

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 **Maxson Engineering**, 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:

Maxson Engineering NM LLC will act as the prime consultant to deliver an assessment of City Hall (200 Lincoln Ave, Santa Fe, NM 87501) as described in the attached proposal, section titled “Project Description and Approach,” dated October 30, 2023, marked as “Exhibit A,” attached hereto and made a part thereof.

Maxson Engineering will retain Woven Architecture to provide architectural services as a subconsultant, and Martin/Martin Consulting Engineers to provide structural engineering services as a subconsultant.

The scope of services shall include:

1. Attendance at kick-off meeting.
2. Up to two (2) site survey visits to develop design and requirements.
3. Maxson will host coordination meetings as follows:
 - a. Discovery / Evaluation Phase: One (1) in-person.
 - b. Assessment Phase: One (1) in-person and one (1) via teleconference.
 - c. Final Report Phase: One (1) in-person and one (1) via teleconference.
4. Attendance at two (2) Owner coordination and/or review meetings.
5. Design deliverables will be as follows:
 - a. Assessment Phase: Maxson Engineering will provide a draft progress report of findings and preliminary recommendations. This will be reviewed and discussed with the Owner.
 - b. Final Report Phase: Maxson Engineering will provide a final report of findings, recommendations and opinion of probable costs for recommendations. This will be

reviewed and discussed with the Owner.

6. Maxson Engineering will provide mechanical, electrical, plumbing, architectural and structural opinions of probable construction costs as follows:

a. Final Report Phase: Provide final ROM opinion of probable construction cost for the proposed recommendations within the final report.

2. Standard of Performance; Licenses

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

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

3. Compensation

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Discovery/Evaluations		\$33,440.00
02 Assessment		\$64,983.00
03 Final Report		\$23,100.00
04 Estimated Expenses		\$2,500.00
Total		\$124,023.00

The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one hundred twenty-four thousand and twenty-three dollars (\$124,023.00) such compensation not to exceed one hundred thirty-four thousand one-hundred seventy-seven dollars and thirty-eight cents (\$134,177.38), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling ten thousand one-hundred fifty-four dollars and thirty-eight cents (\$10,154.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not one hundred thirty-four thousand one-hundred seventy-seven dollars and thirty-eight cents (\$134,177.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **December 31, 2027** unless terminated pursuant to paragraph 5 (Termination), or 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) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 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 construction 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 12 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 12 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 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

- A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

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

Cooperative 13-1-135

This Contract is issued against the Cooperative Educational Services (CES) Master Agreement 2023-01-C2124-ALL – Lot 1, Engineering and Consulting Services, established and maintained by CES, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said

policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

23. Records and Financial Audit

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

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish

that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

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

To the City:
Spencer Schwarts
Project Administrator
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:
Brandon Hensley
Regional Manager
Maxson Engineering
6100 Indian School Rd NE, Suite 225
Albuquerque, NM 87110
bhensley@maxsonengineering.com
303-933-2700

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 irreparable 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF SANTA FE:

John Blair
John Blair (Jan 16, 2024 14:22 MST)
JOHN BLAIR, CITY MANAGER

DATE: Jan 16, 2024

CONTRACTOR: Maxson Engineering

Chris Geipel
CHRIS GEIPEL
DIRECTOR OF PROJECT DEVELOPMENT

DATE: December 1, 2023

CRS#: 03-599399-00-5

Registration #: 235997

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Jan 30, 2024 17:01 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 27, 2023 15:44 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jan 14, 2024 22:51 MST)
EMILY OSTER, FINANCE DIRECTOR

3209980/572960 FAC2432001 AH
Org. Name/Org#: AH



October 30, 2023

Sam Burnett
Facilities Division Director
City of Santa Fe
P.O. Box 909
2651 Siringo Rd. Building E
Santa Fe, NM 87504-0909
jsburnett@santafenm.gov

Re: City Hall Assessment
Professional Engineering Services Proposal – **Revision #1**
ME #91211

Dear Sam,

Maxson Engineering NM LLC (“Maxson”) (“Maxson Engineering”) is pleased to provide City of Santa Fe (“CoSF”) (“City”) (“Client”) with this mechanical, electrical and structural engineering and architectural design services proposal for the above referenced project. This proposal is based on the discussion that took place during the initial meeting on December 2nd, 2022, as well as the information gathered at the site walk that was done on December 14th, 2022. Maxson Engineering NM LLC will act as the prime consultant to deliver services as described below. Maxson Engineering will retain Woven Architecture to provide architectural services as a subconsultant, and Martin/Martin Consulting Engineers to provide structural engineering services as a subconsultant.

A. Project Description and Approach

1. City of Santa Fe has requested a proposal from Maxson to assess the existing City Hall building located in Santa Fe, NM. The City has informed Maxson that the building has had several issues with maintenance and the existing mechanical systems over the years, and there are also concerns regarding code compliance relating to egress, ADA, fire separations, among others. The City has requested Maxson and their subconsultants to assess the building to determine issues with structural, architectural, mechanical, electrical and plumbing systems, as well as overall building code compliance.
2. The proposed project involves the survey, evaluation of findings, and recommendations of improvements for the existing facility. The area scope of work is approximately 40,000 square feet.

3. Architectural: The architectural scope of work will be performed by a subconsultant. The proposed architectural portion of the scope of work is as follows:
 - a. Perform records research through CoSF for any available existing drawings or documentation of existing roof condition and history.
 - b. Perform initial site visit and up to (2) additional visits as necessary to document existing conditions and meet with City of Santa Fe representatives.
 - c. Conditions assessment: Observation of the state of the building's structure and systems:
 - i. Site and Structures
 - ii. Exterior Building Envelope
 - iii. Door + Window Assessment Consultant: RPA & Associates (Ra' Patterson)
 - iv. Exterior Drainage/Roofing
 - v. Interiors
 - d. Conditions Assessment Report: General description of the existing physical conditions of the site (sidewalks, site drainage), exterior (roof, walls, penetrations, material integrity), and interiors (floors, partitions, ceilings). This will include analysis of:
 - i. Accessibility
 - ii. Code compliance
 - iii. Fire protection
 - iv. Security systems.
 - e. Photos: Overall building photos as well as catalog of selected typical deficiencies.
 - f. Recommendations + Priorities: Strategies to repair architectural components and upgrade to current building code.
 - g. Opinion of Probable Cost: Rough Order of Magnitude construction cost opinion.
 - h. Attend up to two (2) meetings to review findings and recommendations.
4. Structural: This scope of work will also be performed by a subconsultant. The structural engineering scope of work is as follows:
 - a. Structural will perform a brief review of existing Construction Documents, if available, to familiarize ourselves with the details of the original construction.
 - b. Structural will perform a site visit to observe the existing structural system for completion of a structural condition assessment. All observations will be visual from areas that are readily accessible without equipment. Some of this work may involve removing ceiling tiles and other replaceable finish materials. Hard ceilings and wall finishes will not be removed for this work.

- c. The information collected during our investigation will be summarized into a report that will include an opinion on the general condition of the building and an outline of any areas that may need further attention. The report will also include preliminary recommendations for repair or maintenance if applicable.
 - d. Preparation of an Engineer's Opinion of Probable Cost for the repair recommendations.
- 5. Mechanical: The proposed mechanical scope of work for the project includes the review of existing plans, the evaluation of existing plumbing and HVAC systems and infrastructure and recommendations on improvements related to the plumbing and HVAC equipment and HVAC controls systems, as well as any code violations found during investigations.
 - a. A block building load analysis will be done to provide an overall idea of the building load requirements. A detailed zone load analysis is excluded from the proposal.
 - b. Maxson will evaluate the existing HVAC systems and associated infrastructure for serviceable life span and safety or code violations or risks. If it is recommended that systems are replaced, Maxson will look at replacement options that make the best sense weighing available space above the ceiling, structural implications, controllability, comfort, maintainability and efficiency, among others.
 - c. Maxson will review the existing mechanical systems, plumbing systems and related infrastructure for code compliance. Note that all evaluations and assessments will be limited to what can be visually observed at the time of the site investigation(s).
 - d. A report of findings, recommendations and opinion of probable costs for the proposed recommendations will be provided.
- 6. Electrical: The proposed electrical scope of work for the project includes the review of existing plans, the evaluation of existing electrical systems and infrastructure and recommendations on improvements related to the electrical power, lighting and infrastructure and any code violations found during investigations.
 - a. Maxson will review the existing power distribution, lighting, exit lighting and fire alarm and related infrastructure for code compliance. Note that all evaluations and assessments will be limited to what can be visually observed at the time of the site investigation(s).
 - b. A report of findings, recommendations and opinion of probable costs for the proposed recommendations will be provided.
- 7. Existing Plans: Some existing plans are available for this facility, but they are not complete. Additional data is needed to accomplish the proposed assessment. The design team will work with the City to survey onsite to verify the existing plans and collect data for mechanical, plumbing, electrical, architectural and structural information.
- 8. The final deliverable will be a summary report that will include mechanical, electrical, architectural and structural findings, recommendations and ROM costs.

B. Scope of Services

The scope of services included as part of this proposal to support the project scope of work above are as follows.

1. Attendance at kick-off meeting.
2. Up to two (2) site survey visits to develop design and requirements.
3. Maxson will host coordination meetings as follows:
 - a. Discovery / Evaluation Phase: One (1) in-person.
 - b. Assessment Phase: One (1) in-person and one (1) via teleconference.
 - c. Final Report Phase: One (1) in-person and one (1) via teleconference.
4. Attendance at two (2) Owner coordination and/or review meetings.
5. Design deliverables will be as follows:
 - a. Assessment Phase: Maxson Engineering will provide a draft progress report of findings and preliminary recommendations. This will be reviewed and discussed with the Owner.
 - b. Final Report Phase: Maxson Engineering will provide a final report of findings, recommendations and opinion of probable costs for recommendations. This will be reviewed and discussed with the Owner.
6. Maxson Engineering will provide mechanical, electrical, plumbing, architectural and structural opinions of probable construction costs as follows:
 - a. Final Report Phase: Provide final ROM opinion of probable construction cost for the proposed recommendations within the final report.

C. Schedule

The project schedule is as follows:

Phase / Task	# of Weeks
Project Initiation/Setup/Kick-off	1
Discovery / Evaluations – Existing Plan Research/Review	2
Discovery / Evaluations – Onsite Evaluations	3
Assessment – Draft Report	6
Assessment – Final Report	2
Total	14

NOTE: Schedule timing estimates are from notice to proceed for the first phase. Any subsequent phase is from receipt of all review comments.

D. Assumptions

1. Maxson Engineering will be provided access to all portions of the buildings and site necessary to conduct the survey.
2. Maxson Engineering's services are limited to mechanical and electrical engineering and design. Structural and architectural services will be provided by subconsultants and are also included as part of this proposal.
3. All reports are assumed to be electronic submissions. Printing of hard copy drawings and specifications are not included in this fee.
4. Maxson Engineering assumes that all existing base building utility services are adequately sized for the facility and potential recommended upgrades. This includes power, natural gas, domestic water, sanitary sewer and storm drain. Recommendations or upgrades to these utility services are excluded from this proposal.
5. All available plans for the existing building will be made available to Maxson Engineering by the Owner.
6. Existing electrical monthly usage and demand documentation will be made available to Maxson Engineering by the Owner.
7. Electricians or certified staff will be made available during the onsite investigations to open electrical panels and equipment and/or remove panel covers so Maxson Engineering can evaluate power capacities and loads.
8. Site evaluations and subsequent findings will be limited to what areas are accessible to be visually evaluated.

E. Exclusions

While Maxson Engineering can provide design services for the following exclusions, we are assuming they are not a part of the project nor a required scope of work:

1. Any work not specifically described within this proposal.
2. 3D Revit or BIM modeling.
3. Construction documentation.
4. Construction contract administration.
5. LEED or Green Building Council Documentation and designs.
6. Energy Modeling and Computational Fluid Dynamics (CFD) Modeling.

F. Professional Services Fees

1. Base Services Fees: The architectural and engineering fees are fixed fees and are attached to this proposal in Attachment A – Fee Summary. Sub-consultant fees include a 10% administrative markup.
2. Reimbursable Expenses: These expenses are included in the above fees and will be billed at direct cost plus 10% administrative markup. They include automobile mileage. Printing and courier services are not required and are not included. An estimate, not to exceed is included in Attachment A – Fee summary.

Should you have any questions or comments, please contact me at 505-681-5404 or bhensley@maxsonengineering.com. We are grateful for the opportunity and look forward to working with the City of Santa Fe.

Sincerely,

Maxson Engineering LLC



Brandon Hensley
Regional Manager

Attachments: Attachment A – Fee Summary
Attachment B – Terms and Conditions

Proposal Acceptance:

Engineer: MAXSON ENGINEERING NM LLC

Client: City of Santa Fe

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Engineer's receipt of notices:
6100 Indian School Rd NE
Suite 225
Albuquerque, NM 87110

Address for Client's receipt of notices:
P.O. Box 909
2651 Siringo Rd. Building E
Santa Fe, NM 87504-0909



**City of Santa Fe
City Hall Assessment
Fee Summary**

Attachment A
ME#91211
10/30/2023
Revision #1

Phase	Mechanical	Electrical	Architectural	Structural	Total
Discovery / Evaluations	\$ 7,128	\$ 6,732	\$ 17,930	\$ 1,650	\$ 33,440
Assessment	\$ 23,868	\$ 20,556	\$ 14,784	\$ 5,775	\$ 64,983
Final Report	\$ 8,316	\$ 5,148	\$ 6,336	\$ 3,300	\$ 23,100
A&E Total	\$ 39,312	\$ 32,436	\$ 39,050	\$ 10,725	\$ 121,523
Expenses (Estimate) (1)	\$ 600	\$ 250	\$ 1,650		\$ 2,500
Grand Total					\$ 124,023

(1) Billed as required.

STANDARD TERMS & CONDITIONS

Maxson Engineering NM LLC
("Maxson Engineering", "Maxson")

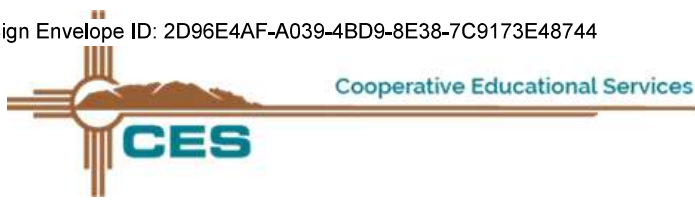
1. Payment. Payment is due within seven days of presentation of invoices. Any unpaid balances older than thirty days shall bear interest at 1.5% per month. Maxson may suspend services, without consequence or liability, upon seven days written notice to client in the event payment is delinquent. The client agrees to pay all interest and costs of collection, including reasonable attorney fees.
2. Standard of Care. Engineering services will be performed with the care and skill ordinarily exercised by members of the same profession, practicing under the same or similar circumstances. Maxson makes no other warranties, express or implied with regard to the services performed by it.
3. Work and Information of Others. Maxson shall not be responsible for construction means, methods, techniques, sequences, procedures or safety measures or programs of any construction contractor. Maxson shall be entitled to rely upon design services of others, including but not limited to contractors, manufacturers, suppliers and other design professionals. Maxson shall be entitled to rely upon information provided by Client or on Client's behalf.
4. Termination. This agreement may be terminated without cause upon ten days written notice. The following provisions of these Standard Terms & Conditions shall remain in effect after termination: Payment, Dispute Resolution, Consequential Damages, Corporate Protection, Insurance, Choice of Law and Interpretation, Use and Ownership of Intellectual Property.
5. Dispute resolution. Disputes arising out of this agreement shall first be submitted to mediation by a third-party mediator, agreed to by both parties, with the expense of such mediator to be shared equally by Client and Maxson.
6. No certification. Maxson shall not be required to certify, guarantee or warrant the existence of conditions or the adequacy of work performed by others if such cannot be ascertained with certainty by Maxson.
7. Consequential damages. Neither Client nor Maxson shall be responsible to the other for any incidental, indirect or consequential damages arising out of services performed by Others.
8. Corporate Protection. Maxson's services shall not subject individual employees, officers or directors to any personal liability to Client. Client agrees its sole and exclusive remedy, if any, for any claim arising out of the services of Maxson herein, shall be against Maxson Engineering NM LLC and not against any individual employees, officers or directors of Maxson.
9. Insurance. Maxson will carry workers compensation insurance at statutory minimum limits; employer's liability insurance with minimum limits of \$100,000 for

bodily injury by accident or disease per employee, and \$500,000 for bodily injury by disease in the aggregate; professional liability insurance, including Errors and Omissions, with minimum limits of \$1,000,000 per claim and in the annual aggregate; general liability insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; and automobile liability insurance with minimum limits of \$1,000,000 (if use of motor vehicles is required for the project).

10. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or the Consultant's total fee for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.
11. Choice of Law and Interpretation. Interpretation of this agreement and resolution of any disputes arising out of it will be governed by the laws of the State of New Mexico.
12. Third Party Beneficiaries. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Maxson.
13. Use and ownership of intellectual property. Drawings, specifications, electronic files and other documents prepared by Maxson are instruments of service for use solely with respect to this project. Maxson retains all rights of ownership thereof, whether by common law, statute or copyright. Client and others may not use such instruments of service for other projects or, in the event of termination, for completion of this project absent a written agreement between Client and Maxson.



14. Hazardous materials. Maxson shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials at the project site.
15. Subconsultants. Maxson shall not be required by Client to retain any subconsultant not fully acceptable to Maxson.
16. Gross Receipts Tax. Gross Receipts Taxes associated with Services provided by Maxson are not included in the base fee proposal. The Client agrees to reimburse Maxson Engineering NM LLC for Gross Receipts Taxes associated with this contract. Maxson Engineering NM LLC will bill direct cost to Client with each invoice.
17. This proposal is valid for acceptance for 90 days.



Contract Award Letter

October 5, 2022

Maxson Engineering NM, LLC
6100 Indian School Rd NE Suite 225
Albuquerque, NM 87110

Re: Contract Award for:

2023-01-C2124-ALL Design Professional Services, Category 2 - Lot 1, Engineering 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".

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 2 - Lot 1, Engineering and Consulting Services

CES CONTRACT NUMBER: 2023-01-C2124-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 Maxson Engineering NM, LLC, with its principal office located at 8307 Shaffer Parkway, Suite 200, Littleton, CO 80127 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.

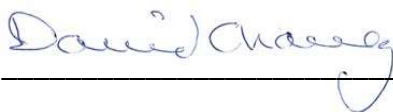
Agreed effective the above date:

Cooperative Educational Services

Maxson Engineering NM, LLC

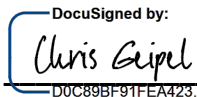
David Chavez

Printed Name

By: 

Chris Geipel

Printed Name

By: 
DOC89BF91FEA423...

Title: Executive Director

Title: Principal

Date: 10/6/2022

Date: 10/31/2022

**ATTACHMENT A
TO CONTRACT 2023-01-C2124-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

**GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2023-01 Design Professional Services
Category 2 - Lot 1, Engineering 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. ENGINEERING BASIC SERVICES

Professional engineers may engage in the practice of engineering and perform engineering work pursuant to the Engineering and Surveying Practice Act as individuals, partners or through joint stock associations or corporations. In the case of an individual, the individual shall be a professional engineer pursuant to the Engineering and Surveying Practice Act. All plans, designs, drawings, specifications, or reports that are involved in such practice, issued by or for the practice, shall bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work issued. In the case of practice through partnership, at least one of the partners shall be a professional engineer pursuant to the Engineering and Surveying Practice Act, and all plans, designs, drawings, specifications or reports that are involved in such practice, issued by or for the partnership, shall bear the seal and signature of the professional engineer in responsible charge of and directly responsible for such work when issued. In the case of practice through joint stock association or corporation, services or work involving the practice of engineering may be offered through that joint stock association or corporation; provided the person in responsible charge of the activities of the joint stock association or corporation that constitute engineering practice is a professional engineer who has authority to bind such joint stock association or corporation by contract; and further provided that all plans, designs, drawings, specifications or reports that are involved in engineering practice, issued by or for such joint stock association or corporation, bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work when issued.

An individual, firm, partnership, corporation, or joint stock association may not use or assume a name involving the terms "engineer", "professional engineer", "engineering", "registered" or "licensed" engineer or any modification or derivative of such terms unless that individual, firm, partnership, corporation or joint stock association is qualified to practice engineering in accordance with the requirements in this section.

The purpose and scope of work for Category 2 is to acquire a full-service engineering firm(s) or surveying firms to provide services that **may** include the professional licensed disciplines in in Category 1.

2. ENGINEERING SERVICES CLASSIFICATIONS

- a. consultation, research, investigations, and reports
- b. Design services for construction projects
- c. Engineering support services

3. 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 are not limited to:

1. Programming phase;
2. Conceptual design and alignment studies;
3. Schematic design phase;
4. Design development phase;
5. Construction documents phase;
6. Procurement and/or bidding phase;
7. Construction phase;
8. Project acceptance and close-out;
9. Project 11-month warranty phase
10. CES Member/Participating Entity retainage of records

4. 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.

5. 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.

6. 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 2 / Lot 1 Scope of Work

ATTACHMENT B
ACCEPTANCE OF PROPOSAL, OFFER,
AND CONTRACT AWARD
Design Professional Services
Category 2 - Lot 1, Engineering and Consulting Services

PRICING

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

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



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

BUSINESS REGISTRATION

Business Name: Maxson Engineering NM LLC
DBA: Maxson Engineering NM

Business Location: 6100 Indian School RD NE ste 225
Albuquerque, NM 87110

Owner: MAXson Engineering

License Number: 235997

Issued Date: October 18, 2023

Expiration Date: October 18, 2024

CRS Number: 03-599399-00-5

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

Maxson Engineering NM LLC

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/19/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company Ltd. INSURER B : Hartford - WC Multiple Issuing Cos INSURER C : XL Specialty Insurance Company INSURER D : INSURER E : INSURER F :	
INSURED Maxson Engineering NM LLC 6100 Indian School Rd NE, Ste. 225 Albuquerque, NM 87110		NAIC # 11000 00914 37885	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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:	X	X	34SBWIW3710	03/20/2023	03/20/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34SBWIW3710	03/20/2023	03/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	34SBWIW3710	03/20/2023	03/20/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGBQ7801	03/20/2023	03/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			DPR5010647	03/20/2023	03/20/2024	\$5,000,000 per claim \$5,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Additional Insureds for ongoing and completed operation under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insureds work performed on behalf of the certificate holder and owner. This (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 1142 Siler Road Santa Fe, NM 87507	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 
--	--



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204422

Contractor: Maxson Engineering

Description: Maxson Engineering will act as the prime consultant to deliver an assessment of City Hall, located at 200 Lincoln Avenue, Santa Fe, NM 87501.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: TBD Term End Date: 12/31/2027

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** CES 2023-01-C2124-ALL

JoAnn Lovato Montano

Purchasing Officer Review:

Jan 12, 2024

Date:

Comment & Exceptions: Procured via valid CES agreement

4. **Funding Source:** Facilities CIP FAC2432001

Andy Hopkins

Andy Hopkins Jan 12, 2024 10:56 MST

Budget Officer Approval:

Org / Object: 3209980/572960

Jan 12, 2024

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Spencer Schwartz Phone # 505-469-5536

Email: smschwartz@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Maxson Engineering

Procurement Title: City Hall Assessment

Procurement Method: State Price Agreement ☐ Cooperative ☒ Sole Source ☐ Other ☐

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

Department Requesting Public Works/Facilities Div Staff Name Spencer Schwartz

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

<u>Spencer Schwartz</u>	Project Administrator	12/4/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
<i>Johana Lovato Montano</i>		Jan 12, 2024
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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



City of Santa Fe, New Mexico

Memorandum



DATE: January 4, 2024

TO: John Blair, City Manager

VIA: Regina Wheeler, Public Works Director
Sam Burnett, Facilities Director

FROM: Spencer Schwartz, Facilities Project Administrator

ACTION:

Request for Approval of a Professional Services Contract with Maxson Engineering NM LLC, in the Total Amount of \$122,698, including NMGR, for mechanical, electrical, structural engineering, and architectural services at City Hall, 200 Lincoln Ave., Santa Fe, NM; Spencer Schwartz, smschwartz@santafenm.gov

BACKGROUND AND SUMMARY:

The age and poor condition of City Hall coupled with the lack of documentation of its systems, greatly hampers the ability of the Public Works Facility's team to provide safe and functional space for staff, public services, and Council and Committee meetings.

This contract engages engineers, architects, and mechanical and electrical contractors led by Maxson Engineering to:

- perform an assessment of City Hall's building envelope, code compliance, ADA accessibility, structural, mechanical, electrical, and plumbing systems.
- verification of existing documentation of these features.
- provide a detailed Facility Condition Assessment Report.
- provide recommendations on critical repairs and costs.

A Facilities Master Plan completed in 2007 and subsequent resolutions directed staff to plan, design, and construct a new Consolidated City Services Center to house services and staff currently dispersed in various locations throughout the City, including at City Hall. The Public Works Department is completing a feasibility study for the scope development and location of a new City Services Center. This new facility would provide a one stop shop for customers, while providing a modern and highly accessible council chambers, services, and staff offices. This new City Services Center has been included in the Infrastructure Capital Improvement Plans (ICIP) for 2022, 2023, and 2024 legislative sessions.

In the meantime, this work is required to facilitate planning, budgeting, and executing extensive maintenance on City Hall that will be required until a new facility is completed.

PROCUREMENT METHOD:

The procurement method is CES contract # 2023-01-C2124-ALL which expires on October 5, 2026.

FUNDING SOURCE:

Facilities FY24 Budget Appropriation

Fund Name/Number: Facilities CIP, Project Ledger ID: FAC2432001

Munis Org Name/Number: Facilities CIP 3209980

Munis Object Name/Number: WIP Design 572960

ATTACHMENTS:

Maxson Engineering's Contract
Maxson Engineering's Proposal
Maxson Engineering's Project Schedule
Maxson Engineering's CES Contract
Maxson Engineering's Certificate of Insurance
Maxson Engineering's Business License
Summary of Contracts
Procurement Checklist