

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
SANTA FE COUNTY AND MILLER ENGINEERING CONSULTANTS, INC.**

This Amendment is entered into this 19 day of October, 2017, by and between **Santa Fe County** (hereinafter "County"), a political subdivision of the state of New Mexico and **Miller Engineering Consultants, Inc.**, (hereinafter "Contractor").

WHEREAS, on April 11, 2017, the County and Contractor entered into Agreement No. 2017-0255-PW/BT (Agreement) for the Contractor to provide civil engineering services for the County Road 55-A Road Improvement Project; and

WHEREAS, according to Article 14 (No Oral Modifications; Written Amendments Required) the parties may amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, the County wishes to amend the Agreement to add Additional Services to the Contractor's Scope of Work and increase the compensation payable to the Contractor for completion of the Additional Services.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 1 (Scope of Work), **ADDITIONAL SERVICES**, is amended by inserting subparts "f" and "g" to read:

- f. Contractor's subconsulting surveyor shall prepare a detailed topographic and planimetric survey of the roadway corridor from Rainbows End west for a distance of approximately 3500 linear feet. The survey will include a width of approximately 80 linear feet from the north of right of way fence line south to the north ballast of the railroad tracks. Contractor's subconsultant will generate one foot contour mapping and integrate the new topo for this segment into the overall topographic base map.
- g. Contractor's subconsultant surveyor shall prepare a location survey of track centerline and an easement exhibit for drainage ditch within the railway right of way. Contractor will coordinate efforts with NMDOT railway section on easement issues and prepare NMDOT railway easement documents as necessary.


2. Article 2 (Compensation, Invoicing and Set-Off), A.1) is amended by inserting a subpart (a) to read:

- (a) By Amendment No. 1, the compensation payable to the Contractor for the completion of the Additional Services described in f. and g. above, is increased by a sum of \$9,370.75. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$74,337.28, exclusive of New Mexico gross receipts tax.

3. All other provisions of the Agreement not specifically amended or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

10-19-17
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney


10-19-17
Date

Finance Department:


Don D. Moya
Finance Director

10-17-17
Date

CONTRACTOR


(Signature)
Evelyn A. Miller / PRES.
(Print name and title)

10/18/17
Date

- (a) By Amendment No. 1, the compensation payable to the Contractor for the completion of the Additional Services described in f. and g. above, is increased by a sum of \$9,370.75. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$74,337.28, exclusive of New Mexico gross receipts tax.

3. All other provisions of the Agreement not specifically amended or modified by this Amendment shall remain in full force and effect.

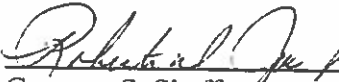
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

10-10-17

Date

Finance Department:



Don D. Moya
Finance Director

10.17.17

Date

CONTRACTOR

(Signature)

Date

(Print name and title)

