

**CITY OF SANTA FE
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT #17-0085 between the City of Santa Fe (the "City") and Mifsud Associates Architects, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, the Contractor shall provide architectural design services to the City for CIP project #682, Mary Esther Gonzales (MEG) Complex Building design, and site development as shown on attached Exhibit "A".

B. Pursuant to Article 18 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 additional services as described in Exhibit "A-1 attached herein and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the compensation by eight thousand four hundred fourteen dollars and seventy five cents (\$8,414.75) as described in Exhibit "A-1" attached hereto and incorporated herein, so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed thirty three thousand three hundred twenty six dollars and sixty three cents (\$33,326.63), inclusive of applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1, 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. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:



ERIK LITZENBERG,
INTERIM CITY MANAGER

Date:

5/11/18

CONTRACTOR:



PAUL MIFSUD,
MIFSUD ASSOCIATES ARCHITECTS, LLC

Date: MAY 9, 2018

NM Taxation & Revenue
CRS # 03-307392-00-9
City of Santa Fe Business
Registration # 18-00106339

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

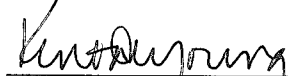
APPROVED AS TO FORM:



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GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:



KENT DEYOUNG, INTERIM FINANCE DIRECTOR

KL

BUSINESS UNIT LINE ITEM NO. 32717.572960



1700 A Paseo De Peralla, Santa Fe, NM 87501

tel. 505.982.8363

fax. 505.989.3311

email: sfarchitect@comcast.net

MIFSUD ASSOCIATES ARCHITECTS

www.santafearchitects.com

Curt Temple
Project Administrator
Public Works Department
City of Santa Fe
PO Box 909
2651 W. Siringo Road, Bldg. E
Santa Fe, New Mexico 87504-0909

Revised: April 13, 2018
May 2, 2018

Dear Curt,

Based on ALTSD Capital Outlay Scope of Work, our meeting on April 30, 2018, and my visits to the property, we have developed this proposal to provide architectural consulting services for the proposed **renovation work at the Mary Esther Gonzales Senior Center at 1121 Alto Street** in Santa Fe, New Mexico. Mifsud Associates Architects, LLC will provide consulting services for the design, construction documents, permitting, and construction administration of the proposed improvements. We are very familiar with this facility, while our previous work improving this building has given us a special understanding of the building's construction systems and renovation history.

PROJECT DESCRIPTION

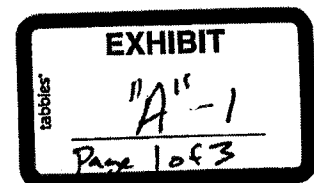
We will provide design services and coordinate and assemble the drawings and documentation required to re-design the rear dock area and design a snow melt system at the dock on the east side of the building. This renovation is to include an evaluation of the existing roof top mechanical units, specifying replacement units, and replacing the roofing over half of the cafeteria. This work will include providing specifications and bidding services, and submitting the Building Permit Application and all associated documentation. We will also meet with you and the users to obtain direction and to coordinate their needs to meet the requirements of the project.

Our work will be divided into three Phases:

PHASE I: DESIGN DEVELOPMENT AND PRELIMINARY APPROVAL

Using the information we previously discussed, we will provide architectural design and development services that explore options and develop a final scope for the work. The design process will consist of our generation of design options that we both review. You will have final plans, sketches, and electrical and mechanical strategies that you approve before moving on to the next phase of the work. This work will also include a preliminary specification of the materials and equipment to be used. We will visit the site as needed to determine the existing conditions and available electrical and mechanical facilities for the project. Documents will be produced to define the basic layouts and conditions, including preliminary engineering drawings. We will meet with City of Santa Fe Public Works Department to ensure the design meets all requirements before moving on to the next Phase of the Work.

Phase I Fixed Fee: \$2,170.00.



PHASE II: CONSTRUCTION AND PERMIT DOCUMENTS

We will produce and coordinate the final construction documents, which will be suitable for pricing and construction. We will also assist in refining the mechanical improvements to the building. We will develop and issue details as they are needed to describe the design. We will perform HVAC load calculations, Plumbing, Mechanical, and Electrical systems design and drawings. This work will include meeting with you and your staff to obtain direction and to coordinate your needs to meet the requirements of the project and to confirm the submittal requirements and submitting the Building Permit Application and all associated documentation. This work will not include any Civil engineering services.

We will produce the following documents:

- Information sheet with a title, drawing index, vicinity map, and code information.
- Site Plan identifying site amenities, property lines, parking areas, and setbacks.
- Site Demolition Plan
- Roof Demolition Plan
- Floor Plans showing dimensions, wall types, windows and doors, and designated work areas.
- Roof Plan, including drainage design.
- Detail sheet with site, roof, and other details.

Drawings that will be required for Engineering:

- Electrical power plan including existing and new electrical and snow melt system.
- Electrical diagrams, panel schedules, and notes.
- Mechanical Roof Plan, details, notes.

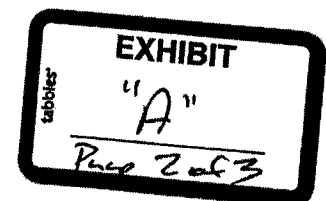
Phase II Fixed Fee: \$ 3,590.00

PHASE III: BIDDING & AND CONSTRUCTION ADMINISTRATION

We will submit the permit application and drawing sets, stamped and signed, to the State Construction Industries Division. We will field questions from them and expedite the permit process as much as possible. We will work with the Construction Industries Division to obtain any required approvals and will produce any additional drawings they may require. We will provide weekly site visits and attend meetings during those visits. We will monitor the work for conformance with the construction documents, respond to RFI's, evaluate submittals and material substitutions, and issue status reports describing the progress of the work, including current photos. We will also evaluate the contractor's applications for payment. We will develop and issue new details as needed to clarify or solve field problems. We will review the contractor's final punch list and prepare our own during the final site visit. We will provide a final report documenting the completion of the project and we will review the redline as-built drawings provided by the contractor. We assume a five to six-week construction schedule with weekly job site meetings.

Phase III Fixed Fee: \$ 2,000.00

Total Architectural fees:	\$ 6,390.00
Mechanical Engineering fixed fee:	\$ 770.00
Electrical Engineering fixed fee:	\$ 600.00
Total Fixed Fee:	\$ 7,760.00
City Gross Receipts Tax (8.4375%):	\$ 654.75
Total Project Fee:	\$ 8,414.75



In order to provide quality services, please furnish us with full information as to your requirements including any special or extraordinary considerations for the project. Additionally, access to any pertinent existing data, including any environmental survey, asbestos-containing material test results, or energy evaluation will be critical to completing a successful project.

Not Included in Our Fees

Gross receipts tax at 8.4375%, plotting, permitting or approval fees, reproduction of documents for permitting and construction, third party renderings, and overnight mail charges are not included and if needed, will be billed as separate line items at our cost. We do NOT charge for in-house copies, phone calls, or faxes.

Hourly Rates

Principal Architect: \$120.00/hour

Associate: \$75.00/hour

Drafting: \$55.00/hour

Terms

We will bill you monthly for the Work we have completed, and payment will be due within 30 days of billing. We will not require a down payment to begin our work. Interest will be charged at a rate of 2% per month for any outstanding balance unpaid after 60 days. The terms and conditions of this agreement are valid for 12 months from the date of the proposal.

This agreement may be terminated at any time by either party upon receipt of written notice. Any fees for services provided before notification of termination is received will be due and payable upon receipt of our final invoice. We agree that any disputes relating to our work on this project will at first be dealt with by a professional mediator. Mifsud Associates Architects' liability on this project shall be limited to the amount of our fees or \$50,000.00, whichever is greater.

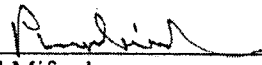
Client shall indemnify, defend, and hold harmless MA Squared, DBA Mifsud Associates Architects, LLC, its officers, agents, employees and subcontractors from liability, and all associated costs arising from services or work performed on the Project by third parties, including but not limited to Client, its officers, employees, agents, subcontractors, consultants, and contractors.

Schedule

We can begin this work upon receipt of a purchase order from the City.

Thank you for the opportunity to work with you on this project.

Sincerely,



Paul Mifsud
Mifsud Associates Architects, LLC

Curt Temple
City of Santa Fe, Facilities Division

