

**AMENDMENT NO. 3
TO AGREEMENT 2013-0206-PW/PL
WITH DESIGN OFFICE**

THIS AMENDMENT is made and entered into as of this 15th day of March, 2017, by and between the **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "County," and **Design Office**, 1300 Luisa, Suite 24, Santa Fe, NM 87505, hereinafter referred to as "Architect."

WHEREAS, the County and Architect are parties to Agreement No. 2013-0206-PW/PL, dated January 16, 2014 (Agreement), for architectural and landscape architectural services for the Pojoaque Valley Recreation Complex in Pojoaque, New Mexico, Santa Fe County; and

WHEREAS, Section 5.2 of the Agreement allows the County and Architect to agree to a change in project scope and budget; and

WHEREAS, Amendment Nos. 1 and 2 added additional architectural services and increased the compensation payable to the Architect for Phase I and Phase II services; and

WHEREAS, the County and Architect have agreed to additional architectural services in Phase II design and construction for the project; and

WHEREAS, the parties desire to enter into this Amendment No. 3 to amend the Architect's services and increase the compensation payable to the Architect in the amount of \$27,000; and

WHEREAS, with this Amendment No. 3 the total contract sum is \$181,631.00, exclusive of NM grt.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 4.2.A. of the Agreement is amended by inserting the following as A. (5), (6), (7) and (8).

(5) Design – Basic Services. Agricultural demonstration garden, revised site layout and additional design meetings.

(6) Construction – Basic Services. Provide construction observation services to monitor construction progress and conformance with contract documents for each construction contract. Convene pre-construction meeting, conduct site visits to monitor construction progress, attend weekly construction meetings, review submittals and substitution requests, answer RFIs, review and approve pay applications, review and issue CO requests, conduct substantial completion walk-through and 11-month warranty walk-through and punch list. Prepare as-builts close-out documentation upon final acceptance.

(7) Design – Additional Services. Prepare a site development plan/ permit and supporting documents, plan preparation, report, and adjustments for final submittal. Participate in review and approval meetings as needed; Master Plan revision and lot line adjustment.

(8) Construction – Additional Services. Assist the County with preparation and issuance of an IFB and project manual for Phase I and II bid documents. Attend pre-bid meeting,

answer questions, and issue addenda as necessary. Receive bids and make recommendations regarding award and tally bid results.

2. **Article 11 COMPENSATION** of the Agreement is deleted in its entirety and replaced with the following:

§ 11.1 For the Architect's Services (Basic and Additional Services) described in this Agreement, the Owner shall compensate the Architect as follows:

Phase I

Schematic plan, construction documents, construction:	\$ 73,741.00
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Phase II

Task 1: Design – Basic Services	\$ 53,500.00	
Design – Additional Services	\$ 11,800.00	
Task 2: Building Improvement Design	\$ 6,750.00	
Task 3: Construction – Basic Services	\$ 14,250.00	
Construction management – synthetic turf	\$ 13,250.00	
Task 4: Bidding – Additional Services	\$ 1,700.00	
Total:	\$174,991.00	(exclusive of reimbursables and NM grt)

3. Article 11.3 is deleted in its entirety.

4. Article 11.8.2 "Six Thousand Three Hundred Ninety Dollars and No Cents (\$6,390.00") is deleted and replaced with "\$6,640.00."

5. All other sections and provisions of the Agreement not amended by Amendment Nos. 1, 2 and this Amendment No. 3 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



for Katherine Miller
Santa Fe County Manager

3.15.17
Date

Approved as to form



Gregory S. Shaffer
Santa Fe County Attorney

1-31-17
Date

Finance Department

Don D. Moya
Don D. Moya
Finance Director

2-9-17
Date

ARCHITECT

By: Clavdia M. Horn
Signature

10 Feb 2017
Date

Clavdia M. Horn Principal
Printed Name and Title