

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
PROFESSIONAL SERVICES AGREEMENT  
ITEM# 14-1175**

AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 21, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and Kimberly Pollis dba Gifted Hands Studio. (the "Contractor"). The date of this Amendment shall be when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 24 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended to add Paragraph I, so that Article 1 Paragraph I reads in its entirety as follows:

I. Provide written review, comments and recommendations of project plans through April 30, 2018.

2. COMPENSATION

Article 3 of the Agreement is amended to increase compensation by one thousand dollars (\$1,000) inclusive of applicable gross receipts taxes so that Article 3

reads in its entirety:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six thousand dollars (\$6,000.00) inclusive of applicable gross receipts taxes. If approved of and accepted in accordance with Article 9 herein payment shall be made as follows:

Phase 1 One thousand dollars (\$1,000) upon completion of project and materials research, including coordination with design team on art designs layout and approximate number and size of unique artistic pieces

Phase 2 One thousand dollars (\$1,000) upon acceptance of sixty percent designs.

Phase 3 Two thousand dollars (\$2,000) upon acceptance of final design and completion of AutoCAD conversation consultations.

Phase 4 One thousand dollars (\$1,000) upon production verification and installation verification, final acceptance of Artwork

Interim Phase One thousand dollars (\$1,000) upon acceptance of written report of plans through April 30, 2018.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

### 3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment and Amendments No.1, No. 2,

and No. 3 the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Public Art Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
KIMBERLY POLLIS, GIFTED HANDS  
STUDIO

  
BRIAN K. SNYDER, CITY MANAGER

  
NAME AND TITLE

Date: 03/21/2018

Date: 3/29/18

ATTEST:



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YOLANDA Y. VIGIL, CITY CLERK



APPROVED AS TO FORM:

 3/7  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 3-21-18  
ADAM JOHNSON  
FINANCE DIRECTOR 

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Business Unit/Line Item