

# Amendment to Agreement for Professional Consulting Services

Whereas, the City of Jal, New Mexico, Client, and JDLR & Associates, LLC, Consultants, entered into a contract for services related to the development of a waterline dated 03/27/17; and

Whereas, the City and the Consultants desire to amend the agreement per Section 18 of the agreement;

Now Therefore, the agreement is amended as follows:

**2. Services to Be Performed.** Consultants agree to perform the following services for Client:

1. Coordinate project logistics and obtain information from City of Jal and its project partners.
2. Coordinate with and meet with NMDOT District 2 Traffic Engineer and staff as needed: including travel to District office in Roswell and project visits to NM 128 near Jal.
3. Prepare project Vicinity Map to include mile marker location and latitude and longitude of the facility.
4. Prepare Plan View of entire installation.
5. Prepare cross-section drawing of facility at crossings with NM 128.
6. Prepare drawing of facility paralleling roadway, including right-of-way line dimensions.
7. Prepare bore pit detail drawing including distance from edge of pavement and right-of-way lines.
8. Prepare documentation to submit Environmental and Archaeological Clearance Form to the NMDOT for approval including hiring of subconsultants if needed.
9. Prepare Traffic Control Plan drawing for NMDOT approval.

10. Prepare and submit four fully executed Utility Permit Applications after information and drawings are completed.
11. Submit a copy of Certificate of Insurance in the amount of \$1,000,000.00 per occurrence for duration of the project with the NMDOT named as an "also insured." Certificate of Insurance to be obtained by client. Consultant will facilitate submittal.
12. Within 30 days of completion of the project, a set of hard copy as-built plans, stamped by a NM Registered Land Surveyor are to be submitted to the NMDOT District 2 office by the utility owner. Other specific information on formatting is also required. Task to be fulfilled by Client, Consultant will facilitate submittal.
13. Other duties as needed to successfully complete the project and as agreed in writing, subject to additional compensation.

**11. Travel, Equipment and Supplies.**

- A. Consultant, at Consultant's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services.
  - B. Consultants will bill for mileage at \$0.54 per mile for travel to Jal, NM from Las Cruces, NM.
  - C. Consultant will bill Client at a rate of \$150/day for stays in Roswell, NM associated with project visits and coordination.
  - D. Consultant may secure additional services to complete the project as needed.
- Consultant will submit invoices for direct reimbursement of expenses and will pay subconsultants directly.

**Client**

City of Jal

By: \_\_\_\_\_

Dated: \_\_\_\_\_


Printed name: Robert Gallagher

Title: City Manager

Address: 309 S Main Street, PO Drawer 340, Jal, NM 88252

**Consultant**

JDLR & Associates, LLC, a New Mexico Limited Liability Company

By:  Dated: 04/21/17

Printed name: Joseph J. De La Rosa

Title: Managing Partner

Address: PO Box 495, Doña Ana, New Mexico 88032