

**AMENDMENT NO. 2  
TO CONTRACT BETWEEN  
SANTA FE COUNTY AND ELLIS/BROWNING ARCHITECTS, LTD  
FOR ARCHITECTURAL DESIGN SERVICES**

**THIS AMENDMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "Owner") and **Ellis/Browning Architects, Ltd.** (hereinafter referred to as "the Contractor").

**WHEREAS**, on December 17, 2012 the Owner and Contractor entered into Contract No. 2013-0111-PW/MS to provide for the Contractor's completion of an architectural design for renovations to the Santa Fe District Attorney's building located at 327 Sandoval Street, Santa Fe, New Mexico;

**WHEREAS**, according to the Contract, the Contractor is to complete design services that include the replacement of exterior windows, refurbish and/or replace exterior wood elements, study interior traffic flow and redesign of the building and other renovations;

**WHEREAS**, Articles 4.3, 5.2 and 6.5 of Contract No. 2013-0111-PW/MS permits the Owner to provide for additional services to be performed by the Contractor and to update budget items for the additional services;

**WHEREAS**, Article 13 of the Contract allows the Owner and Contractor to amend the Contract by an instrument in writing executed by the parties;

**WHEREAS**, by Amendment No. 1, the Contractor was authorized to complete some additional design services relating to structural engineering services consisting of a review of the compact shelving floor on the 2<sup>nd</sup> floor of the building, and secure consultant services (High Risk Security Assessment) for security recommendations for the building for an increase in compensation in the amount of \$14,850.00;

**WHEREAS**, upon the Contractor's completion of an estimate of the Cost of the Work, the parties wish to enter into this Amendment No. 2 to increase the Maximum Allowable Construction Cost (MACC) for this project from \$680,000 to \$1,500,000; and

**WHEREAS**, by this Amendment No. 2 the parties also wish to amend the Contract to change the Contractor's fee for basic and additional services from 8.8% to 7.86% of the \$1,500,000 MACC which results in an increase of \$58,060 in the Contractor's fee.

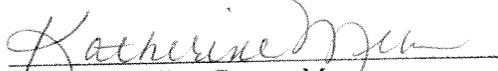
**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Section 11.1** of the Contract is amended by deleting "Eighty Seven Thousand One Hundred Ninety dollars (\$87,190.00)" and replace with "One Hundred Forty Five Thousand Two Hundred Fifty Dollars (\$145,250.00)," and deleting "\$83,690.00" and replace with "\$141,750.00."

2. **Section 11.1** of the Contract is amended by deleting "8.8%" and replace with "7.86%" and deleting "\$680,000.00" and replace with "\$1,500,000.00."
3. **Section 11.5** of the Contract, delete the sum of "\$83,690.00" for Total for Basic and Additional Services and replace it with "\$141,750.00, exclusive of NM GRT."
4. All other provisions of Contract No. 2013-0111-PW/MS not specifically amended by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

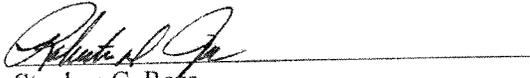
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
Katherine Miller, County Manager

9.12.13  
Date

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney

6/27/13  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Teresa C. Martinez  
Santa Fe County Finance Director

7/1/13  
Date

**CONTRACTOR:**

  
Joe C. Browning, Vice President

6/27/2013  
Date