

**CITY OF SANTA FE
AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT (#17-1368), dated December 21, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and William J Miller Engineers, Inc. (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

Pursuant to Article 18 of the Agreement, 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. SCOPE OF SERVICES

Article 1, paragraph A of the Agreement is amended to include additional professional engineering services for the City so that Article 1, paragraph A is amended to read in its entirety as follows:

A. The Contractor shall provide professional engineering services for the City for CIP Stormwater Management, Santa Fe River Repair and Bank Improvements (phase 3B) ("The Project"), in accordance with all provisions of its contract and the attached proposal as outlined in Exhibit "A-3", attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$5,500.00 dollars inclusive of New Mexico gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor (item # 17-1368, Exhibit B-2) in full payment for services rendered, a sum not to exceed fifty-three thousand eight hundred sixty four dollars and no cents (\$53,864.00) including New Mexico gross receipts taxes for the term of this agreement.

3. TERM AND EFFECTIVE DATE


This Agreement shall be effective when the signed by the City and terminated on June 30, 2020, which is three (3) years hence from the date of signature, unless terminated sooner pursuant to Article 6 below. The term and effective date is amendable by the mutual agreement of both parties pursuant Article 18 below.

4. 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. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


Jarell Lapan Hill, Interim City Manager

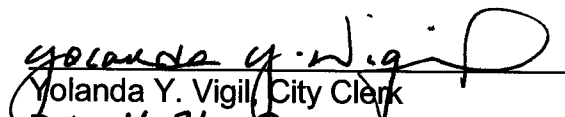
Date: 11/15/19

CONTRACTOR:



William J. Miller Engineers, Inc

Date: 11/19/2019
CRS#02-336831-004
City of Santa Fe Business
#19-00067308

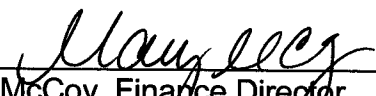
ATTEST:


Yolanda Y. Vigil, City Clerk
Date: 11-21-19 *all*

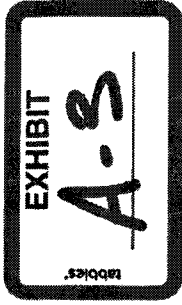
APPROVED AS TO FORM:


Erin K. McSherry, City Attorney
Date: 11/26/19

APPROVED:


Mary McCoy, Finance Director
Date: 11/14/19

2310411.572960
Organization/ Object Line Item



WILLIAM J. MILLER ENGINEERS, INC.
 Cost Proposal for Engineering Services
 Construction Supervision Services
 Santa Fe River Flood Damage Repair Work - AMENDMENT #3
 City of Santa Fe
 Purchase Order Number: 17185809-000-OP

Task no.	Task Description	1000/RFC CM Approved Dec 20, 2017	AMENDMENT #1 Aug 30, 2018	AMENDMENT #2 Oct 22, 2018	BALANCE REMAINING UNDER EXISTING CONTRACT	PROPOSED AMENDMENT #3 Construction Supervision for Base Bid + Additive Alternative #2	TOTAL (EX. CONTRACT + PR. AMEND. #3)
		Total	Total	Total		Total Labor Equipment/ Supplies	
1	Prepare for and attend pre-construction conference					\$375.00	\$375.00
2	Coordination/communication: response to Contractor requests for clarification, administration of construction contract			WORK COMPLETED AND PAID INVOICE #1031 DATED 1/25/2019		\$1,519.85	\$1,519.85
3	Construction Inspections	919.36	\$11,919.00	ZERO BALANCE REMAINING UNDER AMENDMENT #2	\$12,838.36	\$468.75	\$12,387.75
4	Preparation of Inspector's Daily Reports					\$1,406.25	\$1,406.25
5	Final Inspection, prepare Record Drawings & Final Report					\$1,176.40	\$1,302.20
		\$919.36	\$11,919.00	0.00	\$12,838.36	Subtotal: \$5,072.05 NMGR (@ 8.4375%): \$427.95	\$16,991.05 \$1,433.62
	Total (including NMGR):					Total (including NMGR):	\$18,424.67