

AMENDMENT TO OWNER-ENGINEER AGREEMENT
CONTRACT NO. 2011—0137-PW/MS
Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: March 8, 2011
- b. Owner: Santa Fe County, 102 Grant Ave., Santa Fe, NM 87504
- c. Engineer: Gannett Fleming West, Inc., 460 St. Michael's Drive, Santa Fe, NM 87505
- d. Project: New Mexico Highway 14 Improvements

1. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

2. Description of Modifications

See Attachment 1, "Modifications"

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

OWNER SANTA FE COUNTY:

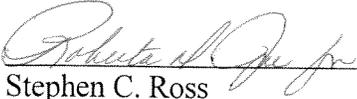
ENGINEER GANNETT FLEMING, WEST, INC.:

By: Katherine Miller
Title: SF Co Mgr
Date: 6-5-12

By: George A. Pen
Title: Vice - President
Date Signed: 6-4-12

Signed: _____

Approved as to form:



Stephen C. Ross
Santa Fe County Attorney

5/30/12
Date

Finance Department



Teresa Martinez, Director

6/4/12
Date

Modifications

WHEREAS, on March 8, 2011, the County entered into Contract No. 2011-0137-PW/MS (the "Contract") with Engineer for the provision of engineering services on the NM Highway 14 Improvements for a total compensation of \$82,919.80;

WHEREAS, according to the Contract, Engineer provided Basic Services during the Construction Phase of the project;

WHEREAS, according to Exhibit C of the Contract, the compensation for Engineer's services during the Construction Phase is a lump sum of \$82,919.80;

WHEREAS, Engineer's compensation as stated in Exhibit C was based on a 120 days of service. During the Construction Phase and closeout of the project Engineer was required to furnish additional time and services for inspection, review of the construction contractor's documents and submissions, correction of documents and submissions, and increased general administration of the construction contract and communications with the Owner (Santa Fe County);

WHEREAS, the Engineer furnished the additional time and services as part of Engineer's Basic Services during the Construction Phase of the project;

WHEREAS, the parties desire to enter into this Amendment No. 1 to increase the compensation by \$9,580.57 to compensate Engineer for the increased services furnished beyond the 120 day period initially contemplated for the Engineer's services during the Construction Phase.

THEREFORE,

1. Engineer shall perform the following Basic Services during the Construction Phase: Final inspections, review of the construction contractor's documents and submissions, correction of documents and submissions, and increased general administration of the construction contract to completion of closeout of the project and communications with the Owner
2. For the continuation of the Basic Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation: \$9,580.57, exclusive of grt.
3. Other portions of the Agreement are modified as follows:

Agreement Summary (Reference only)	
a. Original Agreement amount:	\$ 82,919.80.
b. Net change for prior amendments:	\$ 0

c. This amendment amount: \$ 9,580.57, exclusive of grt
d. Adjusted Agreement amount: \$ 92,500.37

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of Contract No. 2011-0137-PW/MS not modified by this Amendment No. 1 remain in full force and effect. The Effective Date of this Amendment is upon the last date of signature of both parties hereto.