

**AMENDMENT NO. 2  
TO CONTRACT 2013-0124-PW/PL BETWEEN  
SANTA FE COUNTY AND ELLIS/BROWNING ARCHITECTS, LTD  
FOR ARCHITECTURAL DESIGN SERVICES**

**THIS AMENDMENT** is made and entered into as of this 15<sup>th</sup> day of April, 2014, 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**, in 2006 the Owner and Contractor entered into Contract No. 27-0705-PFMD/RH for the Contractor's completion of Phase III of this project which was an architectural design for the construction of a 4,000 sq. ft. addition to the Vista Grande Library, 14 Avenida Torreon, Santa Fe, New Mexico and the construction of a parking lot for the Library;

**WHEREAS**, the Contractor completed the design of the addition to the Library and the parking lot and the construction of the parking lot was completed in 2008;

**WHEREAS**, on September 19, 2012, pursuant to procurement No. 2013-0124-PW/PL and a sole source determination by the Procurement Manager, the Owner and Contractor entered Contract No. 2013-0124-PW/PL, wherein the Contractor updated its design for the 4,000 sq. ft. addition to bring it up to code, and provided for architectural services to be provided during construction;

**WHEREAS**, pursuant to Article 5.2, 6.5 and 13 of the Contract and by Amendment No. 1 the Owner and Contractor agreed to amend the Contract to provide for additional design services to be provided by the Contractor;

**WHEREAS**, the parties desire to enter into this Amendment No. 2 to increase the compensation in the amount of \$5,000 and reimbursables in the amount of \$600 for the Contractor to work with the Library Committee for the Vista Grande Library to perform additional services pertaining to the selection of furnishings and equipment for the Vista Grande Library expansion.

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

1. **Article 1.1** of Contract 2013-0124-PW/PL, a new subparagraph is inserted to read as follows:  
  
By Amendment No. 2 to this Contract, the Contractor will also provide additional services to work with the Library Committee for the Vista Grande Library to meet with the furniture vendor and coordinate, select and specify a furnishings package within an established budget. Contractor's compensation for such services is as indicated in Article 11.3.
2. **Article 4** (Additional Services), § 4.1.27, in the first column, "(B253™ - 2007)" is deleted and and in the second column the words "Not provided" are deleted and replaced with "Architect".
3. **Article 11.2** (Compensation) insert: For the Additional Services of providing assistance to the Vista Grande Library Committee to select the furnishings for the Library, the Owner shall compensate the Architect as follows: An hourly rate of Ninety Five Dollars and No Cents (\$95.00) not to exceed Five Thousand Dollars and No Cents (\$5,000). Architect's services shall be in accordance with the scope of work described in Exhibit B attached hereto.

4. **Article 11.8.2** (Reimbursables), the following is inserted as "11.8.3"

§ 11.8.3 Owner shall compensate the Architect a sum not to exceed Six Hundred Dollars (\$600) for reimbursables related to the Architect's performance of the Additional Services in § 4.1.27.

5. **Article 13.2.3** (Other documents) is amended to insert:

.4 "Exhibit B" Description of the Additional Services to be provided by the Architect pertaining to the selection of the furnishings for the Vista Grande Library expansion.

6. All other provisions of Contract No. No. 2013-0124-PW/PL not specifically amended by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

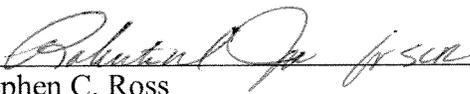
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
\_\_\_\_\_  
Katherine Miller, County Manager

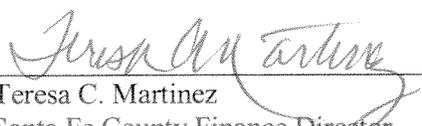
4.15.14

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

3/19/14  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

3/24/14  
Date

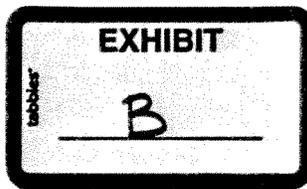
**CONTRACTOR:**

Elizabeth D. Ellis  
(Signature)

3.20.14  
Date

Elizabeth D. Ellis  
(Print Name)





*ellis/browning architects ltd.*

**Furnishings Proposal for Vista Grande Library Expansion**

rev. February 20, 2014

Note: The scope of work outlined below will be performed with the participation of the Vista Grande Library Board together with input by Library staff, together with Goodman's Interior Structures, and with review and approval by S.F. County.

Scope of Work:

1. Work together with the Library and Goodman's Interior Structures ("Vendor") to recommend selected options and budget priorities for compatible new furnishings for the Library Expansion, specifying as many as possible which are currently available under state contracts. (Vendor shall provide cost estimates for new furnishings.)
2. Propose options for a new circulation desk from manufactured modular component systems.
3. Provide a scaled coded floor plan showing: a. existing furnishings inventory to be moved to the Library Expansion and b. requested new furnishings for the Expansion.
4. Submission of visual presentation board of final new furnishings selections.
5. Provide additional recommendations for selected children's and young adult areas furnishings within the existing Library, as requested, budget permitting.

Maximum Allowable FFE Budget: \$80,000, including professional fees; not including N.M. gross receipts tax for either furnishings, professional services, or any other approved reimbursables.

Professional Fee Proposal: Hourly at \$95.00/hour\*, not to exceed \$5,000.00.

(Note: architect will add no surcharge to any specified/purchased furnishings, fixtures or equipment. This is a service-based fee.)

Not included (N.I.C.) in the fee quoted above:

1. Gross receipts taxes on furnishings and services, and any other approved reimbursables, including printing multiples as may be required to complete this scope.
2. More than three (3) site visits for this scope unless in tandem/following scheduled construction meetings.
3. Itemized list of each separate component of each new furnishings item; insurance for, receipt and inspection of, approved signature for, unpacking of, and any assembly of new furnishings purchased under state contract. (These are the responsibility of Vendor.)
4. Any costs to move existing or new furnishings into the Library Expansion are not included in either the professional fee or in the furnishings budget. (Note: A scaled and coded location plan for existing and new furnishings will be provided by the architect.)
5. Library shall provide a complete inventory/itemized list, with all dimensions, of available existing furnishings to be used in the Expansion including any now in storage and, for shelving units, shall include # of end/trim caps by size, shelf units, heights, etc.
6. Vendor shall provide an itemized list of all new furnishings for the Expansion.
7. Purchasing Process Routing Form, IPR and Requisition shall be by others (S.F. County).
8. Any related electrical work and/or IT networking work which may required for a new circulation desk is not included.

Existing information (for review and confirmation):

1. "Vista Grande Public Library Expansion - Furnishings, Fixtures and Equipment"/Draft (4 pp., October 2013, Library)
2. Annotated floor plan (by e/b), with photographs, from November walk-through with Library Board members.
3. Cut-sheets provided by the Library to date of selected new furnishings ideas/concepts (fall 2013).

\* This is the hourly rate for Additional Services in our current AIA Agreement for this project. (1.2.2)

