

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT WITH
MILLER ENGINEERING CONSULTANTS
TO PROVIDE CIVIL ENGINEERING SERVICES FOR
COUNTY ROAD 55-A**

THIS AMENDMENT is made and entered into as of this 23rd day of April, 2014 by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter "Owner"), and **Miller Engineering Consultants, Inc.**, who business address is 3500 Comanche NE, Building F, Albuquerque, New Mexico 87107 (hereinafter "Contractor").

WHEREAS, Owner and Contractor entered into Agreement No. 2014-0105-PW/MS dated October 11, 2013 to provide for Contractor's provision of civil engineering services for County Road 55-A (General Goodwin Road);

WHEREAS, Agreement No. 2014-0105-PW/MS was amended on December 17, 2013 in order for Contractor to update the Drainage Study, complete a design for boring and casing to address drainage issues on County Road 55-A, and increase the Contractor's compensation by \$20,609.45;

WHEREAS, the Owner wishes to amend Agreement No. 2014-0105-PW/MS to provide for the Contractor's application of Hec-Ras Modeling to determine the hydraulics of the water flow for existing and proposed conditions of the drainage structure to determine floodplain limits in the project area;

WHEREAS, the Owner also wishes to amend the Agreement to have the Contractor evaluate three (3) engineering designs to address the serious drainage issues on County Road 55-A, develop construction cost estimates and a decision matrix, and incorporate the study and evaluation into the final drainage report for the project;

WHEREAS, the Owner wishes to increase the contract sum by \$10,190.70 to provide for additional compensation for the Contractor's additional engineering services;

WHEREAS, Article 14 of Agreement No. 2014-0105-PW/MS allows the Agreement to be amended by an instrument in writing executed by the parties.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Article 1. "SCOPE OF WORK" of the Agreement is amended by inserting the following as subparagraphs "q" and "r":

- q. Conduct a Hec-Ras Model of existing and proposed conditions for the drainage structure located at STA30+52 to determine floodplain limits in the vicinity of the project area. This data will

be used to compare the new water surface elevations to the existing water surface elevations as required by FEMA.

- r. Evaluate three (3) options for the conveyance of store water runoff at the end of Rainbows End Road (County Road 55-A). Develop construction costs estimates and a decision matrix for the Owner to made an informed decision as to the possible solutions to the storm water drainage problems. Incorporate the study and evaluation of the three (3) options into the final drainage report for this project.


2. Article 2. "COMPENSATION, INVOICING, AND SET OFF" of the Agreement is amended by deleting paragraph 2.A.1) in its entirety and replace with:

- 1) The total amount payable to the Contractor under this Agreement shall not exceed **Twenty Eight Thousand Three Hundred Seventy One Dollars and Fifty Four Cents (\$28,371.54)**, exclusive of New Mexico gross receipts tax and in accordance with pricing described in Exhibit A. Any gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- (a) By Amendment No. 1 to increase the Contractor's services and compensation by Twenty Thousand Six Hundred Nine Dollars and Forty Five Cents (\$20,609.45), the total amount payable to the Contractor under this Agreement shall not exceed **Forty Eight Thousand Nine Hundred Eighty Dollars and Ninety Nine Cents (\$48,980.99)**, exclusive of New Mexico gross receipts tax and in accordance with pricing described in Exhibits A and B attached to Amendment No. 1. Any gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- (b) By Amendment No. 2. to increase the Contractor's services and compensation by Ten Thousand One Hundred Ninety Dollars and Seventy Cents (\$10,190.70), the total amount payable to the Contractor under this Agreement shall not exceed **Fifty Nine Thousand One Hundred Seventy One Dollars and Sixty Nine Cents (\$59,171.69)**, exclusive of New Mexico gross receipts tax and in accordance with pricing described in Exhibit A-2 attached hereto. Any gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

3. All other provisions of Agreement No. 2014-0105-PW/MS not specifically amended by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY

for 
Katherine Miller
Santa Fe County Manager

Date 4/15/14

Approved as to form


Stephen C. Ross
Santa Fe County Attorney

Date 4/14/14

Finance Department approval


Teresa C. Martinez
Finance Director

Date 4/17/14

CONTRACTOR MILLER ENGINEERING CONSULTANTS, INC.


(signature and title)

Date 4/22/14

MILLER ENGINEERING CONSULTANTS PROJECT BUDGET TEMPLATE

Client: Santa Fe County, New Mexico
Project: County Road 55A
Date: March 26, 2014

Man-hour Fee Estimate										
No.	Task	Sr. Eng.	Civil Eng.	Sr. Civil Tech	Civil Tech	Drafter	Clerical	TOTAL		
1	Conduct a HEC-RAS Model of existing and proposed conditions for the drainage structure located at station 30+52 to determine floodplain limits in the vicinity of the project area. This data will be used to compare the new water surface elevations to the existing water surface elevations.	40		40				80		
2	Evaluate up to three (3) alternative options for the conveyance of storm water runoff at the end of Rainbow's End Road. Develop construction cost estimates and a decision matrix for the County to make an informed decision. Incorporate the study and evaluation of the three options into the final drainage report for the project.	24		40			8	72		
3	Prepare a final design of the boring and casing option under the BNSF Railroad to include several drainage culverts to drain water from Rainbow's End.	-16		-60		-24		(100)		
	Total Man-Hours	48	0	20	0	-24	8	52		
	Direct Labor Rate	\$ 46.00	\$ 40.00	\$ 27.40	\$ 23.75	\$ 20.00	\$ 16.50			
	Direct Labor Cost	\$ 2,208.00	\$ -	\$ 548.00	\$ -	\$ (480.00)	\$ 132.00	\$ 2,408.00		
	Overhead						138%	\$ 3,323.04		
	Subtotal Direct Labor & Overhead							\$ 5,731.04		
	Fee @ 15%						15%	\$ 859.66		
	Total Fee Amount							\$ 6,590.70		
Reimbursable Expenses										
No.	Description	Amount	Unit Price	Cost						
1	Topographic Survey - HEC-RAS Cross Sections	1 \$	3,600.00	\$ 3,600.00						
2	Plan Reproduction	0 \$	2.00	\$ -						
3	Copies	0 \$	0.10	\$ -						
	Subtotal Amount			\$ 3,600.00						
TOTAL ESTIMATED AMOUNT										\$ 10,190.70



