

**SANTA FE COUNTY
AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH THE LOUIS BERGER GROUP, INC.
TO PROVIDE PROJECT REPRESENTATIVE AND INSPECTION SERVICES
FOR THE CR-98 ROAD PROJECT**

THIS AMENDMENT is made and entered into as of this 7th day of October, 2011, by and between the **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as “the County or Owner,” and the **Louis Berger Group, Inc.**, a New Mexico corporation with a principal address of 2019 Galisteo St., Unit M-1, Santa Fe, New Mexico 87505, hereinafter referred to as the “Project Representative or PR.”

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2011-0059-PW/MS, for the provision of professional services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified offeror, the County has determined PR as the most responsive and highest rated offeror;

WHEREAS, the County is constructing the CR-98 Road Project, which involves widening 2.3 miles of road beginning at the intersection of NM 503/CR 98 and ending in the proximity of the Chimayo Fire Station;

WHEREAS, the County desires to engage the PR to render project representative and inspection services for the CR 98 Road Project (“Project”) described in the RFP, and the PR is willing to render such services;

WHEREAS, Article 17, “NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED,” of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the parties desire to enter into this Amendment No. 1 to increase the compensation due to schedule delays in the amount of Forty-eight Thousand, Nine Hundred Fifteen Dollars and Eighty Seven Cents (\$40,749.07), exclusive of NM GRT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

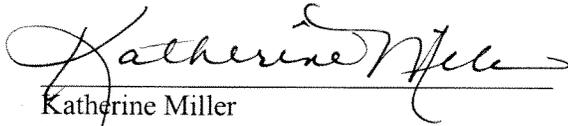
1. Article 2, “**COMPENSATION AND INVOICING**” is hereby amended to read as follows:

In no event shall the total compensation paid to PR by County under this Agreement exceed One Hundred Sixty Two Thousand, Nine Hundred and Seventy Two Dollars and Twenty Cents (\$154,753.40), *exclusive of gross receipts tax*.

2. All other provisions of the original Agreement, not amended, replaced or suspended by Amendment No. 1, shall remain in full force and effect.

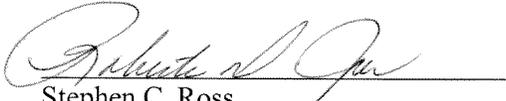
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

10.7.11
Date

APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

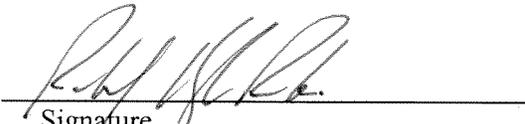
Sept. 13, 2011
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez
Santa Fe County Finance Director

9/15/11
Date

PROJECT REPRESENTATIVE

By: 
Signature

9/26/11
Date

Richard K. Rotto Manager, New Mexico
Printed Name and Title

FEDERAL TAX I.D. NUMBER: #221754524