

Amendment No. 1 to Agreement 2013-0195-PW/MS

This is EXHIBIT K, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated July 18, 2013

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: July 18, 2013
- b. Owner: Santa Fe County, 102 Grant Ave., Santa Fe, NM 87504
Bohannon Huston, 6500 Jefferson St. NE, Albuquerque, NM 87109-
- c. Engineer: 4335
- d. Project: Road improvements to Los Pinos Road (CR 54), Santa Fe County, NM.
All-weather crossing based on a professional drainage study.

2. *Description of Modification:*

WHEREAS, on July 18, 2013, the County and Engineer entered into Agreement No. 2013-0195-PW/MS for the contract sum of \$74,216.60 to provide for engineering services for drainage and road improvements for Los Pinos Road (CR 54) in Santa Fe County, New Mexico;

WHEREAS, the parties wish to amend Agreement No. 2013-0195-PW/MS to provide for the Engineer's provision of construction inspection and management services during construction of the all-weather crossing and road improvements and to conduct material testing and project closeout services for a sum of \$26,035.00, resulting in a new contract sum of \$100,251.60, exclusive of NM gross receipts tax.

Agreement No. 2013-0195-PW/MS is amended as follows:

1. Page 1, the following paragraph is inserted in the project description:

By Amendment No. 1, Engineer will also provide construction inspection and management and inspection services of the all-weather crossing and road improvements and conduct material testing and project closeout services during construction and post construction.

2. EXHIBIT A, PART 1 – BASIC SERVICES, A.1.05 *Construction Phase*, A.5 *Visit to Site and Observation of Construction* insert the following as "c.":

- c. Pursuant to Amendment No. 1 to this Agreement, during the construction phase and into the post construction phase, Engineer will perform construction inspection and management services, conduct Quality Assurance/ Agency field and materials testing per NMDOT minimum testing requirements, and perform project closeout services.
3. EXHIBIT C, ARTICLE 2 – OWNER’S RESPONSIBILITIES, C2.01.A.1, delete “\$74,216.60” and replace with “\$100,251.60”.
4. EXHIBIT C, ARTICLE 2 – OWNER’S RESPONSIBILITIES, C2.01.A.1, insert the following as “l.” “m.” and “n.” in the list of distribution of compensation to read as follows:

l. Construction Management and Inspection	\$20,250.00
m. BHI Field and Material Testing	\$ 4,200.00
n. Project Close Out	\$ 1,585.00

In the compensation **Total**, delete “\$74,216.60 and replace with “\$100,251.60”.

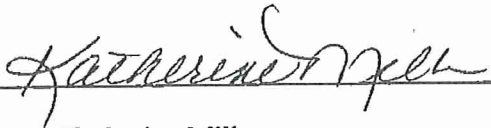
5. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$ 74,216.60
b. Net change for prior amendments:	\$ 0.00
c. This amendment amount:	\$ 26,035.00
d. Adjusted Agreement amount:	\$ 100,251.60


The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of Contract No. 2013-0195-PW/MS not modified by this Amendment No. 1 shall remain in full force and effect. The Effective Date of this Amendment is upon signature of both parties hereto.

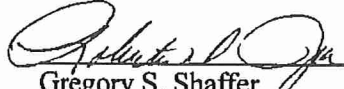
OWNER SANTA FE COUNTY:


 By: Katherine Miller
 Title: County Manager
 Date: 7.14.15

ENGINEER BOHANNAN HUSTON:


 By: Matthew A. Santistevan
 Title: Senior Vice President
 Date Signed: 9/2/15

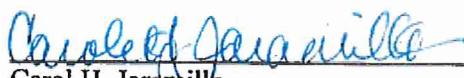
Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

7-7-15
Date

Finance Department



Carol H. Jaramillo
Director

7/9/15
Date