

**SANTA FE COUNTY
AMENDMENT NO. 8
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH NCA ARCHITECTS P.A. FOR
THE STEVE HERRERA JUDICIAL COURTHOUSE**

THIS AMENDMENT is made and entered into as of this 13th day of December, 2012, by and between the **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "County," and NCA Architects, P.A. a New Mexico corporation with a principal address of 1306 Rio Grande NW, Albuquerque, New Mexico 87104, hereinafter referred to as "NCA Architects."

WHEREAS, the County and NCA Architects are parties to Contract No. 27-0701-PFMD/MS, dated January 8, 2007, for architectural and engineering services for the Steve Herrera Judicial Courthouse;

WHEREAS, Article 3.3.4 of Contract No. 27-0701-PFMD/MS, permits the parties to amend the contract by an instrument in writing executed by the parties;

WHEREAS, the contract has been duly amended by Amendment Nos. 1 through 7 to increase the contract value and compensation to NCA Architects; amend certain deliverable dates; provide for LEED services; correct clerical errors; amend NCA Architects' architectural and engineering services to include additional contingent additional services; and to authorize NCA Architects to redesign certain rooms of the Judicial Courthouse resulting in the creation of two additional judge chambers on the first floor;

WHEREAS, the parties wish to enter into Amendment No.8 to increase compensation in the amount of \$16,800 to compensate NCA Architects to design parking control and access equipment to the parking garage of the Steve Herrera Judicial Courthouse.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The items listed on the document referenced in Section 1.2.3 of Contract 27-0701-PFMD/MS as "Attachment A" which is a list of specialty services is amended by adding the amount of \$16,800.00 to the item "Court's Design Assistance" and the total value designated for this specialty service is amended to read "\$33,656.00".
2. Section 1.2.1 of Contract No. 27-0701-PFMD/MS is amended to delete the reference to "Two Million, Nine Hundred and One Thousand, Three Hundred and Thirty Six Dollars (\$2,901,336)" in its entirety and replace it with "Two Million Nine Hundred Eighteen Thousand One Hundred Thirty Six Dollars (\$2,918,136.00)."
3. The costs to design parking control and access equipment to the parking garage of the Judicial Courthouse are as indicated on Exhibit 1 attached hereto.
4. All other provisions of Contract No. 27-0701-PFMD/MS, not amended or replaced by Amendment Nos. 1 through 7 and this Amendment No. 8, 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
Katherine Miller
Santa Fe County Manager

12.13.12
Date

APPROVED AS TO FORM:

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

11-30-12
Date

FINANCE DEPARTMENT APPROVAL

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

12/1/12
Date

CONTRACTOR:

By: Justin Layman
Signature
Justin Layman, Project Manager
Printed Name and Title

12.12.12
Date

FEDERAL TAX I.D. NUMBER: # ~~85~~ 85-0277931



Robert M. Calvani
John C. Layman
Myron A. Saidys
Thomas C. Wilber

Additional Fees for Garage Access Changes

NCA Architects

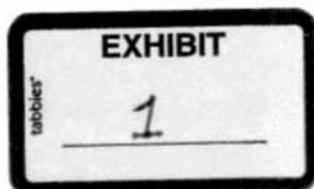
Robert Calvani	2 hours	\$400.00
John Layman	24 hours	2,400.00
Willy Amaya	40 hours	<u>3,200.00</u>

NCA Architects sub-total \$6,000.00

Bridgers and Paxton Engineering \$2,600.00

Walker Parking Consultants \$8,200.00

Total Additional Fees plus NMGRT \$16,800.00



DATE: 10/17/12 B&P PROJECT NO: 5818

ADDITIONAL SERVICES REQUEST

PROJECT TITLE: Santa Fe Courthouse
ADD SERVICE TITLE: Street Lighting Upgrades
CLIENT NAME/PROJECT MANAGER: John Layman
B&P PRINCIPAL-IN-CHARGE: Abbas Shirian

DESCRIPTION OF SERVICES:

Following is our understanding of the scope related to our add service fee proposal for the above referenced project:

Parking controls and access equipment are being considered for the new courthouse. Our scope is to design power systems for the gate controllers and level P1 overhead door. Parking controls, sensors, security equipment and other low voltage systems associated with the parking access system are to be design by others. We propose to modify the electrical plans to show the additional circuitry required for the parking equipment.

ADD SERVICE FEE*: (Fixed Fee) \$ 2,600.00

If the above described services and fees meet with your approval, please return a signed copy of this form to our office so that we may proceed. We will await your authorization prior to proceeding with any additional work associated with this proposal.

AUTHORIZED SIGNATURE

DATE

**The fee(s) listed above does not include New Mexico Gross Receipts Tax which may be applicable unless an appropriate NTTC is issued to our office.*



WALKER
PARKING CONSULTANTS

Walker Parking Consultants
5350 S. Roslyn Street, Suite 220
Greenwood Village, CO 80111

Voice: 303.694.6622
Fax: 303.694.6667
www.walkerparking.com

October 1, 2012

Mr. John Layman
NCA Architects
1306 Rio Grande Boulevard NW
Albuquerque, NM 87104

Re: *Proposal for Parking Consulting Services
Santa Fe Courthouse Parking Structure
Santa Fe, New Mexico*

Dear John:

Walker Parking Consultants is pleased to submit for your review this proposal for design of the Parking Access Control System (PCS) for the above referenced project.

PROJECT UNDERSTANDING

Based on our prior consulting work on the project and an initial conference call with the Owner's design and construction team conducted on September 27th, we understand the project is a courthouse facility at the intersection of Sandoval and Montezuma Avenues in downtown Santa Fe. A two level underground garage is beneath the court facility. Access to the below grade parking is via a ramp on the south side from Montezuma. The Owner has expressed an interest in providing parking control and access equipment at the street level, at the base of the ramp at level P1 and a bid alternate option for control equipment at the top of the ramp leading down to P2. The access equipment will allow for afterhours access by the staff member of both the District Attorney and the Court while at the same time preventing public access during this time frame.

As currently envisioned, an Automatic Vehicle Identification (AVI) system will be used to provide access. During design, it will be determined if the new system can be added onto the existing security system or if a stand alone system will be needed. At the street level, it is anticipated that there will be two (2) automatically controlled gate arms. At the base of the ramp at P1 entry, there will be a new high speed overhead coiling door. At the access point to level P2, it is anticipated there will be gate arms. The Loop detectors, AVI sensors, high speed overhead coiling door, and overhead ultrasonic detectors will be components provided as part of the design by Walker. The overhead ultrasonic sensors may be required at locations where there is post-tensioned slab construction to avoid saw cutting induction style loops. Electrical, low voltage, telecom, and other items will be provided by others. No intercoms or active security equipment such as cameras are to be provided as part of the work.

Walker will require existing electronic based CADD (or REVIT) drawings for the facility and will also require some field measurements and photographs of the proposed areas to be provided to



us. We assume NCA or the Owner will provide this information to us prior to beginning our work. We assume the NCA will coordinate with the Owner's team and local agencies as necessary for any permit or reviews necessary.

SCOPE OF SERVICES

Parking Access Control System Design

1. Review existing documentation provided by others to Walker. Prepare a list of required information that will be necessary to complete the design.
2. Evaluate potential alternative parking access control system components in terms of development costs, operating costs, effectiveness of control offered and parking resource management capability.
3. Meet, via teleconference, with the design team and/or owner to discuss the level of control and management needed from the parking access control system. Discuss/collect information relating to the existing security system. Review project assumptions and criteria.
4. Recommend a preferred system to achieve the project's needs and prepare preliminary design documents. Summarize advantages, disadvantages, and opinion of probable installation cost for the system.
5. Attend up to two (2) teleconference progress/review meetings with the Owner during design phase.
6. Prepare construction documents for the preferred parking control system equipment. Documents will include the Division 11 technical specification and installation details suitable for incorporation into bidding documents for the project.
7. Respond to agency review comments. (NCA will coordinate the permitting process.)
8. Respond to RFI's and questions from Bidder's during bidding and construction phases. Provide document interpretations for work designed by Walker.
9. Attend up to two (2) progress meetings via teleconference during installation.
10. Visit jobsite up to two times during installation to observe overall progress and quality of the work, verify compliance with specifications, observe testing and document completion. Prepare project "punch list".
11. Establish Substantial Completion date and Warranty Start date.



SCHEDULE

We anticipate the preliminary design of the new system will require approximately two weeks to complete following our notice to proceed and meeting with the design team. Final bidding documents will be completed within another week of our receipt of approval of the preliminary design. The bidding and construction implementation phase durations will be determined by the Owner, Owner's Contractor and Construction manager.

PROFESSIONAL FEE

We propose to perform the services described for a lump sum fee of \$6,700.00 which includes design and construction phase work.

Reimbursable expenses are in addition to fees and include 1.15 times the cost of travel and subsistence, toll telephone calls and facsimile transmissions, postage and overnight mail, reproductions, and similar project-related items. We suggest you budget an additional \$1,500 for expenses.

We appreciate your confidence in Walker Parking Consultants and look forward to working with you on this exciting and challenging project. Please contact us if there are questions.

Sincerely,

WALKER PARKING CONSULTANTS

Robert E. Stanley, P.E., NSPE, LEED AP
Director of Operations

cc: Larry Hofmockel, Senior Vice President

AUTHORIZATION

Trusting the above meets with your approval, please sign and return one copy of this proposal as our written authorization and notice to proceed.

Approved by: _____

Title: _____ Date: _____

GENERAL CONDITIONS OF AGREEMENT

FOR DESIGN SERVICES



SERVICES

Walker Parking Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

~~Prior to commencement of services the CLIENT agrees to make an Initial Payment to WALKER in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT. WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not pay WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.~~

STANDARD OF CARE

WALKER will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. WALKER's liability caused by its acts, errors or omissions shall be limited to \$1,000,000.

PERIOD OF SERVICE

In the event that no contract administration phase services are to be provided by WALKER, services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty days after final documents are delivered to the CLIENT. If contract administration phase services are provided by WALKER, services shall be complete upon the earlier of (1) the time of approval by WALKER of final payment to the contractor or (2) thirty (30) days after completion of the work designed by WALKER.

 **AIA**[®] Document G802[™] – 2007

Amendment to the Professional Services Agreement

Amendment Number: 014

TO: Katherine Miller
(Owner or Owner's Representative)

In accordance with the Agreement dated: January 08, 2007

BETWEEN the Owner:
(Name and address)
Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87504

and the Architect:
(Name and address)
NCA Architect
1306 Rio Grande NW
Albuquerque, New Mexico 87104

for the Project:
(Name and address)
Steve Herrera Judicial Complex
Corner of Sandoval Street and Montezuma Street, Santa Fe, New Mexico

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

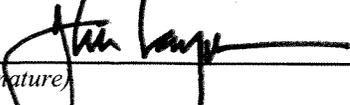
As follows:
Provide design for parking control and access equipment to the parking garage. The scope of work will include design, documents and specifications for overhead door at exterior opening to upper level basement, upward swinging gate at street level and upward swinging gate to lower level parking area (additive alternate). The gates will be set up with software to allow for opening and closing the doors and gates at designated times and will also be operational after normal business hours by way of sensors.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
\$16,800.00 plus applicable tax

Time:

SUBMITTED BY:


(Signature)

John Layman, Project Manager
(Printed name and title)

10.23.12
(Date)

AGREED TO:

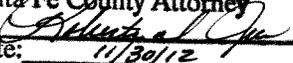

(Signature)

Katherine Miller, County Manager
(Printed name and title)

12.13.12
(Date)

Approved as to form

Santa Fe County Attorney

By: 

Date: 11/30/12

