

AMENDMENT NO. 1

**AIA B101-2007, Agreement No. 2011-0002-CSD/PL
Between
Santa Fe County and Surroundings Studio, LLC**

THIS AMENDMENT is made and entered into as of this 27th day of Sept, 2011, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and Surroundings Studio, LLC, hereinafter referred to as “Architect.”

WHEREAS, Santa Fe County and Architect entered into AIA B101-2007, Agreement No. 2011-0002-CSD/PL on January 14, 2011 in the amount of \$34,491.20, exclusive of gross receipts tax;

WHEREAS, according to Agreement No. 2011-0002-CSD/PL, the Architect is to provide landscape architectural services consisting of the design of, and architectural services throughout construction phase, of an overnight equestrian rest stop and multi-use facility on property owned by Santa Fe County located near Edgewood, NM (hereinafter referred to as “Edgewood Open Space”);

WHEREAS, when the design of the equestrian facility was planned there was agreement by the Town of Edgewood that the facility would obtain potable water from water transported in by the Town of Edgewood. As the planning and preparation for construction has proceeded it has become evident that due to economic and financial limitations, the Town of Edgewood is unable to provide water as was initially planned.

WHEREAS, the County has identified other possible sources of potable water for the facility, including water from a nearby water utility company, Thunder Mountain Water Company, Inc.;

WHEREAS, in addition, due to budget limitations on the County’s part, it is necessary to re-design the development and completion of the equestrian multi-use facility to be constructed in two phases;

WHEREAS, the Architect is willing to provide additional design services in order to provide for potable water supplied to the facility from an available source, and to revise the Master Plan for the facility such that its construction is completed in Phase One and Phase Two;

WHEREAS, Sections 3.6.5.1, 4.3.1.1, 5.2 and 6.2 of the Agreement No. 2011-0002-CSD/PL allow the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, this Amendment No. 1 is necessary to provide for Additional Services to be provided by the Architect, increase the compensation to the Architect, and provide for the redesign of the Edgewood Open Space in Phase One and Phase Two.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article 4 Additional Services

The table of Additional Services in § 4.1 is supplemented by inserting the following:

| | | |
|---|-----------|--|
| § 4.1.28 Complete Potable Water Design Documents | Architect | |
| § 4.1.29 Construction Administration and Observation of Potable Water System | Architect | |
| § 4.1.30 Submission of Permit Application and Construction Documents for Completed Potable Water System | Architect | |
| § 4.1.31 Design Revision for Phase One (horse arena, associated elements, ramada, parking) | Architect | |
| § 4.1.32 Complete redrawing of digitized Plan around arena area | Architect | |
| § 4.1.33 Phasing Revision and Updated Cost Estimate | Architect | |

2. Section 4.2 is amended by deleting “N/A” and replacing it with:

The Additional Services for which Architect is responsible are described in Exhibit C attached hereto. The schematic design, design development and construction documents of the potable water infrastructure are to be completed by Architect’s subcontractor NSI (Task 1 on Exhibit C); Oversight of the assemblage of the potable water system is to be completed by Architect’s subcontractor NSI (Task 2 on Exhibit C); and necessary permitting associated with the potable water system will be completed by Architect’s subcontractor NSI (Task 3 on Exhibit C). Architect will complete the re-design into Phase One and Phase Two and complete redrawing of the Owner’s Master Plan for the equestrian multi-use facility.

Architect shall obtain Owner’s prior written approval of any additional subcontractors, sub-subcontractors or consultants secured by Architect to perform any part of the Additional Services described herein.

3. Article 11.2 is amended by deleting § 11.2 in its entirety and replacing it with the following:

§ 11.2 By Amendment No. 1, for the Architect's Additional Services described in Article 4, § 4.1.28 through § 4.1.33, the Owner shall compensate the Architect \$10,710.00, exclusive of gross receipts tax.

The total contract sum of this Agreement for the Architect's Basic Services and Additional Services shall not exceed \$45,201.20, exclusive of gross receipts tax.

4. Exhibit A attached to Contract 2011-0002-CSD/PL is amended as follows:

Article A.1.1.B Delete the sentence "(from water trucked into the site by the Town of Edgewood)."

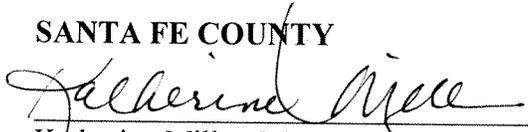
Article A.1.1 Add a paragraph I. that states:

I. Pursuant to Amendment No. 1 to Contract No. 2011-0002-CSD/PL and a re-design by the Architect, the Owner's Master Plan for the Project is re-designed to be completed in two Phases. The Scope of Work described above will be completed in Phase One consisting of construction of the arena and equestrian facility for day use of the facility. Other services described in the Scope of Work will be completed in the future in Phase Two which consists of further development of the equestrian facility to accommodate overnight use by the public. Amendment No. 1 also provides for the design of the equestrian facility to obtain necessary potable water from a nearby water utility.

5. All other provisions of AIA B101-2007, Agreement No. 2011-0002-CSD/PL not specifically amended or modified by this Amendment No. 1, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

SANTA FE COUNTY

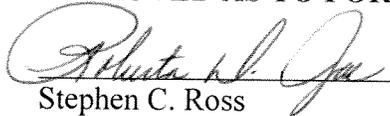


Katherine Miller, Manager
Santa Fe County

9.29.11

Date

APPROVED AS TO FORM:

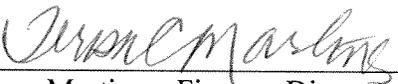


Stephen C. Ross
Santa Fe County Attorney

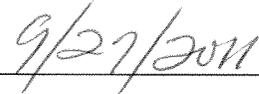
September 22, 2011

Date

FINANCE DEPARTMENT

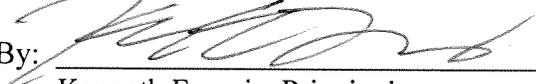


Teresa Martinez, Finance Director

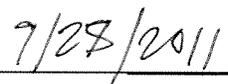


Date

CONTRACTOR – SURROUNDINGS STUDIO, LLC

By: 

Kenneth Francis, Principal



Date

surroundings

landscape
architecture
urbanism

10 August 2011

To: Beth Mills
Santa Fe County
From: Kenneth Francis
Re: Edgewood Open Space (Add Service #1)

Dear Beth:

This letter is a request for approval to complete Additional Services associated with the Edgewood Open Space in Edgewood, NM. Based on our meeting last week and previous discussions of revised directions of design, we understand that the following services will be required.

1. Civil engineering+permitting+additional construction administration (see attached scope) of new potable water system from adjacent right of way.
2. Surroundings' coordination associated with civil engineers' additional scope.
3. Revision of design for phase one focus to arena area to accommodate a larger facility (and associated program elements required of an arena), a ramada structure, and increased parking; revise the master plan rendering to show final design.
4. Redrawing of digitized plan around arena area.
5. Revision of phasing and cost estimate.

By signing this letter, you are authorizing Surroundings Studio LLC to commence services immediately per the fixed fee amounts stated below. This fee includes additional reimbursable expenses, but not NM Gross Receipts Tax.

The contract conditions of our existing Agreement dated January 14, 2011 shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

| | |
|---|--------------------|
| Original Contract Fee w/Expenses | \$ 34,491.20 |
| Additional Services #1 (Surroundings/Hancock) | \$ 2,615.00 |
| (NSI engineers) | \$ 8,095.00 |
| <hr/> Total New Contract Amount (before GRT) | <hr/> \$ 45,201.20 |

Please call me if you have any questions regarding this request for additional services.

Sincerely,

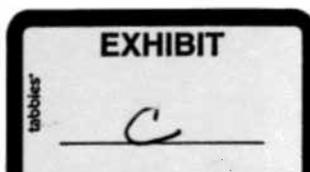


Kenneth Francis
Principal
Surroundings

Approved by Client:

Sign: _____
Name: _____
Title: _____
Date: _____

1600 lena street, #E3
santa fe, nm 87505
t: 505 982 3454
f: 866 638 4578
www.thesurroundings.com

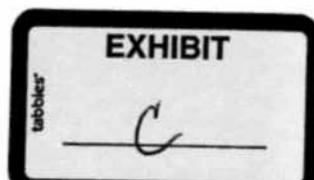


SCOPE OF WORK

TASK 1 POTABLE WATER DESIGN DOCUMENTS (SD, DD AND CD)

Upon written "Notice to Proceed" NSI will begin Task 1, which develops the schematic design, design development and construction documents of the water infrastructure incorporating revisions recommended by the CLIENT. ENGINEER will prepare specifications and construction drawings, including site plans showing system layout and construction details for the potable water system. ENGINEER will prepare the Specifications for the potable water system which will set forth the special conditions for the project, materials and methods of assembly and construction, manufacturer's specifications, and testing requirements. This task includes the following:

- A. Coordination with Thunder Mountain Water and the Client to determine optimal service connection and routing to the Site.
- B. Sizing of the system based on demand and code.
- C. Complete (100%) construction drawings including the following expected drawings:
 - i. Design data and General Notes
 - ii. Site Utility Plan
 - iii. Potable Water Alignments
 - iv. Connection Details
 - v. Miscellaneous Details
- D. Complete system specifications in NSI's standard format, following **2004 CSI MasterFormat** guidelines for numbering. Documents shall be in Microsoft Word Version 2000 or newer. Style and Font shall be Arial 11 pt. Tabs shall be set to .5, .88, 1.25, 1.63, 2, and 2.25 inches. Margins shall be: top, bottom, left, and right = 1 inch, gutter = 0, header and footer = .5 inch. The sections do not use styles and automatic formatting functions. Headers shall be Arial 9 pt and shall include project name and number, and revision date for section. Footer shall be Arial 9 pt and shall include the section title and number.
Please note: If client requires specifications to be in another format than outlined above, client will be billed on a time and materials basis to make these changes.
- E. Complete a final opinion of probable construction cost. Opinions of cost will reflect ENGINEER's most recent information from similar projects, and national cost estimating databases.



The logo for NSI, consisting of the letters "NSI" in a bold, sans-serif font. The logo is positioned to the right of a vertical line.

TASK 2 CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION

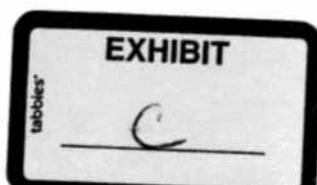
Upon written "Notice to Proceed" NSI will begin Task 2, which completes construction tasks needed to ensure proper assemblage of the potable water system. This task may include the following:

- A. Presence of a qualified Engineer or Engineering Technician familiar with the construction of the designed potable water system. Without this task being completed there is no verifiable method to confirm that the Contractor has completed the PROJECT per plans and specifications. NSI plans and specifications specify inspections and reporting requirements. Intermediate inspections may be performed by a local engineering firm with NSI coordination. As a condition of this proposal and associated contract, NSI REQUIRES at least two (2) observations be performed by NSI staff in order to ensure that the potable water system is constructed properly.

TASK 3 PERMITTING

Upon written "Notice to Proceed" NSI will begin Task 3, which completes permitting tasks associated with the potable water system. This task may include the following:

- A. Submittal of all required permit applications and construction documents pertaining to the potable water system.

**NSI**