

ITEM # 18-0691

**CITY OF SANTA FE
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT (#17-0233), dated March 17, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Souder Miller & Associates (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, paragraph A of the Agreement is amended to include additional professional engineering services for the City so that Article 1, paragraph A is amended to read in its entirety as follows:

A. The Contractor shall provide professional engineering services for the City for CIP 413E-Arroyo de los Pinos at Kachina Ridge ("The Project"), in accordance with all provisions of its contract with Cooperative Extension Services (CES) and the attached proposal as outlined in Exhibit "A-1", attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighteen thousand seven hundred twenty-six dollars (\$18,726.00) exclusive of applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor, via it's contract with CES (item # 18-0191 – Exhibit B) in full payment for services rendered, a sum not to exceed fifty-four thousand eight hundred thirty-five dollars (\$54,835.00) exclusive of applicable gross receipts taxes for the term of this agreement.

3. AGREEMENT IN FULL FORCE.

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

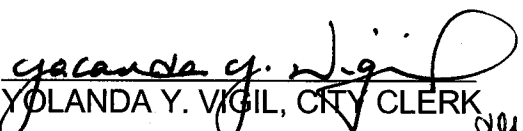
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ERIK LITZENBERG,
INTERIM CITY MANAGER

Date: 6/25/10

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *YV*

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY *6/7*

APPROVED:


FINANCE DIRECTOR *6/21/10*
22401/572960
Business Unit/Line Item

CONTRACTOR:

Souder Miller & Associates

See Attached
NAME & TITLE

Date: _____
CRS# 85-03369664
City of Santa Fe Business
#18-00031366

reads in its entirety as follows:

A. The City shall pay to the Contractor, via it's contract with CES (item # 18-0191 – Exhibit B) in full payment for services rendered, a sum not to exceed fifty-four thousand eight hundred thirty-five dollars (\$54,835.00) exclusive of applicable gross receipts taxes for the term of this agreement.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

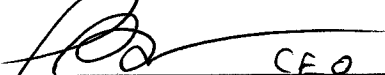

ERIK LITZENBERG,
INTERIM CITY MANAGER

Date: 6/25/18

ATTEST:

CONTRACTOR:

Souder Miller & Associates

 CEO
NAME & TITLE

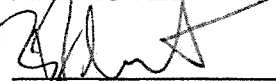
Date: 6/26/18
CRS# 85-03369664
City of Santa Fe Business
#18-00031366

YOLANDA Y. VIGIL, CITY CLERK


APPROVED AS TO FORM:

 6/17
GENO ZAMORA, CITY ATTORNEY

APPROVED:

 6/26/18
FINANCE DIRECTOR
22401/572960
Business Unit/Line Item

**CITY OF SANTA FE
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**

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RECITALS

Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, paragraph A of the Agreement is amended to include additional professional engineering services for the City so that Article 1, paragraph A is amended to read in its entirety as follows:

A. The Contractor shall provide professional engineering services for the City for CIP 413E-Arroyo de los Pinos at Kachina Ridge ("The Project"), in accordance with all provisions of its contract with Cooperative Extension Services (CES) and the attached proposal as outlined in Exhibit "A-1", attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighteen thousand seven hundred twenty-six dollars (\$18,726.00) exclusive of applicable gross receipts taxes, so that Article 3, paragraph A



March 30, 2018



Ms. Melissa McDonald
River and Watershed Coordinator
Public Works Department
P.O. Box 909
Santa Fe, NM 87504
Via email: mamcdonald@ci.santa-fe.nm.us

9224487

**Re: Scope and Fee Proposal for Design, Bidding and Construction
Arroyo de Los Pinos @ Kachina Ridge Drive**

Dear Ms. McDonald:

Miller Engineering, Inc. d/b/a Souder, Miller & Associates (SMA) is pleased to provide this scope and fee proposal for providing design, bidding and construction phase services for the above referenced project.

SMA, along with Sites Southwest (SSW) has prepared the Master Plan Report and preliminary design for the Arroyo de los Pinos. The preliminary design included grade control structures 1 through 12. Pursuant to our meeting on March 9, 2018, the City has requested that the design services be divided into two phases. Project 1, the upstream portion includes final design services for structures 6 through 12; project 2, the downstream portion includes final design services for structures 1 through 5.

This proposal is for the scope of services for the final design, bidding and construction of project 1. A separate proposal will be provided for project 2.

Final Design

SMA will prepare final design plans and contract documents for project 1, improvements for the upstream portion of the project (as described above) and comments received from the City of Santa Fe at the 60% submittal review. The final plans and contract documents will be submitted to the City for final approval signatures. SMA will provide an electronic (pdf) copy and up to three (3) 11"x17" hard copies as requested by the City of Santa Fe.

Bidding Phase Services

SMA understands that the City of Santa Fe will be responsible for soliciting bids for this project. However, SMA will provide the following services during the bidding process for Project 1.

- Attend the pre-bid meeting
- Provide a written response to Contractor's requests for clarification. SMA will provide this information to the City of Santa Fe for distribution to Contractors.
- Prepare draft addenda for concurrence and distribution by the City of Santa Fe
- Attend the bid opening

Permitting

SSW has been working on the 404 permitting for this project and will finalize the permitting and file the pre-construction notice with the USACE for the entire project (projects 1 and 2). The scope of the permit will need to be expanded for the downstream portion of the project. That scope will be included in the separate proposal.

Construction Phase Services

SMA will provide the following construction phase services for Project 1:

- Attend the pre-construction conference,
- Respond to Contractor's requests for information,
- Attend Bid Opening and assist in review/tabulation of bids,
- Prepare Recommendation of Award Letter,
- Review Contractor submittals,
- Attend weekly construction meetings, (assume up to 12 meetings),
- Review Contractor requests for change orders and make a recommendation for acceptance or rejection,
- Attend the project walkthrough and prepare a punch list of items for final completion,
- Attend the final project inspection
- Prepare record drawings for City of Santa Fe archive. Record drawings will be based on marked up as-builts provided by the Contractor.

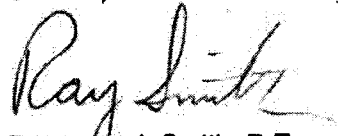
The fee for this scope of services is a lump sum amount of \$37,251.00, excluding NMGR. This fee is broken down as follows:

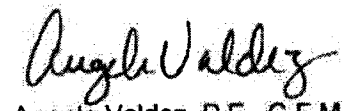
Task	SMA	SSW	Total
Final Design	\$9,476.00	\$6,150.00	\$15,626.00
Bidding Phase Services	\$2,692.00	\$1,080.00	\$3,772.00
Permitting	\$500.00	\$2,600.00	\$3,100.00
Construction Phase Services	\$10,463.00	\$4,290.00	\$14,753.00
Total	\$23,131.00	\$14,120.00	\$37,251.00

SMA understands that the City of Santa Fe is looking into contract mechanisms for this work. SMA is an accepted vendor through CES. If the City wishes to contract this work through CES, we will provide a revised quote, as required by CES.

Please do not hesitate to contact us if you have any questions regarding this proposal.

Sincerely,
Miller Engineers, Inc. d/b/a
Souder, Miller & Associates


Raymond J. Smith, P.E.
Senior Engineer


Angela Valdez, P.E., C.F.M.
Vice President



ITEM # 18-0191



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

PARTICIPATING ENTITY COOPERATIVE PURCHASING AGREEMENT FOR STATE AGENCIES AND/OR LOCAL PUBLIC BODIES

RECITALS:

Cooperative Educational Services (CES) is the administering agency of the *Restated and Amended Joint Powers Agreement to Establish an Educational Cooperative (JPA)*. The parties to the JPA are public educational institutions in New Mexico, and the JPA is approved by the New Mexico Department of Finance and Administration (DFA). Board Policy is established by the Board of Directors whose members are party to the Joint Powers Agreement.

The JPA provides for cooperative procurement in accordance with the New Mexico Procurement Code. It also allows local public bodies and state agencies to take advantage of cooperative procurement through the JPA. While membership in the JPA is limited to public educational institutions, the Board Policy provides for non-member *Participating Entities* to use CES' programs.

The entity identified below now makes application to be a *Participating Entity (PE)* to the JPA in accordance with the terms and conditions of the CES Board Policy. Approval by the CES President finalizes this Cooperative Purchasing Agreement.

IN CONSIDERATION OF THE RECITALS AND FOR OTHER VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

I. Purpose The purpose of the Agreement is to establish a method by which participating entities may join together in cooperative multi-jurisdictional contracting and to ensure the commitment of each participating entity. Further, this Agreement shall provide an understanding of the contracting process, and the organization and operation of this purchasing cooperative.

II. Authorization The Agreement is entered into by the participating state agencies and/or local public bodies pursuant to their respective rules and regulations. Each state agency or local public body is authorized by the New Mexico Procurement Code (§13-1-135 NMSA 1978) to enter into cooperative purchasing agreements. Transactions made under this Cooperative Purchasing Agreement are subject to the New Mexico Procurement Code and CES Board Policy.

III. Method Cooperative contracting may occur when two or more members/entities agree to standardize construction, a product or service and combine their requirements in a single solicitation. Any PE with a desire to develop or use a cooperative contract will notify CES. All PE's will have an equal opportunity to use the awarded contracts. Participation in each cooperative contract is voluntary. Participation shall be promulgated by participation in the Cooperative Purchasing Program (CPP) or a signed purchase order to CES, identifying the awarded contract. CES will verify contract conditions and issue a purchase order to the vendor who fulfills the order directly to Participating Entity. Vendor then invoices CES, who invoices PE. Payment is made within 25 days of invoice by the PE to CES, who pays the vendor. CES enables certain vendors to provide online procurement where PE places an order online and then pays the vendor directly. PE understands that there may be instances where the vendor does not have the capacity to fulfill a PE's request for goods or services. PE also understands and agrees that CES only procures goods and services and facilitates transactions and is not a guarantor of or otherwise responsible for a vendor's performance. PE may take part in cooperative contracts by collaborating in the development of contract documents, solicitation of bids and proposals, bid evaluation and analysis, and contract award. Any claim by a vendor against CES resulting from the cooperative contracting process must be dealt with according to the Procurement Code and CES Board Policy, and will not be negotiated, arbitrated or settled by any of the PEs. Commodities, services or items for cooperative solicitation will be selected by CES. At a minimum, the items and services must be such that: 1. when contracted in volume, a reduced cost will occur; 2. they be in constant need by members; 3. they have a supplier base to provide adequate competition; and 4. cooperative contracting has been determined practicable, acceptable and economically feasible by CES.

IV. Administrative Fee

There is no application fee for the entity; there is no annual membership fee for the entity; there is a 1% administrative fee imbedded in the vendors' contract price.

V. Termination

This Cooperative Purchasing Agreement may be terminated at will by either party with 30 days written notice.

VI. Release and Indemnification

PE understands and agrees that CES is not responsible for any actions of CES contractors. PE releases CES from any and all claims, demands, suits, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses incurred by PE, its successors and assigns, including, but not limited to, any loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of, any CES contractor, its employees, agents, representatives, or subcontractors, its employees, agents, or representatives, in connection with or incident to the performance of this agreement ("Claims"), and PE shall indemnify and hold CES harmless, as permissible by law, from all costs, expenses, damages and attorney's fees in the event such Claims are brought against CES. PE's release and obligations under this section will not extend to any liability to the extent caused by the negligence of CES, its agents, employees and Members.



VII. Provisions Required by Law

Each and every provision of laws and any clause required by law to be in the Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement will be physically amended to make such correction or insertion.

ENTITY APPLICATION

This application is made as stated below:

City of Santa Fe

(Insert name of Entity applying to be a Participating Entity)

This application is made by the following individual with the approval of the entity's administration and governing authority.

see attached
(Print name of person making this application)

(Print title of person making application)

(Signature of person making this application)

(Date application is made)

CES APPROVAL

This application is approved by the President of CES on behalf of the parties to the JPA.

see attached
(Signature of CES President)

(Date application is approved)

PE # _____