

AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Camino de Jacobo Landscaping Camino de Jacobo off Airport Rd. and before Lopez Lane, Santa Fe, NM	CHANGE ORDER NUMBER: 001 DATE: 10/18/11	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Westwind Landscape Construction 2739 Vassar Pl. NE Albuquerque, NM 87107 Attn: Richard Brown	ARCHITECT'S PROJECT NUMBER: 2010-001-HO/JC CONTRACT DATE: 5/23/11 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 N/A

The original Contract Sum was	\$	148,965.03
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	148,965.03
The Contract Sum will be increased by this Change Order in the amount of	\$	175,125.15
The new Contract Sum including this Change Order will be	\$	324,090.18

The Contract Time will be increased by one hundred fifty (150) days.
 The date of Substantial Completion as of the date of this Change Order therefore is 150 weather working calendar days from the date indicated in the Notice to Proceed issued by the Owner for completion of Phases Two and Three. ATTACHED HERETO IS CHANGE ORDER NO. 1 WHICH DESCRIBES THE AMENDMENTS TO CONTRACT 2010-0150-HO/TRV.

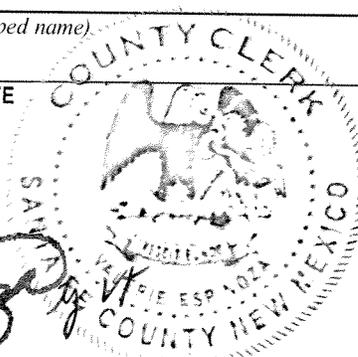
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
ADDRESS	ADDRESS	ADDRESS
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
DATE	DATE	DATE

ATTEST:

 VALERIE ESPINOZA
 COUNTY CLERK



Approved as to form
 Santa Fe County Attorney
 By:
 Date: 10/18/2011



AIA®

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<u>SITES SOUTHWEST</u> ARCHITECT <i>(Firm name)</i>	Westwind Landscape Construction, Inc CONTRACTOR <i>(Firm name)</i>	
<u>121 TIJERAS NE, SU. 3100</u> ADDRESS <u>ALBUQUERQUE 87102</u>	2739 Vassar Pl. NE ADDRESS	
<u><i>Patrick Gay</i></u> BY <i>(Signature)</i>	<u><i>[Signature]</i></u> BY <i>(Signature)</i>	
<u>PATRICK GAY</u> <i>(Typed name)</i>	Richard G. Brown, Vice President <i>(Typed name)</i>	
<u>10.24.11</u> DATE	10/24/2011 DATE	
		OWNER <i>(Firm name)</i> ADDRESS BY <i>(Signature)</i> DATE

Approved as to form
Santa Fe County Attorney
By: *[Signature]*
Date: NOVEMBER 18 2011

CHANGE ORDER NO. 1 TO OWNER-CONTRACTOR AGREEMENT

1. Background Data:

- a. Effective Date of contract: May 23, 2011.
- b. Owner: Santa Fe County, Santa Fe, New Mexico.
- c. Contractor: Westwind Landscape Construction , Inc.
- d. Project: Landscape of Camino de Jacobo (formerly Jacob D Martinez Housing Site), Santa Fe, NM.

2. Nature of Change Order:

WHEREAS, in 2010 the County procured landscape architect Sites Southwest , Ltd. Co. to design a master plan for an irrigation system and landscaping of the Camino de Jacobo Housing Site located in Santa Fe County;

WHEREAS, pursuant to Contract 2010-001-HO/JC, the architect designed a master plan consisting of base bid construction services and four (4) alternate construction phases consisting of landscaping different areas within the Camino de Jacobo Housing Site

WHEREAS, in 2011, the County procured landscape contractor Westwind Landscape Construction , Inc. to complete the base bid service and the four (4) alternates (Phases One through Four) subject to availability of funding which initially was available only for the base bid (irrigation and mobilization) and Alternate Phase One – Area A landscape services;

WHEREAS, Westwind has completed the base bid services and Phase One and the County has secured additional funding to proceed with the construction of Phases Two and Three;

WHEREAS, Contract 2011-0080-CSD/PL needs to be amended by change order to include the services under Phases Two and Three and increase the Contractor's compensation in the amounts procured by competitive bid from Westwind Landscape Construction, Inc.

3. Description of amendments in this Change Order No. 1:

The Project Description is amended by inserting the following paragraph:

Pursuant to Change Order No. 1, the Project shall also include the construction of landscaping as described in Alternate: Phase Two – Area B – Mid-Way Gathering Area and Phase Three – Area C – Entry Plazuela as described in the Bid Documents, Specifications and Drawings.

§ 3.3 is amended by inserting the following sentence:

The Contractor shall achieve Substantial Completion of Phases Two and Three not later than 150 weather working calendar days from the date indicated in the Notice to Proceed issued by the Owner.

Article 4 CONTRACT SUM is amended by inserting the following as § 4.2.1:

§ 4.2.1 Pursuant to Amendment No. 1, the Owner shall pay the Contractor for completion of Phases Two and Three as described in the drawing and specifications. The compensation for Phase Two – Area B shall not exceed \$87,217.40, exclusive of grt; the compensation for Phase Three – Area C shall not exceed \$87,907.75, exclusive of grt.

§ 4.3 is amended by inserting the following as § 4.3.1:

§ 4.3.1 The Unit prices for Phase Two are:

Item	Units	Price per Unit	Extended Total
Shade Structure	1	\$42,420.60	\$42,420.60
Picnic Table	1	\$ 2,246.24	\$ 2,246.24
Bench	3	\$ 1,566.85	\$ 4,700.55
Trash Receptacle	3	\$ 1,440.52	\$ 4,321.56
Stablized compacted			
Crusher Fines	4,219 SF	\$ 2.48	\$10,463.12
Split Rail Fence	205 LF	\$ 17.13	\$ 3,511.65
Bend a Board	175 LF	\$ 4.47	\$ 782.25
Bark Mulch	192 SF	\$ 1.50	\$ 288.00
Trees, 2 ½ Caliper	11	\$ 306.98	\$ 3,376.78
Trees, 25 Gallon	4	\$ 133.25	\$ 533.00
Ground Covers, 5 gal	27	\$ 32.06	\$ 865.62
Fine Grading Water			
Harvesting	1,700 SF	\$ 1.85	\$ 3,145.00
Kitchen Garden Walls	105 LF	\$ 46.45	\$ 4,877.25
Chain Link Fence &			
Gate	211 LF	\$ 19.39	\$ 4,091.29
Concrete Paving	41 SF	\$ 4.78	\$ 195.98
Water Harvesting			
& Pond Area Seeding	3,411 SF	\$.41	\$ 1,398.51
Phase Two Total:			\$ 87,217.40

The Unit prices for Phase Three are:

Item	Units	Price per Unit	Extended Total
Remove & Dispose			
Existing Shrubs	1 LS	\$ 454.65	\$ 454.65
Picnic Table	2	\$ 2,212.07	\$ 4,424.14

Bench	4	\$ 1,532.68	\$ 6,130.72
Trash Receptacle	1	\$ 1,449.17	\$ 1,449.17
Stabilized Compacted Crusher Fines	5,828 SF	\$ 2.35	\$13,695.80
Stabilized Compacted Crusher Fines (entry)	1,627 SF	\$ 2.48	\$ 4,034.96
Split Rail Fence & Gates w/4X4 Galvanized WWF Panels	105 LF	\$ 34.10	\$ 3,580.50
Concrete Run Down	259 SF	\$ 4.78	\$ 1,238.02
Concrete Ramps & Paving, Steps	681 SF	\$ 4.78	\$ 3,255.18
Bend a Board	75 LF	\$ 4.66	\$ 349.50
Retaining Walls	515 LF	\$ 60.05	\$30,925.75
Trees, 2 ½ Caliper	11	\$ 302.61	\$ 3,328.71
Trees, 15 Gallon	10	\$ 137.15	\$ 1,371.50
Ground Covers, 5 Gal	9	\$ 20.66	\$ 185.94
Ground Covers, 1 Gal	3	\$ 16.78	\$ 50.34
Fine Grading Water Harvesting	806 SF	\$ 1.63	\$ 1,313.78
Cobble at Swale	224 SF	\$ 1.99	\$ 445.76
Kitchen Garden Walls	65 LF	\$ 53.23	\$ 3,459.95
Chain Link Fence & Gate	84 LF	\$ 21.74	\$ 1,826.16
Grading @ 12" Depth, Terrace Walls	107 CY	\$ 21.53	\$ 2,303.71
Clear & Grub, Grading @ 4" Depth	30 CY	\$ 97.65	\$ 2,929.50
Water Harvesting & Ponding Area Seeding	3,497 SF	\$.33	\$ 1,154.01

Phase Three Total: \$ 87,907.75

Article 9 ENUMERATION OF CONTRACT DOCUMENTS, § 9.1.7 is amended by deleting "*(Paragraph deleted)*" and replacing it with: Attachment A and B to Amendment No. 1.

Article 10 INSURANCE AND BONDS is amended by inserting the following sentence:

Pursuant to Change Order No. 1, Contractor shall extend and/or purchase, and maintain its insurance and bonds (Payment and Performance) as set forth herein and in Article 11 of AIA

Document A201-2007, such that they are maintained throughout Contractor's completion of Phases Two and Three.

Owner and Contractor hereby agree to modify the above referenced Contract as set forth in this Change Order No. 1. All provisions not modified by this Change Order remain in effect. The effective date of this Change Order No. 1 is upon the last date of signature by the parties.

OWNER - SANTA FE COUNTY


Virginia Vigil, Chair

Santa Fe Board of County Commissioners

Date: _____

ATTEST:

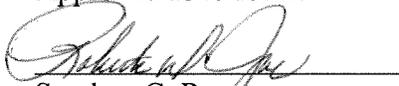

Valerie Espinoza

Santa Fe County Clerk

Date: 10/25/2011



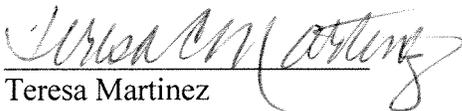
Approved as to form:


Stephen C. Ross

Santa Fe County Attorney

Date: October 18, 2011

FINANCE DEPARTMENT


Teresa Martinez

Santa Fe County Finance Director

Date: 10/20/2011

CONTRACTOR - Westwind Landscape Construction, Inc.

Richard Brown

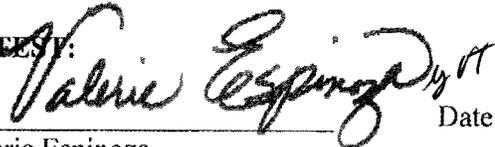
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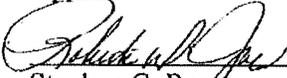
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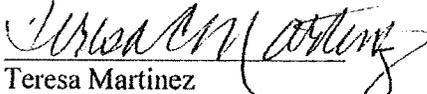
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Santa Fe County Clerk

Approved as to form:



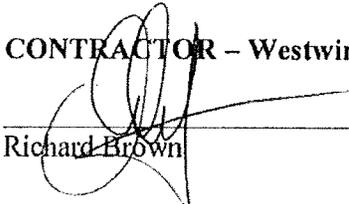
Date: October 18, 2011
Stephen C. Ross
Santa Fe County Attorney

FINANCE DEPARTMENT



Date: 10/20/2011
Teresa Martinez
Santa Fe County Finance Director

CONTRACTOR - Westwind Landscape Construction, Inc.



Date: 10/24/2011
Richard Brown