

**AMENDMENT NO. 1
TO AGREEMENT 2013-0206-PW/PL
WITH DESIGN OFFICE**

THIS AMENDMENT is made and entered into as of this 25th day of June, 2015, 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, 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 Agreement 2013-0206-PW/PL allows the County and Architect to agree to a change in project scope and budget; and

WHEREAS, the County has updated the project budget and requested that the Architect perform additional services that were not provided for in the Basic Services of Agreement 2013-0206-PW/PL; and

WHEREAS, the parties desire to enter into Amendment No. 1 to increase compensation in the amount of \$46,750.00 under Article 11 (Compensation) and to increase the compensation payable to the Architect for Additional Services under Article 4 (Additional Services) for a total contract sum of \$123,881.00.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 4.2 of Agreement 2013-0206-PW/PL is amended by inserting the following as a description of each Additional Service that are the Architect's responsibility.

A. Phase II Design and Construction Phase Services. Design and construction drawings will be generated for Phase II improvements. Improvements will include sports field recreational accessories, site furnishings, concessions/common area improvements, accessibility upgrades, and perimeter drainage and buffer protection. Phase II improvements will complement Phase I project improvements and address known site issues such as offsite drainage, perimeter access control, internal accessibility, safety hazards, drainage, and providing a comfortable park environment with amenities. (picnic tables, trash receptacles, trees, etc.)

- (1) Schematic Design. Prepare schematic level plans to illustrate site improvement locations including site furnishings, hardscape, planting, and grading and drainage. Collect information on existing on-site hazards and off-site drainage patterns that may affect the recreational complex. Based on projected improvements, prepare a schematic level opinion of probable construction costs. The Phase II schematic design will anticipate future improvements as provided in the master plan for the recreation complex.
- (2) Design Development/Construction Documents. Provide construction documents for landscape and site improvements based on Owner-approved schematic design drawings and opinion of probable construction costs to satisfy project objectives and meet code requirements. Drawings will include

site layout, materials plan, grading, drainage plan, planting plan, irrigation plan (if necessary), and details. Prepare technical specifications and construction document level opinion of probable construction costs. It is anticipated that a civil engineer will be retained to prepare the grading and drainage drawings and any associated details. Submit 75% drawings for Owner review and approval. Issue 100% Construction Document set for approvals and implementation.

- (3) Bidding/ Negotiation. Assist the Owner with the bidding of the project. Provide bid documents and project manual for bidding purposes. Attend pre-bid meeting, answer questions, and issue addenda as necessary. Review bids and provide recommendation of award; tally bid results.
- (4) Construction Administration. Provide construction observation services to monitor construction progress and reasonable conformance with the contract documents. Services to include convene a pre-construction meeting, conduct site visits to monitor construction progress (six site visits anticipated), attend weekly construction meetings (anticipated two month construction duration), review submittals and substitution requests, answer RFIs, review/approve pay applications, review/issue change order requests, conduct substantial completion walk-through and perform an 11-month warranty walk-through and punch list.

B. Building Improvement Design. In order to upgrade existing buildings and structure to meet code and provide structurally sound improvements, the following services are anticipated to be provided by Studio Southwest Architects, the designer of the building improvements.

- (1) Permit Drawings. Prepare stamped construction documents for restroom/concession building to address code requirements for state CID permit approval. Prepare stamped construction drawings for dugout footing, slab, wall stabilization, and roof connections for CID permit approval. Provide additional information as required for approvals.
- (2) Bidding/ Negotiation. Provide clarifications during bidding review bid prices, and assist with contract negotiations as requested.
- (3) Construction Administration. Provide construction observation services to monitor construction progress and reasonable conformance with contract documents. Services to include site visit to monitor construction progress (four site visits anticipated), provide answers to RFIs, review submittals and substitution requests, conduct a substantial completion walk-through and punch list, and conduct the final walk-through and an 11-month warranty walk-through.

C. Construction Management – Synthetic Turf Field Installation. Wilson and Company, Inc., project civil engineer, will provide additional construction management services for the synthetic turf field installation to review whether construction reasonably conforms to the contract documents. Services include review test reports (density, proctor, slump, etc), conduct site inspections at regular intervals and at critical stages of construction and attend weekly construction meetings. Site inspection will be conducted to review construction during the following time periods: subgrade/ concrete curb installation, base course/ impermeable liner/ nailer board installation, storm drain installation, synthetic

turf installation, and other general inspections to review berm, parking lot, and general site grading. It is anticipated that this will include a maximum of 19 half-day site visits to review the work and document progress.

2. Section 11.2 the sentence "No Additional Services; Architect's review, inspection and landscape design are part of Architect's Basic Services under this Agreement" is deleted in its entirety.
3. Section 11.3 of Agreement 2013-0206-PW/PL is amended to insert the following to describe the Architect's compensation for Additional Services arising during the course of the Project.

Phase II Design	
Task 1: Phase II Design	\$25,750.00
Task 2: Building Improvement Design	\$ 6,750.00
Task 3: Construction Management –Synthetic Turf Field	\$13, 250.00
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Subtotal Professional Fees (labor only –NTE)	\$ 45,750.00
Reimbursables	\$ 1,000.00
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Total compensation payable to Architect for Additional Services	\$ 46,750.00

For the Architect's Basic Services and Additional Services as provided in Amendment No. 1 to this Agreement, the Owner shall compensate the Architect as follows: One Hundred Twenty Three Thousand Eight Hundred Eighty One Dollars and No Cents (\$123,881.00), exclusive of NM GRT.

4. Section 11.8.2 is amended by deleting "Three Thousand Three Hundred Ninety Dollars and No Cents (\$4,390.00)" and replace it with "Four Thousand Three Hundred Ninety Dollars and No Cents (\$4,390.00.)"
5. All other sections and provisions of Agreement 2013-0206-PW/PL, not amended by this Amendment No. 1 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


Katherine Miller
Santa Fe County Manager

6-19-15
Date

APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

6-15-15
Date

FINANCE DEPARTMENT

Carole H. Jaramillo
Carole H. Jaramillo
Director

6/25/15
Date

ARCHITECT

By: Claudia M. Horn
Signature

25 June 2015
Date

Claudia M. Horn, principal
Printed Name and Title