

Henry Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM FOR FILE

DATE: January 18, 2022

TO: File

FROM: Bill Taylor, Procurement Manager *BT*

RE: **Sole Source Determination per Section 13-1-126 NMSA 1978 to Continue Landscape Architectural Design Services Contract with Design Office Related to the Romero Park Phase II Improvements**

BACKGROUND

On January 30, 2018, Santa Fe County executed Agreement No. 2018-0048-PW/KE with Design Office to provide landscape architectural services for design of the Romero Park Phase II Improvement project. The current Agreement is set to reach its full 4-year term for professional service contracts and may not exceed four years, pursuant to NMSA 1978, 13-1-150. B. Multi-term contracts; specified period.

The Landscape Architect has completed full design for the project. The County had issued multiple solicitations for construction services, through Invitation for Bid (IFB). All Bids exceeded the County's Project Budget. Although, open negotiations with Construction Contractors were attempted, the offers did not meet project budget and were unsuccessful.

ISSUE

The County requires the services of Design Office to provide design services, including bidding & negotiations, construction administration, substantial completion and post construction services, and requests a sole source determination be made to enter into a new Agreement with Design Office to complete the construction phase of the project.

DETERMINATION

In reviewing the merits of the sole source request, it is apparent that there are other Landscape Architectural design professionals that can provide the same services that are needed for the project. However, by contacting with another Landscape Architect, other than the Architect of Record to complete the remaining services, would result in the County releasing the Architect of Record of all obligations and liabilities of the original design, and would not meet the original purpose of the contract. Further, other Architectural firm's liability insurance carriers would not allow or cover the design obligations and liabilities of the Architect of Record.

Due to the specific and technical intent of the original procurement and Agreement for Landscape Architectural Design Services, including the aforementioned liability issues, the County

Procurement Manager of the County central purchasing office, has determined that a new Agreement between Santa Fe County and Design Office, Landscape Architect may be executed as a sole source procurement, pursuant to 13-1-126, NMSA 1978.

Contract Information:

Vendor: Design Office
1300 Luisa Street, Suite 24
Santa Fe, New Mexico 87501

Basic Design Services & Deliverables:

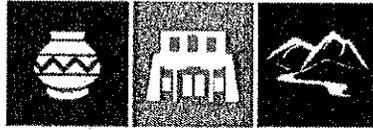
Update of 100% construction drawings/specifications
Bidding and Negotiation Phase
Construction Administration Phase
11 Month Warranty Phase

Delivery: Though project completion
Total Compensation- **\$ 112,051.96, excluding NMGRT**

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



SANTA FE COUNTY

Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Katherine Miller
County Manager

DATE: November 19, 2021

TO: Bill Taylor, Procurement Manager *BT*

FROM: Carrie Olson, Project Manager *Carrie Olson*
Carrie Olson (Nov 29, 2021 08:37 MST)

VIA: Phillip Montano, Projects and Facilities Management Division Director *Phillip Montano*
Barbara Herrera, Projects Section Manager *Barbara Herrera*

ITEM AND ISSUE: New Contract with Design Office for Romero Park, Phase II Improvements

SUMMARY:

Santa Fe County signed a contract agreement with Design Office on January 30, 2018 for landscape architectural services for design of Romero Park Phase II project. Projects Department in Public Works wishes to extend the contract with Design Office to complete the architectural services necessary to finalize the Phase II project through construction.

BACKGROUND:

In 2018 Santa Fe County entered into Agreement No. 2018-0048-PW/KE with Design Office to provide landscape architectural services for design of Romero Park Phase II project. This original contract was amended four times to revise services, with no change to the contract amount.

Agreement No. 2012-0210-OS/PL will expire on January 30, 2022. Through the agreement, Design Office has developed 100% plans, revised the plans, and assisted the County with multiple bidding phases. The construction project has not been completed due to multiple failed bids, at no fault of the architect. The County requires the services of Design Office to provide architectural design assistance through the construction phase. The fee for the remaining services is \$201,801.96 exclusive of NMGRT. The services include:

Basic Services (Construction, Project Closeout, 11-month Inspection), Additional Services (Environmental Regulatory Compliance, Traffic Impact Analysis, Construction Management, Structural Engineering –PT slab, Solar Panel Design), and Reimbursable Expenses (Travel).

ACTION REQUESTED:

Staff has reviewed the Design Office contract and four amendments and determined it to be fair and reasonable, and therefore recommends approval of a new contract with Design Office to provide the architectural design services for the Romero Park Phase II project through completion.

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov



SANTA FE COUNTY SOLE SOURCE REQUEST AND DETERMINATION FORM

A sole source *determination* is not effective until the *sole source request for determination* has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the County Purchasing Agent. The foregoing requirement is regardless of whether the *sole source request for determination* has been signed by the Agency and/or the Contractor.

I. Department/Division: Public Works/Projects

Director: Phillip Montano, Projects and Facilities Management Division Director

Telephone Number: (505) 231-1702

II. Name of prospective Contractor: Design Office

Address of prospective Contractor: 1300 Luisa Street, Suite 24
Santa Fe, NM 87501

Amount of prospective purchase: \$112,051.96 excluding NMGRT

Term of prospective contract: 4 year contract

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

Complete landscape architectural services for the Romero Park Phase II Improvements project including 1) evaluation & planning services, 2) design services, 3) bidding and negotiating services, 4) contract administration services, and 5) facility administration services.

IV. Provide an explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use "technical jargon;" use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

The criteria required of the Architect is a thorough understanding of Romero Park property, the specific Phase II design, bids, and specifications.

V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or

item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.")

Design Office produced the Master Plan, the Phase I design, and the Phase II design plans for Romero Park property. Design Office's current contract (expiring January 30, 2022) with Santa Fe County is for design services through the end of construction. The project was expected to be completed through the end of construction by the end of the four-year contract, however was delayed due to multiple failed bids. Design Office has all of the documents, files, background, and knowledge to begin work immediately to complete bidding and construction documents for the selected construction contractor. The current contract amount would not change, resulting in no additional expense to the county.

- VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are **unique and how this uniqueness is substantially related to the intended purpose of the contract.**

Design Office produced the Master Plan documents, the 100% design and construction documents for Phase I, and 100% design and construction documents for Phase II. Their current contract with Santa Fe County is through a completed Phase II construction project. Design Office is the only firm with the design document, bidding documents, and in depth knowledge of the project necessary to complete the design and construction documents within the required timeframe and to provide the construction phase services.

- VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property **cannot** meet the intended purpose of the contract.

Any other firm would have to accept all design liabilities of Design Office's 100% design plans, or start over from the beginning and recreate work already completed. A re-design of the project would be costly and add additional time to the project.

- VIII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing vendor list. Include a list of businesses contacted (**do not state that no other businesses were contacted**), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

Design Office produced the Master Plan, and 100% design plans for Phase I and Phase II and their contract with Santa Fe County is to provide services through the completion of Phase II construction. No other firm has the history, experience, or and knowledge of the project that Design Office does. Hiring a different architect would result in a cost that can be avoided by renewing Design Office's contract. The existing contract has sufficient funds to complete the project, without incurring additional costs.

Certified by: Requesting Agency Staff

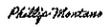
Date: 11/19/2021



Carrie Olson, Requesting Agency Staff

Requesting Agency Approval by:

Date: Nov 29, 2021



PJ Montano, Division Director

Requesting Agency Approval by:

Date: Nov 29, 2021



Gary L.J. Giron, Department Director