

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

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 to include Study and Report and Basic Design Services for the design for the completion of the Project in three separate phases;

WHEREAS, the County has determined that the portion of this project (Phase I) that anticipated the design of a waterline that connected to the Eldorado Area Water and Sanitation District water system is not feasible;

WHEREAS, the Engineer’s scope of services must be adjusted to require the completion of the design for the entire project that does not connect to, or use the Eldorado Area Water and Sanitation District water system;

WHEREAS, the Engineer has provided a proposal for design services that address this adjustment in the scope of services and the County has negotiated an adjustment to the contract whereby the Engineer’s scope of services will occur without designated phases;

WHEREAS, the parties desire to enter into this Amendment No. 1 to provide for the Owner’s approval of certain design services to the Lamy Junction Water Project and an increase to the compensation for the Engineer’s services during the Study and Report Phase, and completion of a design and construction oversight for the entire project;

WHEREAS, the parties also wish to enter in this Amendment No. 1 to clarify specific provisions of Contract No. 2012-0055-UT/MS that reference the project’s completion in phases and provisions regarding duties of the County with regarding to insurance;

WHEREAS, this Amendment No.1 will increase the total contract by a sum of \$30,250.70 for a total contract sum of \$ 441,619.66, exclusive of NM GRT.

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:

The water transmission line would convey water from the Eldorado Area Water and Sanitation District to Customers of the Canoncito Mutual Domestic Water Association as well as other users in the vicinity. Completion of construction of the entire Lamy Junction Water project is subject to the Owner's available appropriations and funding and will be completed in Phases I, II and III.

Replace with:

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.

- b. Contract No. 2012-0055-UT/MS, PART 3.B.2 is amended by deleting the phrase "after the completion of construction of Phase I due to availability of funding."
- c. Contract No. 2012-0055-UT/MS, PART 3.B.3 is amended by deleting the phrase "of Phase I of construction."
- d. Contract No. 2012-0055-UT/MS, PART 5.C.1 is amended by deleting "all three (3) phases of."
- e. Contract No. 2012-0055-UT/MS, PART 6.N.3 is amended by deleting the sentence "Owner shall require Contractor to cause Engineer and its Consultant to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project."
- f. Contract No. 2012-0055-UT/MS, PART 6.N.5. is amended by deleting this provision in its entirety.
- g. Contract No. 2012-0055-UT/MS, PART 6.O.A.1 is amended by deleting A.1 in its entirety and replace it with:
1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer

- h. Contract No. 2012-0055-UT/MS, PART 6.W.7 is deleted in its entirety.
- i. Contract No. 2012-0055-UT/MS, PART 7. A.6 is amended by deleting “consisting of construction Phase I, Phase II and Phase III,”
- j. Contract No. 2012-0055-UT/MS, PART 7 – DEFINITIONS, is amended by inserting the following definition as #24 and re-numbering subsequent definitions accordingly:
 - 24. Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit I.
- k. Contract No. 2012-0055-UT/MS, PART 7.A.32 is amended by deleting “of Phase I, Phase II and Phase III” and replace with “the Project.”
- l. Contract No. 2012-0055-UT/MS, Exhibit A, Section F Construction Phase, is amended by inserting the following as #2 and re-numbering subsequent provisions accordingly:
 - 2. Resident Project Representative (RPR). Provide the services of an RPR to assist the Engineer and to provide more extensive observation of Contractor’s work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit I. The furnishing of such RPR’s services will not limit, extend, or modify Engineer’s responsibilities or authority except as expressly set forth in Exhibit I.
- m. Contract No. 2012-0055-UT/MS, PART 8 – EXHIBITS is amended by inserting reference to “Exhibit I - Resident Project Representative’s Duties.”
- n. Contract No. 2012-0055-UT/MS, Exhibit C, A.3.a through f is deleted and replace with the following:

Engineer’s Compensation

A. Owner shall pay Engineer for Professional Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's subconsultants' charges, if any.

2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

3. The total compensation for services under this Agreement is estimated to be Four Hundred Forty One Thousand Six Hundred Nineteen Dollars and Sixty-Six Cents (\$441,619.66), excluding NM GRT, based on the following estimated distribution of compensation:

a. Study and Report Phase

1. Study and Report	\$ 36,465.00
2. Reimbursables	\$ 992.80

b. Basic Design Services.

1. Preliminary Design (30% Completion)	\$ 46,130.00
2. Preliminary Design (70% Completion)	\$ 89,835.00
3. Final Design Phase	\$ 41,987.50
4. Bidding/Award	\$ 6,805.00
5. Construction Admin. (12 months)	\$ 29,995.00
6. Post-Construction Phase	\$ 13,350.00
7. Survey	\$ 23,757.65
8. Subconsultants	\$ 10,560.00
9. Reimbursables	\$ 5,092.00

c. Additional Basic Services

1. Geotechnical Investigation	\$ 33,946.00
2. Environmental Services	\$ 15,553.71
3. Drainage Analysis/Design, 404 Certification, 401 Permit, NPDES- SWPPP	\$ 26,000.00

4. Resident Project Representative	\$ 48,425.00
5. Property Easements Coordination	\$ 2,500.00
6. Prepare, Process, obtain Approvals/ Permits from Private/Governmental Authorities	\$ 2,500.00
7. NMDOT ROW Permits	\$ 7,725.00

Total Services: **\$ 441,619.66, exclusive of
NM GRT**

- o. Contract No. 2012-0055-UT/MS, PART 1 – ENGINEER’S SCOPE OF SERVICES is amended by inserting the following as subpart B:
 - B. Engineer’s Resident Project Representative shall provide the services set forth in Exhibit I.

- p. Contract No. 2012-0055-UT/MS is amended by incorporating the attached “EXHIBIT I.”

- q. Other portions of the Agreement are modified as follows:

- r. Agreement Summary

a. Original Agreement amount:	\$ 411,368.96
b. Net change for prior amendments:	\$ 0.0
c. This amendment amount:	\$ 30,250.70
d. Adjusted Agreement amount after this Amendment No. 1	\$ 441,619.66, exclusive of NM GRT

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

OWNER:

Katherine Miller

By: Katherine Miller, County Manager

Date Signed: 3-13-13

ENGINEER:

Adelmo E. Archuleta

By: Adelmo E. Archuleta

Title: President & Owner

Date Signed: March 18, 2013

Approved as to form:

Stephen C. Ross
Stephen C. Ross
County Attorney

Date: 2/28/13

Finance Department

Teresa C. Martinez
Teresa C. Martinez

Date: 3/7/13

OWNER:

Katherine Miller

By: Katherine Miller, County Manager

Date Signed: 3-13-13

ENGINEER:

By: _____

Title: _____

Date Signed: _____

Approved as to form:

Stephen C. Ross
Stephen C. Ross
County Attorney

Date: 2/28/13

Finance Department

Teresa C. Martinez
Teresa C. Martinez

Date: 3/7/13

EXHIBIT I

Engineer's Resident Project Representative

Pursuant to Amendment No. 1 to Contract No. 2012-0055-UT/MS, Engineer shall furnish a Resident Project Representative ("RPR") to assist in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR. Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

A. The duties and responsibilities of the RPR are as follows:

- (a) RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- (b) Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- (c) Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- (d) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

- (e) Shop Drawings and Samples. Record date of receipt of Samples and approved Shop Drawings. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- (f) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- (g) Review and Rejection of Defective Work:
- (h) Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- (i) Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (j) Inspections, Tests, and System Startups. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- (k) Records. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. And, record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of

all Contractors, subcontractors, and major suppliers of materials and equipment. Maintain records for use in preparing Project documentation. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

(m) Reports. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

(n) Payment Applications. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

(o) Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

(p) Completion. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

B. Resident Project Representative shall not:

(a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

(b) Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

(c) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

(d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

- (e) Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- (f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- (g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- (h) Authorize Owner to occupy the Project in whole or in part.