

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY AND INTERA, INC.**

THIS AMENDMENT is made and entered into on this 28th day of August, 2014, by and between **Santa Fe County**, hereinafter referred to as “the County” and **Intera Inc.**, a Texas corporation registered to do business in the State of New Mexico, with a corporate address 6000 Uptown Blvd, NE #100, Albuquerque, NM 87110, hereinafter as the “Contractor.”

WHEREAS, the County is committed to the environmental safety and health of the citizens of the City of Santa Fe and Santa Fe County. The County's goal is to protect air quality and prevent the release of petroleum products into the environment and ensure that air and ground contamination is handled and disposed of without harming natural resources;

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued a Request for Proposal (RFP No. 2011-0224-CSD/MS) for environmental remediation services;

WHEREAS, the County and Contractor entered into Agreement No. 2011-0224-CSD/MS on August 30, 2011 for the provision of environmental remediation and monitoring services;

WHEREAS, the Contractor is a qualified full service environmental engineering and consulting firm and is capable of providing remediation services at the County's Steve Herrera Courthouse Complex which was completed in 2013;

WHEREAS, as part of its application to the Voluntary Remedial Activities (VRA) program, the County requires the continuation of certain remedial services by the Contractor and the Contractor is willing to continue to provide such services;

WHEREAS, according to Section 16 of the Agreement No. 2011-0224-CSD/MS, the Agreement may be amended by an instrument in writing executed by the parties;

WHEREAS, by Amendment No. 1 the County exercised its unilateral option to extend the term of the Agreement through August 30, 2013 and by Amendment No. 2 to extend the term of the Agreement through August 30, 2014 pursuant to Section 3 of Agreement No. 2011-0244-CSD/MS and increase compensation by \$95,624.30 for a total contract amount of \$363,768.80, exclusive of gross receipts tax;

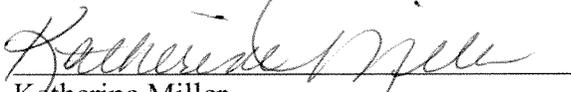
WHEREAS, the County needs Contractor to continue certain remediation, monitoring and voluntary remediation activities for the Courthouse Complex and therefore proposes to amend the Agreement to extend the term to August 30, 2015.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 3. EFFECTIVE DATE AND TERM, insert the following as subsection "d":
 - d. By Amendment No. 3, the parties agree to an extension of the term of this Agreement to August 30, 2015 at the same hourly rate(s) and terms and conditions as stated in Agreement No. 2011-0224-CSD/MS. Pursuant to Amendment No. 3 this Agreement shall expire on August 30, 2015, unless earlier terminated pursuant to Sections 4 or 10.
2. All other provisions of the Agreement not specifically amended by Amendment 1, Amendment 2 and this Amendment No. 3 remain in full force and effect.

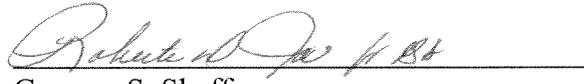
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY


 Katherine Miller
 Santa Fe County Manager

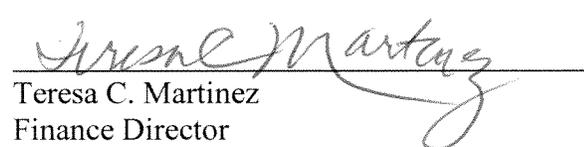
8.28.14
 Date

APPROVED AS TO FORM


 Gregory S. Shaffer
 County Attorney

8/13/14
 Date

FINANCE DEPARTMENT

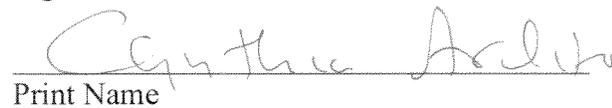

 Teresa C. Martinez
 Finance Director

8/12/14
 Date

CONTRACTOR


 Signature

8-22-14
 Date


 Print Name


 Print Title