

**SANTA FE COUNTY
AMENDMENT NO. 2
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 30th day of January, 2012, 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 “Project Representative or PR.”

WHEREAS, pursuant to a request for proposals for project representative and inspection services, the County entered into Agreement No. 2011-0059 with the Louis Berger Group, Inc. to provide PR and inspection services on the County’s CR-98 Road Project;

WHEREAS, the compensation for PR services was one hundred fourteen thousand four dollars and thirty-three cents (\$114,004.33), exclusive of grt;

WHEREAS, the County needs to continue to receive PR and inspection services from the Louis Berger Group throughout construction completion and construction project close out;

WHEREAS, according to Article 17 (No Oral Modifications; Written Amendments) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, by Amendment No. 1 the parties amended Article 2 (Compensation) of the Agreement to increase the compensation due to schedule delays in the amount of forty thousand seven hundred forty nine dollars and seven cents (\$40,749.07), exclusive of grt;

WHEREAS, the parties desire to enter into this Amendment No. 2 to increase the compensation to compensate the Project Representative for PR services and inspection throughout construction completion and project close out;

WHEREAS, the parties wish to increase the compensation by seven thousand eight hundred seventy-one and sixty cents (\$7,871.60), exclusive of grt.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

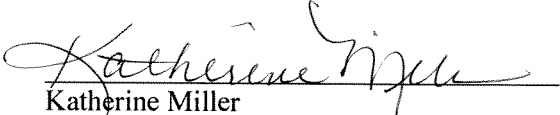
1. Article 2, “**COMPENSATION AND INVOICING**” is hereby amended to read as follows:

In no event shall the total compensation paid to PR by County under this Agreement exceed One Hundred Sixty-two Thousand, Six Hundred Twenty-five dollars and no cents (\$162,625.00), exclusive of gross receipts tax.

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

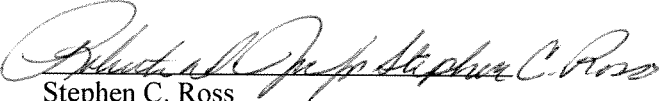
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

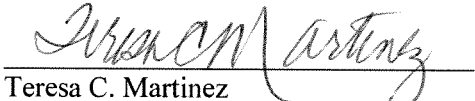
1-30-12
Date

APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

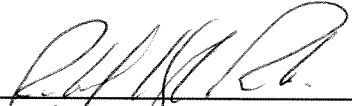
1-23-12
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez
Santa Fe County Finance Director

1/26/12
Date

CONTRACTOR:

By: 
Signature

1/30/2012
Date

RICHARD K. ROTTO, MANAGER, NEW MEXICO
Printed Name and Title

FEDERAL TAX I.D. NUMBER: #22-1754524