

Item# 23-0086
Munis Contract# _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#20-0511**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 21, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and NV5, Inc. (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:

A. Under the terms of the Agreement, Contractor has agreed to provide on-call task order Project Management/ Owner Representative Services to the City.

B. Pursuant to Article 13 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. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two million dollars and no cents (\$2,000,000.00) excluding applicable gross receipts taxes in the total term of this agreement, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed Three Million Dollars (3,000,000.00), excluding gross receipts

tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Two Hundred Forty-Nine Thousand Three Hundred Seven-Five Dollars (\$249,375.00) 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 exceed Three Million Two Hundred Forty-Nine Thousand Three Hundred Seventy-Five Dollars (\$3,249,375.00).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

AW

ALAN WEBBER, MAYOR

DATE: Mar 12, 2023

CONTRACTOR:

NV5, Inc.

J. Griffin

JOY S. GRIFFIN, PROJECT DIRECTOR

DATE: 2/13/23

CRS#: 03-326654-00-09

Registration #: 228014

ATTEST:

Kristine Mihelcic

KRISTINE MIHELICIC, CITY CLERK XIV

GB MTG 03/08/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 13, 2023 08:14 MST)

MARCOS MARTINEZ

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Mar 10, 2023 17:53 MST)

EMILY OSTER, CPA, CPO, FINANCE DIRECTOR

Various

Org. Name/Org.#

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and NV5, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide On-Call Project Management/Owner Representative Services for the City of Santa Fe including, but not limited to:

1) COMPLIANCE

- a) Provide management of projects in compliance with City's processes, policies, rules, regulations and goals.
- b) Ensure all work is performed safely and in accordance with all safety policies, procedures and regulations. Verify that contractors adhere to all safety policies, procedures and regulations.
- c) Obtain or verify that contractors obtain all federal, state, and local regulatory approvals and permits including, but not limited to, planning and zoning, environmental remediation, historic preservation, accessibility, energy performance, etc.

2) PROCUREMENT AND CONTRACT ADMINISTRATION

- a) Engage contractors as appropriate for planning, development, design, permitting and construction of the project, program or initiative.
- b) Execute procurement, contracting, administration and oversight activities in accordance with all policies, rules, regulations, guidelines, direction and best practices.
- c) Monitor, oversee and verify work by contractors, including verification of acceptance of any work included in monthly invoices.
- d) Identify the need for any third party verification or testing and secure those services.

3. COMMUNICATION AND COORDINATION

- a) Ensure that appropriate public engagement and communication is executed throughout the project. Plan and execute all communication and public engagement activities to educate and gather input from range of affected stakeholders.
- b) Provide timely responses to public and stakeholder inquiries in accordance with agreed upon communication channels and messaging.
- c) Timely and frequent communication with key stakeholders of project progress and critical issues.

- d) Participate as appropriate and directed in public and meetings of the Governing Body. Develop communication materials as needed.
- e) During project development and design, incorporate plans to minimize impact on operations, customer services and staff during construction. Ensure that contract terms require contractors to deliver services in accordance with plans to minimize impacts on customer services, operations and staff.
- f) Coordinate regularly throughout planning, development and construction with customer department staff to minimize impact on operations and ensure safe environment for customers and staff. Communicate regularly about project progress including holding regular in person coordination meetings.
- g) Maintain awareness of and coordinate with other projects to manage cumulative impacts.
- h) Identify and communicate risks and opportunities.

4) PROJECT PLANNING AND DESIGN

- a) Assist with identification and pursuit of funding and partnerships to fulfill project goals.
- b) Assist with capital project planning including but not limited to assessment, estimating, cataloging, space planning and master planning.
- c) Research property ownership, plats, titles, easements, right-of-way, environmental, archeological or NEPA requirements and other related designations as appropriate.
- d) Lead the planning and design process to ensure the final project meets goals, budget and schedule. Engage in and oversee value engineering, when appropriate.
- e) Develop and maintain updated project schedule that shows milestones and critical path.
- f) Identify and communicate opportunities to modify scope to realize economic, political and or operational advantage.

5) REPORTING AND DOCUMENTATION

- a) Complete and update on a monthly basis the attached Project Status Report (EXHIBIT "A") to track the actual project progress with planned values.
- b) Provide City with a monthly construction progress report regarding the work, cost and schedule as well as documentation of decisions, issues and resolutions throughout the project.
- c) Organize all project documentation for easy accessibility by City staff.
- d) Manage project closeout to include entering new facilities and systems into asset management software, addition to insurance policies, inclusion in fire and safety system monitoring, training of users and maintenance personnel, filing documentation, budget closeout, etc.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1) Successful, timely and cost effective completion of City capital infrastructure projects and initiatives.
- 2) Effective management of any type of infrastructure projects including but not limited to planning, development, design, repair and/or construction of roads, sidewalks, trails, storm water and drainage infrastructure, facilities, parks, utilities and all types of infrastructure.
- 3) Effectively manage any or all phases and aspects of projects including but not limited to project planning and development, procurement, contract approval, public engagement, Council/Committee processes, safety and regulatory compliance, land acquisition, contractor coordination and oversight, project status reporting, project scheduling, estimating, contract management, approving invoices and preparing and delivering public presentations and reports.
- 4) Oversee multiple projects at one time and efficiently perform owner representative role and coordinate successfully the work of other project managers.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed One Million Dollars (\$1,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Four Thousand Three Hundred Seventy-Five Dollars (\$84,375.00) 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 exceed One Million Eighty-Four Thousand and Three Hundred Seventy-Five Dollars (\$1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to 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. Contractor must submit a detailed statement accounting for all services performed and expenses incurred in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. 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.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. 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.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, 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 Agreement.

18. 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 Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other Insurance.

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement 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.

21. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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.

23. New Mexico Tort Claims Act.

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

26. Notices.

Any notice required to be given to either party by this Agreement 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: John Romero, P.E.
 Engineering Division Director
 Public Works Department
 City of Santa Fe
 500 Market St., Suite 200
 Santa Fe, NM 87501
 E-mail: jjromero1@santafenm.gov

To the Contractor: John Bills, LEED®AP
 Senior Vice President
 NV5, Inc.
 2650 18th Street, Suite 202
 Denver, CO 80211
 E-mail: John.Bills@nv5.com


27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

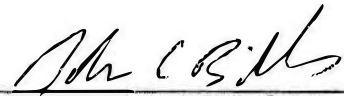
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER
CITY MAYOR
DATE: Oct 21, 2020



JOHN BILLS, LEED® AP
Senior Vice President
DATE: 9/8/2020
CRS# 03-326654-00-09
Registration # 228014

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK

GB Mtg 09/30/2020

GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 27, 2020 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

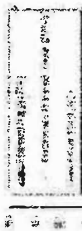
MARY MCCOY, FINANCE DIRECTOR

Organization/ Object/ Project ID

EXHIBIT A: PROJECT STATUS REPORT

EXAMPLE PROJECT

Project Description:

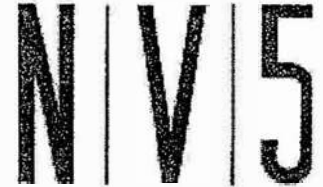


Project Start Date: 1/15/2023
 Project End Date: 12/31/2023
 Project Manager: John Doe

PROJECT NAME	PROJECT NAME	PROJECT NAME
Project Name Start Date Assigned Company Control Center Date of Startup Milestones Completed Change Order Project Administrator	Project Name Start Date Assigned Company Control Center Date of Startup Milestones Completed Change Order Project Administrator	Project Name Start Date Assigned Company Control Center Date of Startup Milestones Completed Change Order Project Administrator

Project Name	Start Date	End Date	Phase	Progress	Issues	Notes	Owner	Status
Project A	1/15/23	12/31/23	Phase 1	100%	None	Completed	John Doe	Complete
Project B	2/1/23	11/30/23	Phase 2	75%	Minor	In Progress	Jane Smith	On Track
Project C	3/1/23	10/31/23	Phase 3	50%	Major	Delayed	Mike Johnson	At Risk
Project D	4/1/23	9/30/23	Phase 1	100%	None	Completed	Sarah Lee	Complete
Project E	5/1/23	8/31/23	Phase 2	100%	None	Completed	David Kim	Complete
Project F	6/1/23	7/31/23	Phase 3	100%	None	Completed	Emily White	Complete
Project G	7/1/23	6/30/23	Phase 1	100%	None	Completed	Frank Brown	Complete
Project H	8/1/23	5/31/23	Phase 2	100%	None	Completed	Grace Green	Complete
Project I	9/1/23	4/30/23	Phase 3	100%	None	Completed	Henry Black	Complete
Project J	10/1/23	3/31/23	Phase 1	100%	None	Completed	Ivy Gray	Complete
Project K	11/1/23	2/28/23	Phase 2	100%	None	Completed	Jack Blue	Complete
Project L	12/1/23	1/31/23	Phase 3	100%	None	Completed	Karen Red	Complete

EXHIBIT B: UNIT RATE SCHEDULE



		Year 1	Year 2	Year 3	Year 4
Project Management / Owner's Representative					
PM1	Admin Support	80.00	82.40	84.87	87.42
PM2	Assistant Project Manager	105.00	108.15	111.39	114.74
PM3	Project Manager I	125.00	128.75	132.61	136.59
PM4	Project Manager II	140.00	144.20	148.53	152.98
PM5	Senior Project Manager	160.00	164.80	169.74	174.84
PM6	Project Director	180.00	185.40	190.96	196.69
PM7	Scheduler	120.00	123.60	127.31	131.13
PM8	Senior Scheduler	145.00	149.35	153.83	158.45
PM9	Cost Estimator	125.00	128.75	132.61	136.59
PM10	Senior Cost Estimator	150.00	154.50	159.14	163.91
PM11	Principal	210.00	216.30	222.79	229.47
Civil Professionals					
P1	Design Professional I	82.00	84.46	86.99	89.60
P2	Design Professional II	90.00	92.70	95.48	98.35
P3	Staff Professional	100.00	103.00	106.09	109.27
P4	Staff Engineer	116.00	119.48	123.06	126.76
P5	Project Engineer	132.00	135.96	140.04	144.24
P6	Senior Project Engineer	152.00	156.56	161.26	166.09
P7	Senior Engineer	170.00	175.10	180.35	185.76
P8	Principal Engineer	192.00	197.76	203.69	209.80
P9	Division Manager	212.00	218.36	224.91	231.66
Mechanical/Electrical Professionals					
M1	Design M/E Professional I	90.00	92.70	95.48	98.35
M2	Design M/E Professional II	98.00	100.94	103.97	107.09
M3	Staff M/E Professional	110.00	113.30	116.70	120.20
M4	Staff M/E Engineer	126.00	129.78	133.67	137.68
M5	Project M/E Engineer	146.00	150.38	154.89	159.54
M6	Senior M/E Project Engineer	168.00	173.04	178.23	183.58
M7	Senior M/E Engineer	188.00	193.64	199.45	205.43
M8	Principal M/E Engineer	212.00	218.36	224.91	231.66
M9	Division Manager	232.00	238.96	246.13	253.51

Architecture Professionals

A1	Architectural Staff Intern 1	70.00	72.10	74.26	76.49
A2	Architectural Staff Intern 2	80.00	82.40	84.87	87.42
A3	Architectural Staff Intern 3	90.00	92.70	95.48	98.35
A4	Architect 1	106.00	109.18	112.46	115.83
A5	Architect 2	120.00	123.60	127.31	131.13
A6	Architect Sr	140.00	144.20	148.53	152.98
A7	Architect Principal	160.00	164.80	169.74	174.84
A8	Architect Sr Principal	184.00	189.52	195.21	201.06
A9	Division Manager	202.00	208.06	214.30	220.73

		Year 1	Year 2	Year 3	Year 4
Project Manager					
X1	Project Manager 1	140.00	144.20	148.53	152.98
X2	Project Manager 2	160.00	164.80	169.74	174.84
X3	Project Manager 3	180.00	185.40	190.96	196.69
X4	Project Manager 4	202.00	208.06	214.30	220.73

Technicians

T1	Technical, Designer	46.00	47.38	48.80	50.27
T2	Technical, Staff	66.00	67.98	70.02	72.12
T3	Technical, Project	80.00	82.40	84.87	87.42
T4	Technical, Senior	102.00	105.06	108.21	111.46
T5	Field Rep-Inspector Sr	118.00	121.54	125.19	128.94

Survey

T1	Survey Field Technician 1	46.00	47.38	48.80	50.27
T2	Survey Field Technician 2	66.00	67.98	70.02	72.12
T3	Survey Office Technician 3	80.00	82.40	84.87	87.42
T4	Survey Party Chief 1	102.00	105.06	108.21	111.46
T5	Survey Party Chief 2	118.00	121.54	125.19	128.94
X2	Director, Surveying/Mapping 2	160.00	164.80	169.74	174.84

Administrative Salary

B1	HR / Acct /Marketing Manager	86.00	88.58	91.24	93.97
B2	Sr. HR / Acct Manager	94.00	96.82	99.72	102.72
B4	Asst Controllers / Contract Reps	124.00	127.72	131.55	135.50
B5	Project Managers	144.00	148.32	152.77	157.35
B6	Controller	164.00	168.92	173.99	179.21

Administrative Hourly

C1	Entry Level	42.00	43.26	44.56	45.89
C2	Receptionist, Acct/HR Asst.	54.00	55.62	57.29	59.01
C3	HR / Acct Coordinator / Div Admin I	62.00	63.86	65.78	67.75
C4	HR / Acct Coordinator / Div Admin II	80.00	82.40	84.87	87.42
C5	Sr. IT / HR / Acct Coordinator / Div Admin	94.00	96.82	99.72	102.72

Direct Costs

Printing				
8.5x11 Black and White	0.10	0.10	0.10	0.10
8.5x11 Color	1.00	1.00	1.00	1.00
11x17 Black and White	0.20	0.20	0.20	0.20
11x17 Color	2.00	2.00	2.00	2.00
Plotting (per SF)	1.50	1.50	1.50	1.50
Mileage	IRS Rate	IRS Rate	IRS Rate	IRS Rate



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202349

Contractor: NV5, Inc.

Description: **Amendment #1 increasing compensation in the amount of \$2,000,000.00 to a total amount of \$3,000,000.00 excluding NMGRT for project management/owner representative services.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 10/21/2020 Term End Date: 10/21/2024

Approved by Council Date: 09/30/2020

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 20-0511

Increase/(Decrease) Amount \$ 2,000,000

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:** _____

[Signature] Feb 13, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: year 3 of four year contract - increase comp

4. **Funding Source:** various **Org / Object:** various

Andy Hopkins Feb 13, 2023
Andy Hopkins (Feb 13, 2023 15:44 MST) _____ Date: _____

Budget Officer Approval: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Romella Glorioso-Moss Phone # 505-955-6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NV5, Inc.

Procurement Title: First Amendment to Professional Services Agreement

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 Staff Name Romella Glorioso-Moss

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

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

Romella Glorioso-Moss Capital Projects Manager 02/02/2023

Department Rep Printed Name (attesting that all information included) Title Date
Romella Glorioso-Moss Contracts Supervisor Feb 13, 2023

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

BUSINESS REGISTRATION

Business Name: NV5, INC.
DBA: NV5, INC.

Business Location: 2658 18TH ST 202
DENVER, CO 80211

Owner: MARIA Napoles

License Number: 228014

Issued Date: February 03, 2023

Expiration Date: February 03, 2024

CRS Number: 03-326654-00-09

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

NV5, INC.
200 S Park RD 350
Hollywood, FL 33021-8592

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

7/20/2022

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Continental Insurance Company		35289
INSURER B : National Fire Insurance Co of Hartford		20478
INSURER C : Transportation Insurance Company		20494
INSURER D : National Fire and Marine Insurance Co		20079
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 17988870 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	7014856125	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7014842659	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	7014841883	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	7014842824(AOS) 7014842810(CA)	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A A	Prof/Poll Liab Bus Per Prop Leased/Rented Equip	N	N	42-EPP-321328-01 7014856125 7014900785	5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023	Ea. Claim/Agg. \$10M/\$20M Limit \$18,016,286 Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe, New Mexico is included as additional insured if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

17988870

City of Santa Fe, New Mexico
500 Market Station, Suite 200
Santa Fe NM 87505**CANCELLATION** See Attachments

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

Memorandum



DATE: February 13, 2023

TO: Governing Body

VIA: [Regina Wheeler](#)
[Regina Wheeler \(Feb 13, 2023 14:52 MST\)](#)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, AICP, CPO, CPM, PW Capital Projects Manager *RGM*

ACTION:

Request for Approval of Amendment #1 to the NV5, Inc. On-Call Professional Services Agreement Item #20-0511 Increasing the Compensation By \$2,000,000 for a Total Amount of \$ 3,000,000 Exclusive of NMGR; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, 505-955-6623.

SUMMARY:

The Complete Streets Roadway and Trails Section is currently working on 19 projects with 3 new capital outlay funded projects coming in the 2023 pipeline. Of these 22 projects, 7 federal funded projects will go to construction in 2023. NV5 provides owner representative project management services so that the City can maximize deployment of extensive funding for infrastructure projects. Our project portfolio is estimated at \$100M, of which 95% is federal and state funded. As you may be aware, any federal and state funded project is subjected to more rigorous regulations, including more complex reimbursement procedure. Yet, Roadway and Trails staff presently has 1 Capital Projects Manager and 1 Project Administrator (shared with Streets Section). The help provided by consultants, including NV5, is critical for cost-effective and timely delivery of these projects.

In addition to the above, other divisions, such as Parks and Facilities, also use the services of NV5. Its current on-call contract, approved by the Governing Body on September 30, 2020 for \$1M, has remaining balance of \$75,000 with two more years left in their contract. In this context, Public Works is requesting increasing their compensation by \$2M to the total amount of \$3M.

PROCUREMENT METHOD:

The procurement method was RFP#'20/17/P "On Call Project Management/ Owner Representative Services."

CONTRACT NUMBER:

The Munis contract number is 3202349.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Various

Project ID: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ATTACHMENTS:

Amendment #1

Procurement Checklist

Summary of Contract











23-0086 NV5, Inc. Amendment #1 to Item #20-0511 PW GB

Final Audit Report

2023-03-14

Created:	2023-03-09
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFOSJk9esUWkGfaD6VDCzGNvfPDFLKPmC

"23-0086 NV5, Inc. Amendment #1 to Item #20-0511 PW GB" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-03-09 - 4:24:50 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-03-09 - 4:26:10 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-03-11 - 0:52:16 AM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-03-11 - 0:53:22 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-03-11 - 0:53:24 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2023-03-11 - 0:53:27 AM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
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-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2023-03-12 - 10:00:37 PM GMT - Time Source: server- IP address: 98.230.203.228
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-03-12 - 10:00:41 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-03-14 - 3:02:46 PM GMT- IP address: 174.205.96.118





Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-03-14 - 3:03:00 PM GMT - Time Source: server- IP address: 174.205.96.118



Agreement completed.

2023-03-14 - 3:03:00 PM GMT

