

**SANTA FE COUNTY
AMENDMENT NO. 1 TO THE AGREEMENT
WITH WATERWAY OF NEW MEXICO, LLC
TO PROVIDE FIRE HOSE TESTING SERVICES**

THIS AMENDMENT is made and entered into this 26th day of Sept. 2013, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Waterway of New Mexico, LLC**, hereafter referred to as "the Contractor."

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2013-0123-FD/PL for fire hose testing services for the Fire Department;

WHEREAS, on November 2, 2012 the County and Contractor entered into Agreement No. 2013-0123-FD/PL to provide fire hose testing services;

WHEREAS, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2013-0123-FD/PL allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto;

WHEREAS, the County wishes to extend the term of the Agreement to November 2, 2014 and increase the compensation by \$22,040.75 for a total amount of \$44,000.00.

WHEREAS, both parties desire to enter into Amendment No. 1.

NOW THEREFORE, both parties agree as follows:

1. ARTICLE 2. "COMPENSATION AND INVOICING" a new subparagraph "A.2.a" is inserted to read as follows:

- a. By Amendment No. 1, the County exercised its first option to extend this Agreement from November 2, 2013 to November 2, 2014. The total amount payable to the Contractor, exclusive of NM gross receipts tax, shall not exceed twenty two thousand forty dollars and seventy-five cents (\$22,040.75). The total amount payable to the Contractor under this Agreement, as amended and extended, shall not exceed forty four thousand dollars (\$44,000.00) exclusive of NM gross receipts tax.

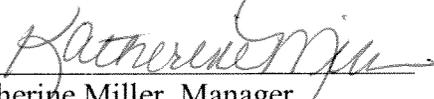
2. ARTICLE 3. "EFFECTIVE DATE AND TERM" a new subparagraph "3.a" is inserted to read as follows:

- a. By Amendment No. 1, the County notifies Contractor and exercised the County's first option to extend the term of this Agreement for one (1) year from November 2, 2013, to November 2, 2014 on the same terms and conditions as stated herein and a \$22,040.75 increase in compensation.

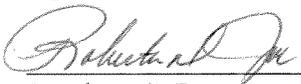
3. All other provisions of Agreement No. 2013-0123-FD/PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

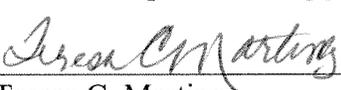
SANTA FE COUNTY:

 9.17.13
Katherine Miller, Manager Date
Santa Fe County

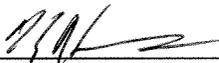
Approved as to Form

 9/11/13
Stephen C. Ross Date
Santa Fe County Attorney

Finance Department Approval

 9/16/13
Teresa C. Martinez Date
Finance Department Director

CONTRACTOR:

 26 Sept 2013
(Signature) Date

Keith Henry
(Print Name)

owner
(Print Title)

FEDERAL TAX I.D. NUMBER: 90 0843535