

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated March 30, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Souder, Miller.& Associates (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services to the City with regard to Agua Fria Street / Cottonwood Drive Intersection Safety Improvement Project.

B. Pursuant to Article 19 of the Agreement, as amended, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of forty-nine thousand sixty-two dollars and thirty cents (\$49,062.30), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed two hundred thirty-three thousand, six hundred fifty-three dollars and 30/100 cents (\$233,653.30), plus applicable gross receipts tax in full payment for Phase I Revisions, additional public meeting and completing all tasks under the scope of services


associated with the re-evaluation of preferred alternative; PHASE IV [CONSTRUCTION SERVICES] may be negotiated and added by amendment to this agreement if required. The Unit Rate Schedule, attached as Exhibit "C" shall be used by the Contractor in the assembly of cost proposals for individual project assignments or tasks for revisions of Phase I.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.


**CITY OF SANTA FE:**

  
\_\_\_\_\_  
ALAN WEBBER, MAYOR

Date: 4/4/2018

**CONTRACTOR:**

Souder, Miller & Assoc.

  
\_\_\_\_\_  
NAME & TITLE Peter Fant, CEO

Date: 4/5/18

NM Taxation & Revenue

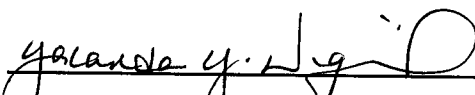
CRS # 02-040132-009

City of Santa Fe Business

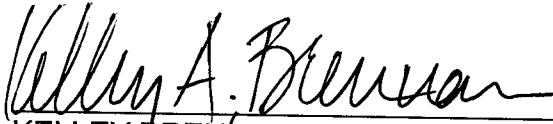
Registration#9224487

Fed ID # 85-0336964

**ATTEST:**

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 3/28/18  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**



KELLEY BRENNAN, CITY ATTORNEY

Date: 8/19/18

**APPROVED:**



ADAM K. JOHNSON, FINANCE DIRECTOR

Date: \_\_\_\_\_

32821.572960

Business Unit/Line Item

Exhibit C -  
Souder, Miller & Associates  
Professional Services and Expenses Task/Hours/Fee Breakdown Related To  
PREFERRED ALTERNATIVE REVISIONS, ALIGNMENT STUDY AND PRELIMINARY DESIGN

Project Description: Agua Fria/Cottonwood Intersection Improve  
Project Number: CIP #853B  
Owner: City of Santa Fe  
Date of Submittal: August 14, 2017

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Project Eng./Sci. Mgr II	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Proj Surv 1	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contract Pathfinder	Total Task
Billing Rate per Unit	\$ 180	\$ 185	\$ 145	\$ 135	\$ 120	\$ 92	\$ 90	\$ 78	\$ 105	\$ 95	\$ 80	\$ 70	\$ 60	\$ 80	\$ 65	\$ 100	\$ 80	\$ 65	\$ 0.575	\$ 1.00	\$ 129			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task																								
Study Phase Revisions																								
Alignment Study Report Revisions		8								4				8						100		\$ 2,600		
Envir. Doc. & Process. & Addl Pub Meeting		14		4						4				4								\$ 3,830	\$ 7,675	
Preliminary Design Revisions																						\$ -		
30% Plans Revisions		12		132		94																\$ -		
Right-of-Way Mapping Revisions				2					2		10	8								100		\$ 28,788		
Utility Coordination Meeting		2		2																		\$ 1,840		
QA/QC			8	4																		\$ 640		
30% Plans Review Meeting		4		6																		\$ 1,700		
																			764			\$ 1,989		
																						\$ -		
																						\$ -		
																						\$ -		
																						\$ -		
																						\$ -		
																						\$ -		
																						\$ -		
Subtotal Hours:	0	40	8	150	0	94	0	0	2	8	10	8	0	12	0	0	0	0	764	200	0	\$ -		
Total Cost:	\$ -	\$ 7,400	\$ 1,160	\$ 20,250	\$ -	\$ 8,648	\$ -	\$ -	\$ 210	\$ 760	\$ 800	\$ 560	\$ -	\$ 960	\$ -	\$ -	\$ -	\$ -	\$ 439	\$ 200	\$ -	\$ 41,387	\$ 7,675	\$ 49,062
Total Cost of Preferred Alternative Revisions:																						\$	49,062	