

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: April 24, 2012
- b. Owner: Santa Fe County, 102 Grant Avenue, Santa Fe, NM
- c. Engineer: Molzen-Corbin & Associates, Inc., 2701 Miles Road SE, Suite 200, Santa Fe, NM
- d. Project: Lamy Junction Water Project, Santa Fe County Contract No. 2012-0055-UT/MS

2 *Description of Modifications:*

WHEREAS, Contract No. 2012-0055-UT/MS between Santa Fe County ("Owner") and the Engineer provides for services to be provided by the Engineer consisting of Study and Report and Basic Design Services for the design and completion of the Lamy Junction Water Project;

WHEREAS, the Engineer's scope of services includes field investigation and completion of an environmental clearance report for the New Mexico Department of Transportation (NMDOT) for property that is within NMDOT right of way and that will be affected by the location of the proposed waterline;

WHEREAS, Contract No. 2012-0055-UT/MS was amended in March 2013 to revise the scope of work for the Lamy Junction Water Project and provide for a \$30,250.70 increase in the contract sum related to the adjustment of components of the overall plan for the design and completion of the Project;

WHEREAS, the Owner and Engineer have determined that the original proposed alignment waterline along the western portion of the Old Las Vegas Highway needs to be realigned to avoid rock trenching;

WHEREAS, the Engineer must also perform environmental monitoring and an environmental monitoring plan for the proposed waterline alignment that may impact the Glorieta Battlefield National Historic Landmark site;

WHEREAS, the Engineer needs to amend its environmental clearance report which has been submitted to NMDOT to include an environmental report pertaining to this waterline realignment and complete the environmental monitoring plan pertaining to the Glorieta Battlefield National Historic Landmark site;

WHEREAS, the Engineer's amendment to the environmental clearance report and preparation of an environmental monitoring plan results in a \$10,111.70 increase in the contract sum for a total contract sum of \$451,731.36, exclusive of NM GRT.

WHEREAS, the parties desire to enter into this Amendment No. 2 to provide for the Owner's approval of the Engineer's amendment the environmental clearance report for NMDOT, the Engineer's environmental monitoring and preparation of an environmental monitoring plan for the Glorieta Battlefield National Historic Landmark site, and general clarification of Contract No. 2012-0055-UT/MS.

NOW, THEREFORE, CONTRACT NO. 2012-0055-UT/MS IS AMENDED AS FOLLOWS:

- a. The second paragraph on Page 1 of Agreement No. 2012-0055-UT/MS which summarizes the Lamy Junction Water Project is amended by deleting:

Pursuant to Amendment No. 1 to this Agreement, the Owner's Project will be completed in one phase to include one 250,000-gallon tank, 4.8 miles of 10" water line running along Old Las Vegas Highway from the 250,000-gallon tank to the Apache Canyon Church, two crossings of I-25, one crossing of US 285, two crossings of Old Las Vegas Highway, a PRV Station, one booster pump station and one 50,000-gallon pump control tank.

Replace with:

The Owner's Project will be completed in one phase to include adequate storage facilities and waterline running along Old Las Vegas Highway to supply customers in the area. The Project shall consist of adequately sized water lines; storage tank(s); stub outs and connections; necessary crossings of interstates and highways; adequately sized and located pressure relief valve stations; adequately sized and located booster pump stations with control tank(s); and any other appurtenances and fixtures that may be necessary for adequate water delivery to the area.

- b. Part 5.C.1, delete the phrase "all three (3) phases".
- c. Part 7, definition #20, delete the terms "Phases I, II and III" and replace with "the Project."
- d. Part 7, delete the reference to definition "#24" and replaced with "#25" and all subsequent definitions re-numbered.
- e. Part 7, definition of "Substantial Completion", delete the phrase "(or a specified Phase thereof)" and the phrase "all or any Phase."

- f. Part 7, definition of "Total Project Cost", delete the phrase "Phase I, Phase II and Phase III" and replace with "the Project."
- g. Exhibit A, delete the phrase "APPLICABLE TO PHASES I, II AND III" in the exhibit title.
- h. Exhibit A, Part 1, A.4. delete the sentence "Since the completion of Owner's entire project is subject to availability of funding, all alternate solutions shall be designed so as to provide for construction of the entire Project into at least three (3) construction phases: Phase I, Phase II, and Phase III."
- i. Exhibit A, Part 1, C.4. delete the terms "Phase I, Phase II and Phase III of".
- j. Exhibit A, Part 1, C.6. delete the terms "for Phase I, Phase II and Phase III,".
- k. Exhibit A, Part 1, D.1. delete the phrase "in three (3) phases: Phase I, Phase II and Phase II (*sic*) so that the project is advertised for construction bids no later than October 16, 2012" and replace with "of the Project."
- l. Exhibit A, Part 1, F.(A)16. delete the terms "Phase I" and "Phase I of" and replace with "the Project."
- m. Exhibit A, Part 1, F.(A)17. delete "(for Phase I)".
- n. Exhibit A, Part 1, F.(B), delete "for Phase I".
- o. Exhibit A, Part 2.A.12. delete "for construction of Phases II and III".
- p. Exhibit A, Part 2.A.15. delete "Phase I".
- q. Exhibit A, Part 2.B.1.g. delete "of Phase I" and "Phase I". Delete "A1.05.B" and replace with "Part 1.F.(B) Duration of Construction Phase."
- r. Exhibit C, A.3. delete the reference to "Four Hundred Forty One Thousand Six Hundred Nineteen Dollars and Sixty-Six Cents (\$441,619.66)," and replace with "Four Hundred Fifty One Thousand Seven Hundred Thirty One Dollars and Thirty-Six Cents (\$451,731.36)."
- s. Exhibit C, A.3.c.2. Environmental Services, delete the reference to "\$15,553.71" and replace with "\$25,665.41."
- t. Exhibit C, A.3, Total Services, delete the reference to "\$441,619.66" and replace with "\$451,731.36."
- u. Agreement Summary

a. Original Agreement amount:	\$ 411,368.96
b. Net change for prior amendments:	\$ 30,250.70
c. This amendment amount:	\$ 10,111.70

d. Adjusted Agreement amount after
this Amendment No. 2

\$ 451,731.36, exclusive of NM
GRT

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment No. 2. All provisions of the Agreement not modified by Amendment No. 1 or this Amendment No. 2 shall remain in full force and effect. The Effective Date of this Amendment is upon signature of both parties hereto.

OWNER:

ENGINEER:

Katherine Miller

By: Katherine Miller, County Manager

By:

Ed. Calvel

Title:

President / owner

Date
Signed:

1-10-14

Date Signed:

1-6-14

Approved as to form:

Stephen C. Ross
Stephen C. Ross
County Attorney

Date: 1-6-14

Finance Department

Teresa C. Martinez
Teresa C. Martinez

Date: 1/8/14