

**SANTA FE COUNTY
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
SANTA FE COUNTY AND BOHANNAN HUSTON, INC.**

THIS AMENDMENT is made and entered into as of this 6th day of October, 2011, by and between the **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County," and **Bohannan Huston, Inc.**, a New Mexico corporation with a principal address of 7500 Jefferson St., NE, Albuquerque, NM.

WHEREAS, on December 20, 2010, the County entered into Professional Service Agreement 2011-0007-PW/MS with Bohannan Huston, Inc. for the Contract Sum of \$157,341.00, exclusive of gross receipt tax;

WHEREAS, pursuant to the terms and provisions of the Professional Services Agreement, Bohannan Huston, Inc. provides project representative services on behalf of the County for the construction of the Agua Fria Phase III Road Project in Santa Fe County;

WHEREAS, construction of the Agua Fria Phase III Road Project is being provided by Star Paving Company pursuant to Construction Contract #2011-0011-PW/MS:

WHEREAS, on June 29, 2011, due to changes involving additional sewer connections and laterals, the Contract Time of Construction Contract 2011-0011-PW/MS was extended by fifteen (15) days within which time the contractor must complete construction;

WHEREAS, in order that the County continue to benefit from the project representative services through completion of the construction of the Agua Fria Phase III, Professional Services Agreement 2011-0007-PW/MS with Bohannan Huston, Inc. should be amended to extend the Contract Time and increase the Contract Sum for continued project representative services;

WHEREAS, according to Paragraph 17 Professional Services Agreement 2011-0007-PW/MS the parties may amend or modify the Agreement by written amendment;

WHEREAS, Amendment No. 1 increased the compensation by \$18,363, exclusive of gross receipts tax and extended the term by the additional 15 days to coincide with the completion of the construction by the contractor;

WHEREAS, on September 15, 2011, due to additional changes regarding miscellaneous changes to the project, the Contract Time of Construction 2011-0011-PW/MS was extended thirty (30) days within which time the contractor must complete construction;

WHEREAS, in order that the County continue to benefit from the project representative services through completion of the construction of the Agua Fria Phase III, Professional Services Agreement 2011-0007-PW/MS with Bohannan Huston, Inc. should be amended to extend the Contract Time and increase the Contract Sum for continued project representative services.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

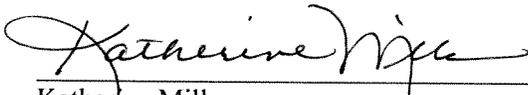
- 1. Article 2, "COMPENSATION AND INVOICING" is hereby amended to read as follows:

In no event shall the total compensation paid to PR by County under this Agreement exceed Two Hundred and Twelve Thousand, Three Hundred and Twenty Nine Dollars and No Cents (\$212,329.00), *exclusive of gross receipts tax.*

- 2. All other provisions of the original Agreement, not amended, replaced or suspended by Amendment No. 1 and 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.

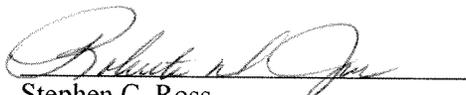
SANTA FE COUNTY



 Katherine Miller
 Santa Fe County Manager

10.6.11
 Date

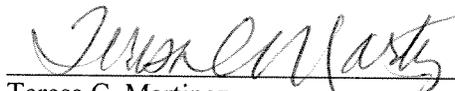
APPROVED AS TO FORM:



 Stephen C. Ross
 Santa Fe County Attorney

Sept. 24, 2011
 Date

FINANCE DEPARTMENT APPROVAL



 Teresa C. Martinez
 Santa Fe County Finance Director

10/3/11
 Date

PROJECT REPRESENTATIVE

By: _____
 Signature

 Date

 Printed Name and Title

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Article 2, "COMPENSATION AND INVOICING" is hereby amended to read as follows:

In no event shall the total compensation paid to PR by County under this Agreement exceed Two Hundred and Twelve Thousand, Three Hundred and Twenty Nine Dollars and No Cents (\$212,329.00), *exclusive of gross receipts tax.*

2. All other provisions of the original Agreement, not amended, replaced or suspended by Amendment No. 1 and 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

 Katherine Miller
 Santa Fe County Manager

 Date

APPROVED AS TO FORM:

Stephen C. Ross
 Stephen C. Ross
 Santa Fe County Attorney

Sept. 26, 2011
 Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
 Teresa C. Martinez
 Santa Fe County Finance Director

10/3/11
 Date

PROJECT REPRESENTATIVE

By: *Kerry L. Davis*
 Signature
KERRY L. DAVIS, CFO
 Printed Name and Title

10/3/11
 Date

Bohannon Huston

September 13, 2011

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

Carlos "Chuck" Vigil
Roads Project Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Re: Additional Services Request #2 for Project Representative Services
Agua Fria Street, Sanitary Sewer, Water, Drainage, and Repaving Project Phase III

Dear Mr. Vigil:

The contractor has been awarded a time extension of 30 Working Days as documented in Change Order #4 on the above referenced project (25 Working Days for the additional utility crossings, 2 Working Days for the additional 4" SAS service line, and 3 Working Days for the re-do of the two storm drain manhole bases due to waterline conflicts). The new Substantial Completion date on the project has been revised to October 3, 2011. Our current agreement includes effort for Project Representative Services through August 19, 2011.

Enclosed is our Attachment A showing our Lump Sum effort and budget breakdown required to provide Project Representative Services through October 3, 2011 (the QA material testing will not be affected).

As you are aware, our services are time dependent and any time extension granted to the construction contractor should extend to our services as well in order to maintain construction observation and documentation necessary for project certification.

This request (per Attachment A) is based on full time construction observation and half time project management effort with administrative support for a total increase of \$36,625.00. With approval of this request, our current budget will increase from \$175,704.00 to \$212,329.00, excluding NMGRT.

To indicate your concurrence with this Additional Services Request, please provide the necessary signature in the space provided below and return this letter to our Albuquerque office. Our PO with Santa Fe County for the above referenced project will need to be amended to include the additional effort requested above.

Please call Matt Santistevan at (505) 379-3224 if you would like to discuss this or any other matter.

Sincerely,

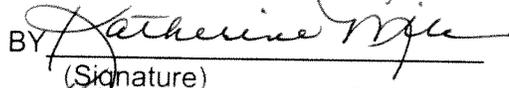


Howard C. Stone, P.E.
Chief Operations Officer

HCS/MAS/cdb
Enclosure

ACCEPTED: Santa Fe County

BY



(Signature)

Katherine Miller

(Printed Name)

TITLE Santa Fe County Manager

DATE 10.6.11 Engineering ▲

cc: Matt Santistevan, Bohannon Huston, Inc.
David Hibler, Bohannon Huston, Inc.
Gail Gutierrez, Bohannon Huston, Inc.

Spatial Data ▲

Advanced Technologies ▲

ATTACHMENT A

ADDITIONAL SERVICE REQUEST DUE TO CHANGE ORDER #2 TIME EXTENSION

- 1. Name of Project: Agua Fria Street Sanitary Sewer, Drainage, and Repaving Project Phase III
- 2. Client: Santa Fe County
- 4. Construction Manager: Matthew Santistevan

- 3. Date of proposal: 09/13/11
- 5. Prepared by: mas

TASK / ACTIVITY	Engineer 6 (CM)	David Hibler Construction Observer 6 (PM)	Claude Romero Construction Observer 4	Tina Black Admin Asst 4							Person-Hrs	Task Sub-Totals
												\$
A												
Construction Management and Inspection (30 working day duration)	8	120	240	12							380	\$33,500
Conduct and/or attend weekly meetings		6	2	2							10	\$910
Construction Observation			184								184	\$14,720
Project Representative (PM)	2	76									76	\$7,600
Daily Field Reports		4	30	2							38	\$3,300
Coordinate Field and Materials Sampling and Lab Work		4	10								14	\$1,200
Review and certify contractor monthly pay applications	2	6	4	2							14	\$1,420
Review and approve contractor field change orders	2	20	6	2							30	\$2,980
Coordinate RFIs and Design Revisions	2	4	4	4							14	\$1,370
Total	8	120	240	12							380	\$33,500
Hourly Rate:	\$ 175	\$ 100	\$ 80	\$ 75								
OTHER DIRECT COSTS:												
Cost of reproduction, printing, etc.: LS \$ 200.00 per month 1 Months \$200												
Travel: 0.585 per mile 5000 Miles \$2,925												
TOTAL OTHER DIRECT COSTS: Excluding NMGR \$3,125												
TOTAL EFFORT Excluding NMGR \$36,625												