Historic Preservation Division Cultural Properties Restoration
Fund (Contract No. 25-505-7000-50257)—Santa Fe Main Library

Fund Name/Number: FACILITIES/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Design/572960
Project Ledger ID: FMD2532004

Budget Officer/Designee: Andy Hopkins Date: 11/19/2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Treasury/Point of Sale Components included? Yes | No

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

Vehicles included? Yes | No

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

Construction to City Facilities, Furniture, and/or Fixtures, included? Yes | No

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

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: NMDFA Department of Cultural Affairs Historic
Preservation Division via Cultural Properties Restoration Fund (JPA 25-505-7000-50257)

Approval:  ERIKA LUJAN (Nov 19, 2025 15:08:24 MST) Title: Grant Manager Date: 11/19/2025
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3250438
Coop #: CES 2023-01-C1127-ALL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Woven Architecture, LLC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. Interior Conditions Assessment & Rehabilitation Plan. Complete an assessment of the library’s interior conditions and develop a plan for rehabilitation of the library interior. The conditions report/plan shall:

1. Address architectural, mechanical, electrical, plumbing and safety and security.
2. Develop priorities and recommendations and evaluate estimated costs.
3. Include photographs and additional resources.

B. Measured Drawings. Measured drawings will be completed to document existing conditions and serve as a base plan for planning documents. Measured drawings shall include: floor plans, exterior elevations, MEP locations, reflected ceiling plan, roof plan, and select interior elevations.

C. Programming and Space Planning. Rehabilitation plans shall include programming and space planning as a pre-development phase of research and decision-making. Plans shall include:

1. Identifying stakeholders.
2. Holding stakeholder meetings.
3. Establishing goals.
4. Conceptual planning.

D. Working Drawings. Working drawings shall be completed for schematic design and design development. Schematic design shall:

1. Confirm the form, function and image of the project for the building's exterior and interior.
 2. Determine elements of historic significance to preserve/restore/ protect.
 3. Establish floor plan and reflected ceiling plan based on Programming and Space Planning results.
 4. Trace existing electrical system for use in future work.
 5. Begin building systems coordination.
- E. Design Development. Design development drawings shall:
1. Further develop solutions to restore the exterior and rehabilitate the interior for modern library use.
 2. Further develop plans to protect historic spaces/finishes.
 3. Complete selection of equipment, materials, finishes for inclusion in future work.
- F. Construction Documents. Construction documents shall include drawings, details, and specifications for construction, and:
1. Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project for the following:
 - a. Site plan; demolition plans; floor plans; roof plan; building + wall sections; reflected ceiling plans; interior elevations + sections; details; mechanical plans; including plumbing & HVAC; electrical plans, including special systems, power, lighting, security; material and color samples; specifications.
- G. Opinion of Probable Construction Cost (OPCC). Architect will work with City and General Constructor to develop an OPCC based on industry standards and knowledge of general construction trends in Northern New Mexico.
- H. Arborist Consultation/Tree Work. Architect will consult with an arborist to determine the health of the existing trees and make recommendations for moving forward. Currently, tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

All work completed shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties. The SOI Standards may be found online, here:
<https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm>

2. Standard of Performance; Licenses

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

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

3. Compensation

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thirty-one thousand three hundred dollars (\$231,300).**

B. Payment. The total compensation under this Agreement shall not exceed o shall not exceed two

hundred thirty-one thousand three hundred dollars (\$231,300) including New Mexico gross receipts tax.. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

- C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.
- D. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Contract shall terminate **two (2) years from date of final signature** 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.

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 **Cooperative Educational Services**, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers' Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage 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, proceedings, 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:
Spencer Schwartz
Project Manager II
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

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

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Barbara Felix
Barbara Felix (Mar 21, 2025 09:11 MDT)

BARBARA FELIX, PRESIDENT

DATE: Mar 21, 2025

NMBTIN#: 02-333143-007

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 21, 2025 09:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe – Main Library

October 23, 2025

This Proposal/Agreement is for Architectural Services between:

The Owner: City of Santa Fe Public Works
2651 Siringo Rd. Building E
PO Box 909
Santa Fe, NM 87504
Contact: Jane Mathews, Project Manager II; sjmathews@santafenm.gov

The Architect: Woven Architecture, LLC (“Architect” or “Woven”)
1114 Hickox St, Ste A
Santa Fe, NM 87505
Contact: Becca Snyder, AIA; becca.snyder@bjfelix.com

For the Project: City of Santa Fe Main Library
145 Washington Avenue
Santa Fe, NM 87501

PROJECT SUMMARY

The City of Santa Fe (City) is requesting a conditions assessment report for the interior (an Exterior Conditions Assessment completed in June 2024), measured drawings of the interior and exterior of the building, programming and space planning services to update visitor flow and usage, and working documents in preparation for brick-and-mortar work of the historic Main Library building located at 145 Washington Ave in downtown Santa Fe. Originally designed by John Gaw Meem in 1936 as the Municipal Building, the building is an excellent example of the work of one of Santa Fe’s best-known architects. Located in the Santa Fe Historic District (National Historic Boundary) and the Downtown and Eastside Historic District (City of Santa Fe), it is a ‘contributing building’ within the City. Built in the Territorial Revival Style, it originally housed city hall, police department and jail, and a single-story fire station. It was converted to the Main Library in 1986. Though the last known major renovation occurred in approximately 2002, the historic integrity of the main façades is still largely evident. The work proposed will help improve the building envelope, make the building more energy efficient, and aid in making the building more resilient to changing climate conditions – in an effort to increase the longevity for this important historic structure. It will also focus on making much needed repairs to the Southwest Reading Room, the historic courtroom in the northeast corner of the building, which has visible water damage.

Upon completion of measured drawings, assessments, and programming, working drawings will be provided. These drawings will have information gathered from the separate exterior assessment, including recommendations on site work, windows and doors, balconies, the building envelope, stucco and brick parapets, as well as work yet to be defined through the interior assessment.

Finally, the City has added consultation work to be completed by an arborist on existing trees as many are more than thirty-five years old and roots are affecting brick walkways.

SCOPE OF SERVICES

1. Measured Drawings – Exterior and Interior documentation of existing conditions to serve as a base plan for planning documents.
 - Floor Plans
 - Exterior Elevations
 - MEP Locations

- Reflected Ceiling Plan
 - Roof Plan
 - Select Interior Elevations
2. Conditions Assessment – Interior: Provide a Conditions Assessment Report for development of a plan for rehabilitation of the interior of the Main Library. The Report will include:
- Executive Summary
 - Conditions:
 - Architectural (Floors, Walls, Ceilings)
 - Mechanical
 - Electrical
 - Plumbing
 - Safety and Security
 - Recommended Work:
 - Priorities
 - Recommendations
 - Estimated Cost Ranges
 - Appendix:
 - Photographs + Additional Resources
3. Programming + Space Planning – Pre-development phase of research and decision making that brings together a list of building wants and needs.
- Identify stakeholders (Library Staff, Facilities Staff, Friends of the Library, Community, etc.)
 - Stakeholder Meetings
 - Establish Goals (Organizational, Relationship, Function, Economic, Form + Image, Timing)
 - Conceptual Planning Diagrams
 - Application/Presentation to H-Board if required.

4. Working Drawings:

A. Schematic Design – Confirm the form, function, and image of the project (Exterior + Interior)

- Determine the elements of historic significance to preserve/restore/protect
- Establish floor plan and reflected ceiling plan based on Programming and Space Planning
- Trace existing electrical system for use in future work
- Begin building systems coordination

B. Design Development – Refine the design concept and requirements.

- Further develop solutions to restore the exterior and rehabilitate the interior for modern library use
- Further develop plans to protect historic spaces/finishes
- Complete selection of equipment, materials, finishes for inclusion in future work
- Provide outline specifications
- Provide Opinion of Probable Construction Cost

C. Construction Documents – Provide drawings, details, and specifications for construction.

- Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project:
 - Site Plan
 - Demolition Plans
 - Floor Plans
 - Roof Plan
 - Building + Wall Sections
 - Reflected Ceiling Plans
 - Interior Elevations + Sections, where appropriate
 - Details
 - Mechanical Plans – including Plumbing + HVAC
 - Electrical Plans – including special systems, power, lighting, security
 - Material and Color Samples
 - Specifications
- Provide updated Opinion of Probable Construction Cost

- 5. Arborist Consult – Architect will consult with an Arborist to determine the health of the existing trees and recommendations for moving forward. Currently tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

PROJECT TEAM

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

- Tipton Engineering (Dillon Williams): MEP assessment and engineering
- RPA & Associates (Ra’ Patterson): Window and door recommendations
- High Desert Structural (Bob Wichmann): Structural assessment and engineering
- Davenport Construction Management (Mitch Davenport): Estimated Cost Ranges
- Arbogast Paint Analysis (David Arbogast): Paint Testing to determine original colors
- Katherine O’Brien: Arborist
- Coates Tree Service: Cottonwood crown thinning

ARCHITECTURAL FEE

The proposed fee including consultants and NMGR is \$230,100. This is equivalent to 10% of a preliminary estimated construction (repair + maintenance) cost of \$2.3M. Fees are billed in monthly invoices based on the percentage of work completed in each phase.

Item	Fee	NM GRT	Sub-Total
1 Measured Drawings	\$34,662.05	\$2,837.95	\$37,500
2 Interior Assessment	\$46,216.06	\$3,783.94	\$50,000
3 Programming + Space Planning	\$14,789.14	\$1,210.86	\$16,000
4a Schematic Design	\$24,956.67	\$2,043.33	\$27,000
4b Design Development	\$41,871.75	\$3,428.25	\$45,300
4c Construction Documents	\$49,266.32	\$4,033.68	\$53,300
5 Arborist Consult	\$924.32	\$75.68	\$1,000
	\$212,686.31	\$17,413.69	\$230,100
Expenses (Billed as they occur)	\$1,109.19	\$90.81	\$1,200
TOTAL with Expenses	\$21,795.50	\$17,504.50	\$231,300

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. Bidding, Permit, Construction Administration, and Project Close-Out will be impacted by Owner and GC requirements/schedule.

Phase	Completion*
1. Measured Drawings.....	by December 15, 2025
2. Interior Assessment.....	February 27, 2026
3. Programming + Space Planning	March 27, 2026
4a. Schematic Design.....	June 26, 2026
4b. Design Development.....	October 30, 2026
4c. Construction Documents	March 26, 2027
5. Arborist Consult.....	As needed

** Contingent on signed contract by November 15, 2025 and 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.*

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 or warranty.

E. TERMINATION OF SERVICES

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

F. OWNERSHIP OF DOCUMENTS

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

G. MARKETING

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

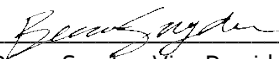
H. TERMS

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

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

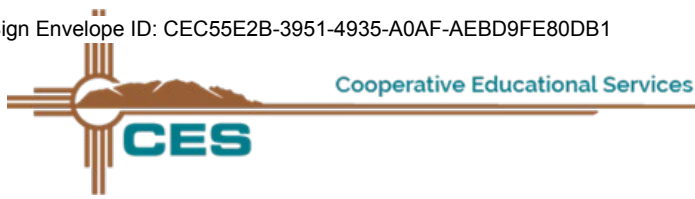
I. ACCEPTANCE AND APPROVAL

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



Becca Snyder, Vice President
Woven Architecture, LLC

City of Santa Fe



Contract Award Letter

October 5, 2022

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

Re: Contract Award for:

2023-01-C1127-ALL Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services

Dear Procurement Partner,

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

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

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

Sincerely yours,

Cooperative Educational Services

A handwritten signature in blue ink that reads "David Chavez". The signature is fluid and cursive.

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD

CES RFP NUMBER: 2023-01

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

CES CONTRACT NUMBER: 2023-01-C1127-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to Barbara J. Felix Architecture + Design, LLC, with its principal office located at 511 Agua Fria St, Santa Fe, NM 87501 pursuant to the above referenced CES conducted Request for Proposal (“RFP”), or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

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

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

CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is

6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.



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

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

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

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

Barbara J. Felix Architecture + Design, LLC

David Chavez
Printed Name

Barbara J. Felix
Printed Name

By: David Chavez

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

Title: Executive Director

Title: President

Date: 10/6/2022

Date: 10/30/2022

**ATTACHMENT A
TO CONTRACT 2023-01-C1127-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

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

GENERAL

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

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

1. ARCHITECTURAL DESIGN BASIC SERVICES

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

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

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

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

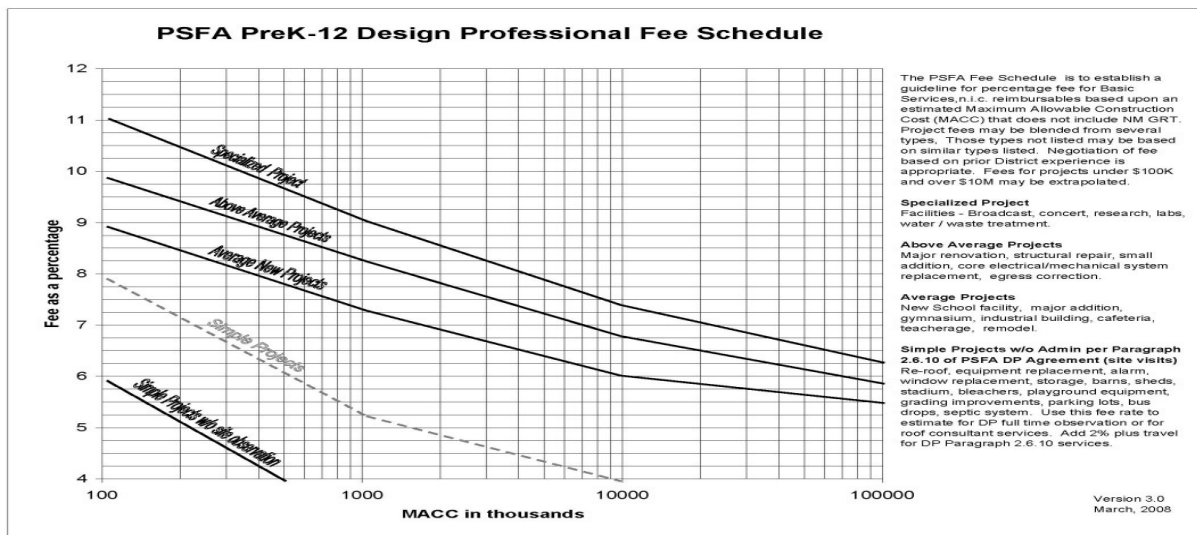
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

3. Fee Schedule For Professional Services:

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

State of NM & Public School Facilities Authority Architect Rate Schedule

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



4. Project Phases

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

1. Programming phase;
236. Conceptual design and alignment studies;
237. Schematic design phase;
238. Design development phase;
239. Construction documents phase;
240. Procurement and/or bidding phase;
241. Construction phase;
242. Project acceptance and close-out;
243. Project 11-month warranty phase
244. CES Member/Participating Entity retainage of records

5. Design Activities

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

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

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



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

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

End of Category 1 / Lot 1 Scope of Work

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

PRICING

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2025

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).

PRODUCER Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 E-MAIL ADDRESS: ehughes@higginbotham.com	FAX (A/C, No): 505-822-0341
	INSURER(S) AFFORDING COVERAGE	
License#: 2081754 WOVENAR-01	INSURER A: AXA Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: The Travelers Indemnity Co of America INSURER D: Travelers Casualty Company Of Connecticut INSURER E: INSURER F:	NAIC # 33022 25658 25666 36170


COVERAGES **CERTIFICATE NUMBER:** 399366821 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6802J19855A	6/19/2025	6/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8R567201	6/19/2025	6/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5K033508	5/13/2025	5/13/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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: City of Santa Fe Convention Center Terrace Renovation, 201 W Marcy St, Santa Fe, 87501. Certificate holder is additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

City of Santa Fe 200 Lincoln Ave 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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [KAHAHANE, ELIZABETH L.](#); [Purchasing DET](#)
Subject: RE: Determination Request – Main Library Preservation Design
Date: Wednesday, October 30, 2024 2:51:36 PM
Attachments: [image003.png](#)

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) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - IT components (anything IT) - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
 - Asset over \$5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used 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.gsaelibrary.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
 - And all other requests to 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

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

Internal Link: https://intranet.santafenm.gov/finance_1



More Procurement, less drama ~ John Blair

From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Wednesday, October 30, 2024 12:34 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request – Main Library Preservation Design

Good morning,

Facilities Division is requesting a SOW determination for the following:

Provide design services at the Santa Fe Main Library to include an interior conditions assessment and rehabilitation plan, measured drawings, programming and space planning, working drawings, design development, construction documents and opinion of probable cost estimates as described in the City's Cultural Properties Restoration Fund Grant application.

Please let me know if additional information is required.

Thank you!

Best,

Elizabeth "Lisa" Kahahane

Contracts Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

O: (505) 955-5934





Services Offered to the City of Santa Fe (FY26)

Approved:

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

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

Permissive:

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

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

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

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DF A.

PRIMARY PARTY: Department of Cultural Affairs

SECONDARY PARTY: City of Santa Fe

OTHER PARTY:

CONTACT NAME: Karla McWilliams

PHONE: 505-470-1198

CONTACT ADDRESS: 407 Galisteo Street, Suite 236 Santa Fe, NM 87501

DOCUMENTS ENCLOSED:

AMOUNT:

Table with 2 columns: Documents Enclosed and Amount. Rows include JPA, JPA Amendment, Purchase Document, Written Justification, Other, and a TOTAL row.

Purpose: Grant to assure preservation of property

Term: 2 YEARS

From: April, 2025

To: April, 2027

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

- Checklist of statutory requirements with checkboxes and descriptions: jointly exercises a power common to the parties, clearly specifies its purpose, establishes the method by which its purpose will be accomplished, etc.

Other Requirements - Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

- Other requirements checklist: Is one original and at least two copies of the JPA or amendment attached?, Does the JPA or amendment have original signatures executed by authorized officers, etc.

Agency Head Signature [Signature] Title Cabinet Secretary
85394F22BAFF4AB...

Contract Number: 25 505 7000 50257
Vendor Number: 000054360
Project Number: _____
Control Number: _____

JOINT POWERS AGREEMENT
BETWEEN THE
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION
AND THE
CITY OF SANTA FE

THIS AGREEMENT is made and entered into on _____ pursuant to the Joint Powers Act, Section 11-01-01 et seq., NMSA 1978, and is between the Department of Cultural Affairs, Historic Preservation Division, hereinafter referred to as “HPD,” and the City of Santa Fe, hereinafter referred to as the “AGENCY.”

WHEREAS, HPD is a public agency as defined in Section 11-1-2 NMSA 1978 and the AGENCY is a political subdivision of the State of New Mexico as defined in 11-6-3(E) NMSA 1978; and

WHEREAS, on May 18, 2023, Governor Michelle Lujan Grisham signed Senate Bill 9, the “Land of Enchantment Legacy Fund” which established dedicated recurring funding for conservation and preservation efforts. The legislation was a bipartisan effort sponsored by Senators Peter Wirth and Steven Neville, and Representative Nathan Small in the 2023 Legislative Session and supports state agencies requiring matching funds for federal conservation grants as well as historic preservation projects; and

WHEREAS, the Department of Cultural Affairs (hereinafter “DCA”) is one of eight State Departments receiving funding from the Legacy Fund; and

WHEREAS, funding is administered through the Department of Cultural Affairs, Historic Preservation Division (“HPD”), via the Cultural Properties Protection Act 18-6A-1 – 18-6-6 NMSA 1978; and the Cultural Properties Restoration Fund, (hereinafter “CPRF”), NMAC 4.10.13; and

WHEREAS, one million in funding will be distributed to the CPRF in 2024; and

WHEREAS, when the DCA awards a grant for restoration, interpretation, preservation, stabilization or protection of a cultural property, the grant shall be administered under the terms of a joint powers agreement (JPA), which will specify the nature of the work to be done, payment schedule, reporting requirements, long-term preservation and protection measures, and other requirements of the grant, NMAC 4.10.13.11; and

WHEREAS, the State Historic Preservation Officer and the Cultural Properties Review Committee (hereinafter “CPRC”) are authorized to review and select grant applications to the CPRF; and

WHEREAS, the HPD and the AGENCY desire to enter into a Joint Powers agreement to exercise their common power to administer grant funds to political subdivisions of the State of New Mexico and state agencies/departments to complete a historic preservation project as outlined in this Agreement; and

NOW THEREFORE, the parties agree as follows:

1. **Purpose**. HPD and the AGENCY shall enter into a Joint Powers Agreement (hereinafter “Agreement”) to expend grant funds to complete a historic preservation project (hereinafter “Project”) per the AGENCY’S application for CPRF funding.
2. **Scope of Work**. The Project’s Scope of Work (hereinafter “SOW”) shall include the following stipulations.

(A) HPD Shall:

- 1) Administer the Project in partnership with the AGENCY.
- 2) Establish this Agreement and work with AGENCY to develop a Scope of Work outlined in this Agreement.
- 3) Periodically review AGENCY progress on the PROJECT.
- 4) Ensure that AGENCY is paid for the Project before starting and that the project was completed per this Agreement.

(B) The AGENCY shall:

Complete rehabilitation projects at the City of Santa Fe Main Library. The Main Library is a contributing resource within the Santa Fe Historic District, listed in the State Register of Cultural Properties on September 29, 1972, and in the National Register of Historic Places on July 23, 1973.

- 1) The project shall consist of the following:
 - a. **Interior Conditions Assessment & Rehabilitation Plan**. Complete an assessment of the library’s interior conditions and develop a plan for rehabilitation of the library interior.

The conditions report/plan shall:

1. Address architectural, mechanical, electrical, plumbing and safety

- and security.
- 2. Develop priorities and recommendations and evaluate estimated costs.
- 3. Include photographs and additional resources.

- b. Measured Drawings. Measured drawings will be completed to document existing conditions and serve as a base plan for planning documents. Measured drawings shall include floor plans, exterior elevations, MEP locations, reflected ceiling plan, roof plan, and select interior elevations.

- c. Programming and Space Planning. Rehabilitation plans shall include programming and space planning as a pre-development phase of research and decision-making.

Plans shall include:

- 1. Identifying stakeholders.
 - 2. Holding stakeholder meetings.
 - 3. Establishing goals.
 - 4. Conceptual planning.
-
- d. Working Drawings. Working drawings shall be completed for schematic design and design development.

Schematic design shall:

- 1. Confirm the form, function and image of the project for the building's exterior and interior.
- 2. Determine elements of historic significance to preserve/restore/ protect.
- 3. Establish floor plan and reflected ceiling plan based on Programming and Space Planning results.
- 4. Trace existing electrical system for use in future work.
- 5. Begin building systems coordination.

Design Development

Design development drawings shall:

- 1. Further develop solutions to restore the exterior and rehabilitate the interior for modern library use.
- 2. Further develop plans to protect historic spaces/finishes.
- 3. Complete selection of equipment, materials, finishes for inclusion in future work.

Construction Documents

Construction documents shall include drawings, details, and

specifications for construction, and:

1. Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project for the following:
 - i. Site plan; demolition plans; floor plans; roof plan; building + wall sections; reflected ceiling plans; interior elevations + sections; details; mechanical plans; including plumbing & HVAC; electrical plans, including special systems, power, lighting, security, material and color samples; specifications.

Opinion of Probable Construction Cost (OPCC)

1. Architect will work with AGENCY and General Contractor to develop an OPCC based on industry standards and knowledge of general construction trends in Northern New Mexico.
- e. Arborist Consultation/Tree Work.

Architect will consult with an arborist to determine the health of the existing trees and make recommendations for moving forward. Currently, tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.
- 2) All work completed shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties. The SOI Standards may be found online, here:
<https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm>
- 3) The Agency will complete and submit progress reports to the Department of Cultural Affairs on a quarterly basis detailing the work completed during the specified period. These reports will be submitted on January 1, April 1, July 1 and October 1 throughout the life of the grant.

(C) HPD Shall:

- 1) Review AGENCY's completion of the SOW and determine if work meets the SOW outlined herein.
 - 2) Confirm with AGENCY that work has been completed per the Agreement.
 - 3) Seek partial or full repayment from AGENCY if work has not been completed per this Agreement.
3. **Unexpended Funds.** Any unexpended or unencumbered amounts in the FY2025 CPRF shall revert to HPD.

4. **Administering Agency.** DCA is designated as the administering agency of this agreement via HPD.
5. **Disbursements.** All disbursements for permissible and approved costs incurred under this Agreement shall be made by HPD and shall provide for strict accountability of all receipts and disbursements. Disbursements will be made on a lump sum basis, and an accurate accounting of expenditures and records will be required by the AGENCY.
6. **Funding.** DCA shall pay a sum not to exceed two hundred thirty-one thousand three hundred dollars and no cents (\$231,000) in accordance with a payment schedule provided by state regulations. Payments to the AGENCY will be made in full payment for services, unless otherwise agreed to in writing by the parties. The amount includes gross receipts taxes. Such amount shall come from DCA 19300 fund and through DCA's CODE S7007.
7. **Term.** This Agreement shall not become effective until approved by the Department of Finance and Administration and a State of New Mexico Purchase Order (hereafter "PO") issued.

The term of this Agreement is from the date of the issuance of the PO until April 2027 the term for this Agreement shall not exceed two years.

8. **Termination of Default.** If AGENCY fails to perform in the manner called for in this Agreement, DCA and/or HPD may terminate this Agreement for default.
9. **Assignment.** The AGENCY shall not assign interest in this Agreement or assign any other provision of this Agreement without written approval of HPD.
10. **Subcontracts.** AGENCY shall not assign any portion of its scope of work described under this Agreement or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of HPD.

In the event HPD, with a request by the AGENCY to subcontract, such subcontract shall conform to applicable requirements of the Procurement Code and the AGENCY shall be responsible for any and all payments to the subcontractor.

AGENCY shall not assign any portion of the funding it receives or subcontract to private parties for Projects on privately owned properties.

11. **Records and Audits.** HPD shall permit the authorized representatives of DCA, Department of Finance and Administration, or the State Auditor to inspect and audit all data and records of DCA relating to its performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

The period of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been eliminated.

12. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the New Mexico State Legislature or in the case of federal funds by the Congress of the United States, this Agreement shall terminate upon written notice by DCA to HPD. The decision as to whether sufficient appropriations are available shall be accepted by HPD and shall be final.
13. **Release.** The AGENCY, upon final payment of amounts due under this Agreement, releases HPD, its officer and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
14. **Confidentiality.** Both parties agree to comply with the confidentiality provisions of Section 304 of the National Historic Preservation Act, as amended, and Section 18-6-11.1 NMSA 1978 of the Cultural Properties Act in performing this Agreement.
15. **Product of Services; Copyright.** All materials developed or acquired by the AGENCY in performing its work under this Agreement which rightfully belongs to the AGENCY shall remain the property of the State of New Mexico and be delivered to HPD no later than the termination date of this Agreement. Nothing produced in whole or in part by the AGENCY using materials or information submitted by or obtained from the AGENCY in performing work under this Agreement shall be the subject of an application for copyright by or on behalf of HPD without the prior approval in writing from HPD. However, it is understood that HPD has previously secured the copyright to some of the materials that will be utilized by the AGENCY in performing the scope of work under this Agreement.

16. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties may mutually agree to extend the term of this Agreement for limited periods of time not to exceed the maximum two-year grant period.

17. **Scope of Agreement.** This Agreement incorporates all the agreements, preservation agreements and understandings between HPD and the AGENCY concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement.

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

18. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.

19. **Equal Opportunity Compliance.** The AGENCY agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the AGENCY agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the AGENCY is found to not be in compliance with these requirements during the term of the Agreement, the AGENCY agrees to take appropriate steps to correct these deficiencies.

20. **Civil Rights Laws and Regulations Compliance.** DCA HPD shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The AGENCY and HPD further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, the Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (43 CFR 60). Accordingly, 49 CFR 21 is

applicable to this Agreement and incorporated herein by reference.

21. **New Mexico Tort Claims Act.** Neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act Section 41-4-1, et seq., as amended thereto. This paragraph is intended only to define the liabilities as governed by common law or the New Mexico Tort Claims Act. HPD and its "public employees" as defined in the New Mexico Tort Claims Act and the AGENCY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

22. **Preservation Agreement.** Both parties of this Agreement shall complete a Preservation Agreement, attached as Appendix A, which stipulates the preservation and protection of the cultural property for ten years (10 years).

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by:
Michelle Ensey
MICHELLE ENSEY

DocuSigned by:
Debra Garcia Y Griego
DEBRA GARCIA Y GRIEGO

STATE HISTORIC PRESERVATION OFFICER
(INTERIM)

SECRETARY
DEPARTMENT OF CULTURAL AFFAIRS

6/5/2025

6/5/2025

DATE

DATE

Signed by:
Spencer Schwartz
Spencer Schwartz
Project Administrator
City of Santa Fe

6/5/2025

DATE

Approved as to form and legal sufficiency on this 5 day of June, 2025,
by the Department of Cultural Affairs, General Counsel.

By: Max Delzenedo
General Counsel

Approved as to form and legal sufficiency on this _____ day of _____, 2025,
by the Office of the Attorney General.

By: _____
Assistant Attorney General

This Agreement has been approved by:
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: Wayne Pirt
Cabinet Secretary

6/3/2025
Date

PRESERVATION AGREEMENT

This preservation agreement is made this _____ day of _____ 2025 between The CITY OF SANTA FE, as GRANTOR of a preservation agreement (hereafter referred to as the “Grantor”), and the State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder, as GRANTEE of the preservation agreement (hereafter referred to as the “Grantee”). This preservation agreement is entered under Section 4.10.10 NMAC and NMSA 1978, Section 18-6-7 (A), 18-6-8, and 18-10-6 (C) (as applied to this agreement’s application to any potential future private ownership) and for the purpose of rehabilitating the Santa Fe Main Library, a site that is important culturally, historically, architecturally and archeologically.

1. **The Subject Property.** This agreement creates a preservation agreement in real estate legally described as Santa Fe Main Library (Hereafter referred to as the “Property”).
2. **Grant of Preservation Agreement.** In consideration of the sum of \$231,300.00 received in grant-in-aid financial assistance from the State of New Mexico, Department of Cultural Affairs (“DCA”), the Grantor hereby grants to the Grantee a preservation agreement in the Property for the purpose of assuring preservation of the Property.
3. **Agreement Required for Cultural Properties Restoration Fund Grant.** This preservation agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from DCA.
4. **Conditions of Preservation Agreement:**
 - a. *Duration.* This preservation agreement is granted for a period of ten (10) years commencing on the date when it is filed with the County Clerk.
 - b. *Documentation of condition of the Property at time of grant of this agreement.* In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces, including archeological features (if known) are incorporated as “Exhibit A” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement “Exhibit A”, Grantor personnel have compiled a photographic record, including photographer’s affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this agreement is accurately documented by the archaeological drawings and photographic record, which shall be maintained for the life of this agreement in the Grantee’s preservation agreement file for the Property.
 - c. *Restrictions on activities that would affect historically significant components of the Property.* The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant, interior spaces and features identified in

“Exhibit A”, exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior’s Standards for the

Treatment of Historic Properties and the Standards for Archeology and Historic Preservation (hereinafter referred to as the “Standards”).

- d. *Duty to maintain the Property.* The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property, including the other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the property eligible for listing in the National Register of Historic Places.
- e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property that would affect historically significant archeological resources identified in “Exhibit A” without prior written permission of the Grantee affirming that such work will meet Standards.
- f. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards or will comply with the requirements of the Native American Graves Protection and Repatriation Act, 36 CFR 79, and 43 CFR 10, (only if the project has federal funds.)
- g. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty- four hours (24) written notice, in order to ascertain whether the conditions of this agreement are being observed.
- h. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the State Historic Preservation Office.
- i. *Agreement shall run with the land; conditions on conveyance.* This preservation agreement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property or any part thereof.
- j. *Casualty Damage or Destruction.* In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to

protect public safety shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within sixty (60) days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the

features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the state grant funds applied to the Property which will then be returned to the U.S. Treasury.

- k. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this agreement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretions to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to top the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore to the Property to a condition that would be consistent with preservation purposes of the grant from DCA. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.
- l. *Amendments.* The parties may by mutual written agreement jointly amend this agreement, provided the amendment shall be consistent with preservation purpose of this agreement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this agreement, refers expressly to this agreement, and is filed with the Santa Fe County Clerk.
- m. *Effective date: severability.* This preservation agreement shall become effective when the Grantor files it in the Office of the County Clerk of Santa Fe County, State of New Mexico, with a copy of the recorded instrument provided to the Grantee for its preservation agreement file. If any part of this preservation agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the preservation agreement does not contain the particular part held to be valid.

GRANTOR: _____

By: NAME OF ORG, NAME OF PERSON
Name and Title

_____: On this ____ day of _____, 2025, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated they are _____, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its City Council, and that such officer, they acknowledged that they executed the foregoing instrument as their voluntary act and the voluntary act of the corporation.

NOTARY PUBLIC

GRANTEE: Historic Preservation Division, Office of Cultural Affairs, State of New Mexico

By: _____
Michelle Ensey, State Historic Preservation Office

_____: On this ____ day of _____, 2025, before me, a Notary Public for said State, personally appeared Michelle Ensey, who stated that they are duly appointed and actively serving as the Director of the State Historic Preservation Office, and that they executed the foregoing preservation agreement as their voluntary act and as the voluntary act of the State of New Mexico Office of Cultural Affairs.

NOTARY PUBLIC

EXHIBIT "A" TO PRESERVATION AGREEMENT

City of Santa Fe, Main Library

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of City of Santa Fe, Main Library photographic documentation is attached.

Exhibit A must be submitted at the time of signing the grant agreement.

Grantee must:

- Take photographs of all four sides of the building
- Take photographs of significant exterior features
- Take photographs of interior of building.

Photographs must be attached as EXHIBIT A to this grant agreement.

The Grant Agreement will NOT be signed by the Historic Preservation Division without a signed preservation agreement and photographs included in Exhibit A.









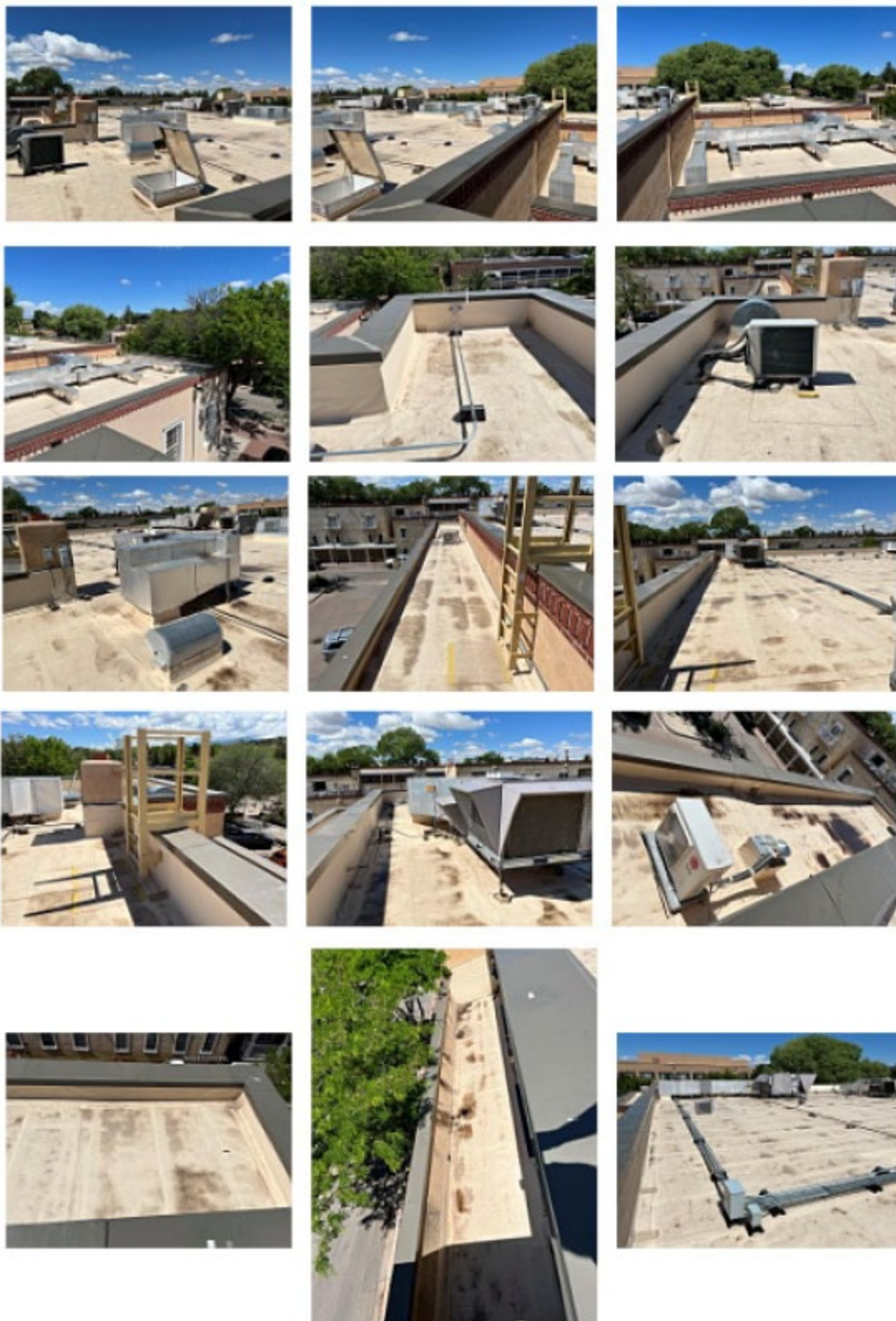


















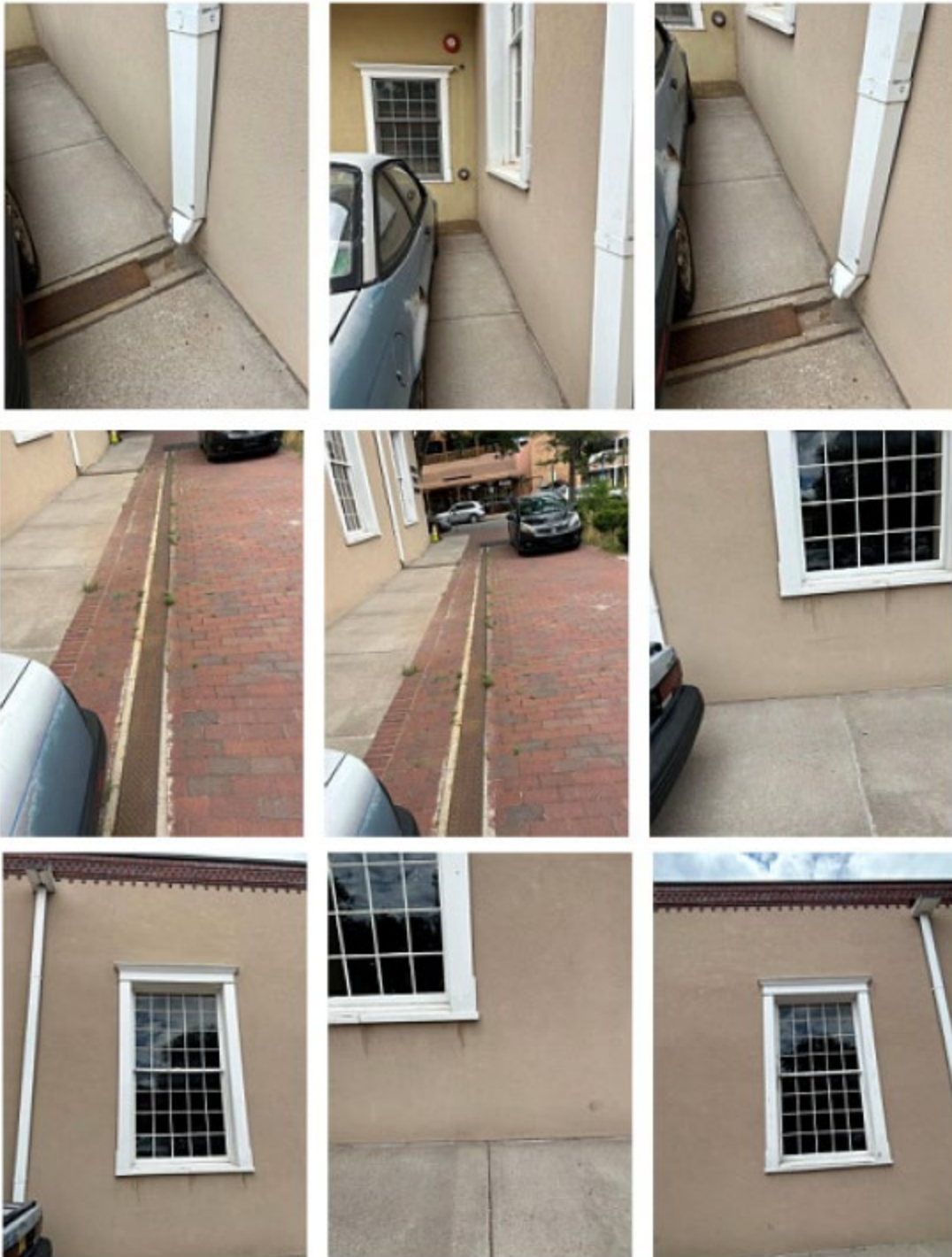












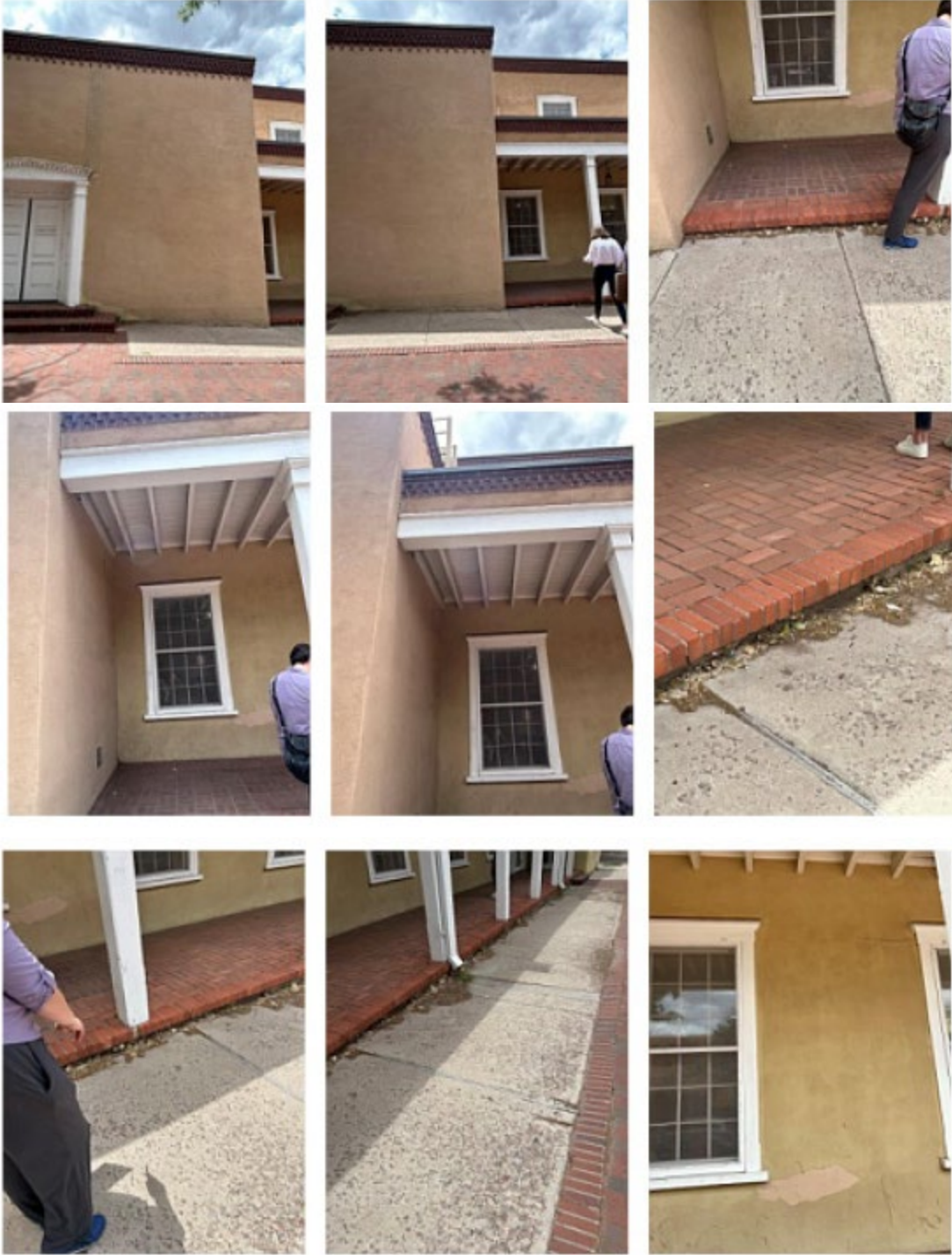






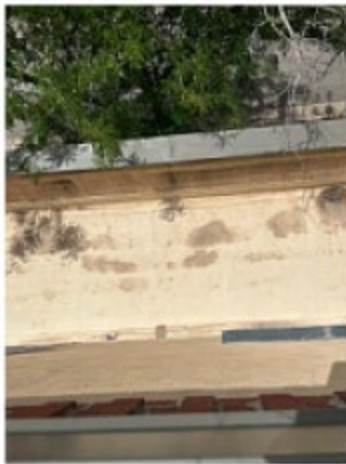
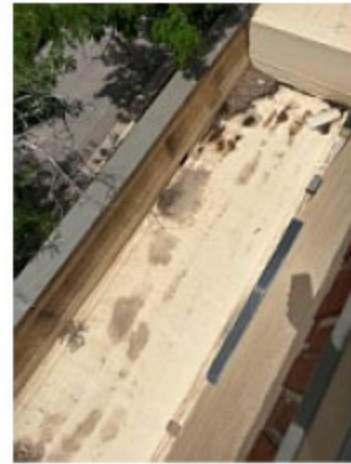






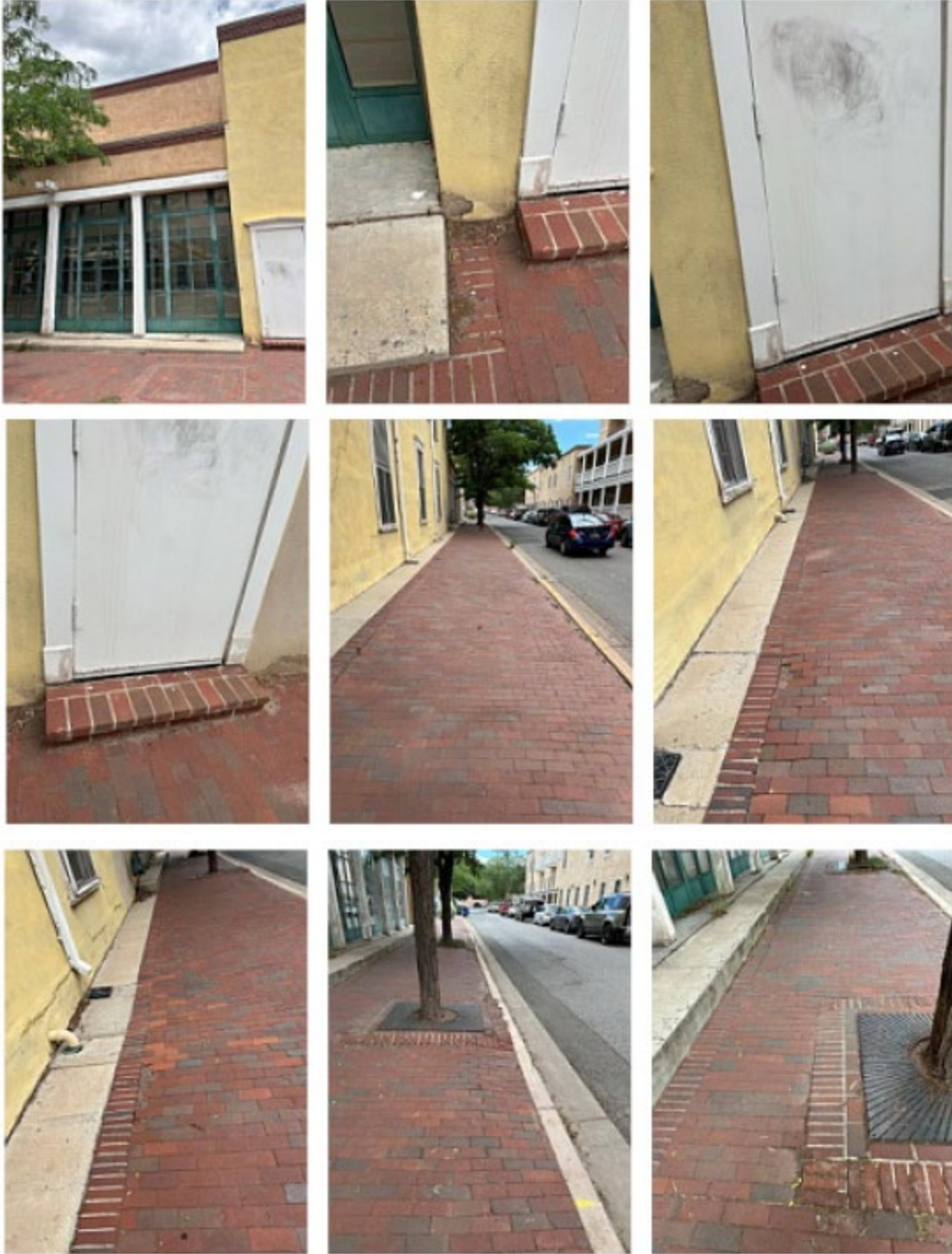


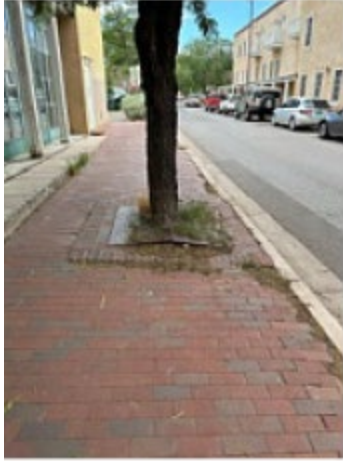




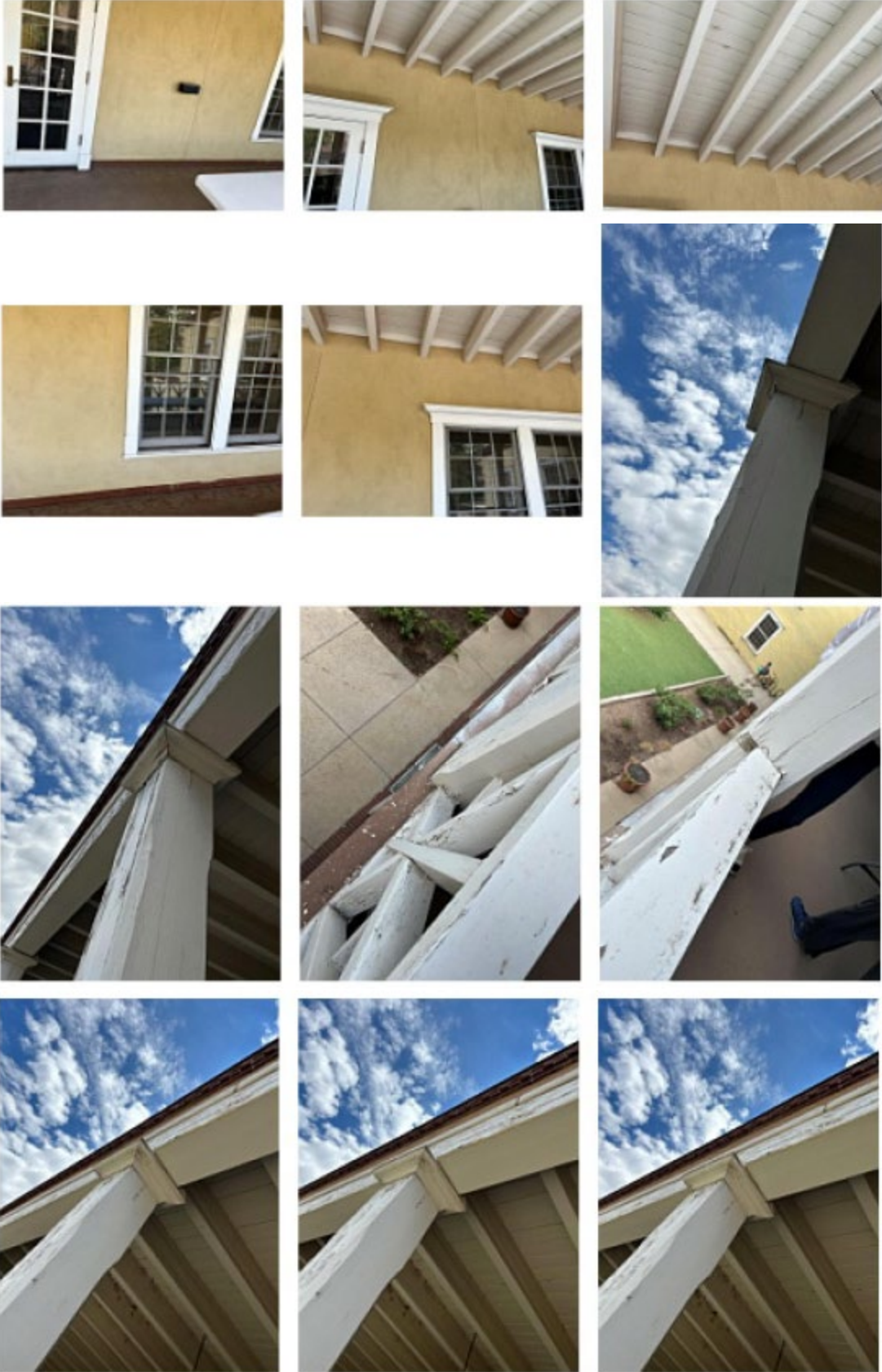




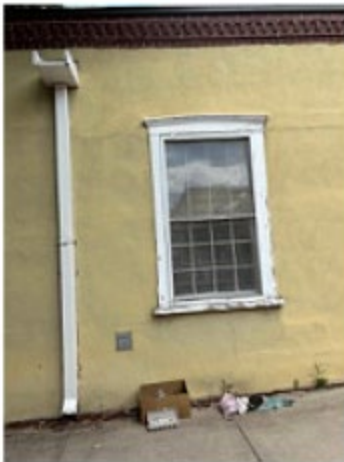


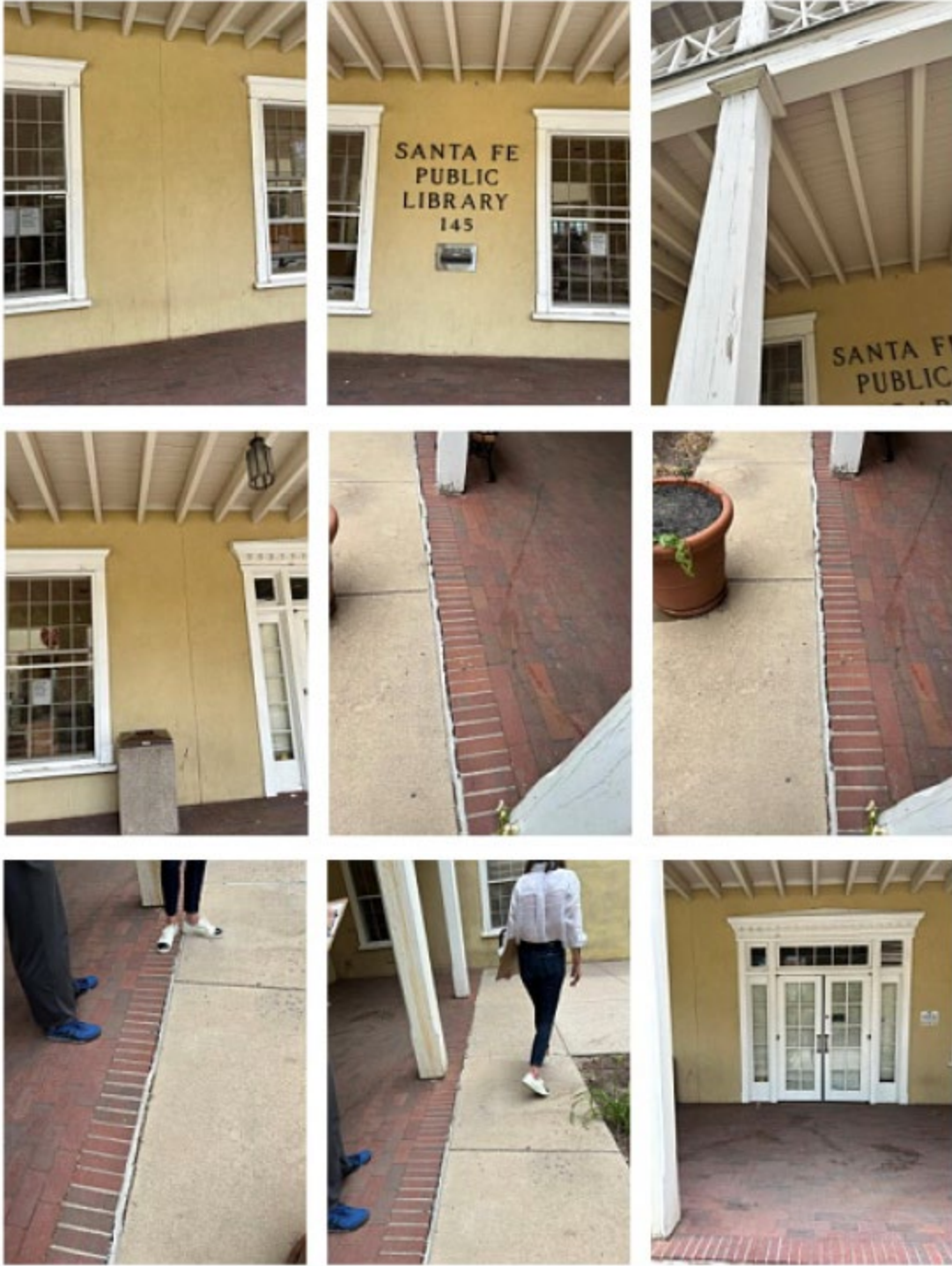




















**DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION**

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 · NM.SHPO@DCA.NM.GOV

May 23, 2024

J. Samuel Burnett
Facilities Division Director
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

RE: Cultural Properties Restoration Fund Grant Program
Santa Fe Public Library Main Branch Preservation Project

VIA EMAIL: jsburnett@santafenm.gov

Dear Mr. Burnett:

Congratulations! The City of Santa Fe has been selected to receive the requested \$231,300 in grant funding from the Cultural Properties Restoration Fund Grant Program. This is to complete the Santa Fe Public Library Main Branch Preservation Project.

The New Mexico Historic Preservation Division (HPD) received thirty-two applications from qualified applicants around the state. The total request for funding was \$6 million and we have a total of \$1 million in funding available. This means we are only able to fund a fraction of the applications we received. HPD staff and the Cultural Properties Review Committee reviewed the applications and yours has been selected for funding.

Steven Moffson, Historian at the Historic Preservation Division will work with you to develop the Joint Powers Agreement and the Preservation Agreement. He may be reached at 505-476-0444 or steven.moffson@dca.nm.gov. He will reach out in the next few weeks to review and discuss the grant project's next steps.

If you have questions or would like further information about your grant application, please reach out to Karla McWilliams at 505-827-4451 or karla.mcwilliams@dca.nm.gov.

Regards,

Michelle Ensey
State Historic Preservation Officer (INTERIM)

cc: Nicole Ramirez Thomas, nicole@wonderstoneconsulting.com
Spencer Schwartz, City of Santa Fe, smschwartz@santafenm.gov
Steven Moffson, HPD, steven.moffson@dca.nm.gov











GB-150-Woven Architecture LLC


Final Audit Report


2025-11-24


Created:	2025-11-19
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAISJ5PZwtR7ooK6hdmbMKT8NhriA8CpNn

"GB-150-Woven Architecture LLC" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-19 - 8:00:09 PM GMT- IP address: 50.228.218.218
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-19 - 8:05:26 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 9:44:55 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-19 - 9:45:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-11-19 - 9:45:40 PM GMT
-  Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-11-19 - 10:07:38 PM GMT- IP address: 174.234.207.131
-  Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-19 - 10:08:24 PM GMT - Time Source: server- IP address: 174.234.207.131
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 10:08:28 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-20 - 6:39:14 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 6:08:27 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-21 - 6:08:31 PM GMT

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-24 - 4:11:45 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2025-11-24 - 4:11:45 PM GMT