AMENDMENT NO. 2 TO THE AGREEMENT WITH MORROW REARDON WILKINSON MILLER, LTD. TO PROVIDE LANDSCAPE ARCHITECT SERVICES

THIS AMENDMENT is made and entered into this day of 2014, by and between Santa Fe County, hereinafter referred to as "County", a New Mexico political subdivision, and Morrow Reardon Wilkinson Miller, LTD Landscape Architects, hereafter referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, the County procured an agreement dated February 8, 2013 with Contractor (the "Agreement") for the provision of landscape architectural services for a gateway entrance on the east entrance to the Agua Fria Traditional Village;

WHEREAS, Article 15, "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 hereto;

WHEREAS, by Amendment No. 1 dated February 26, 2014 the parties agreed to extend the term of the Agreement for one year through February 8, 2015;

WHEREAS, Article 4.B "ADDITIONAL SERVICES" of the Agreement allows the County to request changes in the Contractor's Scope of Work through an amendment to the Agreement;

WHEREAS, Santa Fe County wishes to amend the Agreement to provide for additional design services to be provided by the Contractor to accommodate the participation of Cornerstones Community Partnership in the completion of the Agua Fria Traditional Village gateway entrance, and both parties desire to enter into the Amendment No. 2.

NOW THEREFORE, it is mutually agreed between the parties that Agreement No. 2013-0240-OS/PL be amended as follows:

1. Article 1, SCOPE OF WORK, is amended by inserting the following sentence in the second paragraph between the third and fourth sentences, to read as follows:

The historic character of the Agua Fria Traditional Village will be enhanced through the Contractor's design of the gateway entrance in Phase 1 to accommodate the participation and construction of the entrance by the non-profit organization Cornerstones Community Partnerships.

2. Article 1, SCOPE OF WORK, **Services and Deliverables for Phase 1** is amended by inserting the following as subparagraph "I" and "J" to read as follows:

- I. As additional services, Contractor shall design and provide stamped construction plans and bid documents for construction of the east Agua Fria Traditional Village gateway entrance by Cornerstones Community Partnerships which design will include traditional adobe and mud plaster construction.
- J. 100% construction documents shall be completed within thirty (30) days of the issuance of a Notice of Proceed for these additional services within Phase 1. Contractor shall provide the construction documents as provided in subparagraph "H" above.
- 3. Article 2, COMPENSATION, INVOICING, AND SET-OFF, 2.A.2) is amended to insert a subparagraph (a) to read as follows:
 - (a) Pursuant to Amendment No. 2 to this Agreement to provide for additional services by the Contractor, the Contractor's compensation is increased by Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), exclusive of New Mexico gross receipts tax. The total amount payable to the Contractor under this Agreement shall not exceed Twelve Thousand Three Hundred Fifty Dollars (\$12,350.00), exclusive of New Mexico gross receipts tax.
- 4. All other provisions of Agreement No. 2013-0240-OS/PL not specifically amended by Amendment No. 1 and this Amendment No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 to the Agreement as of the date first written above.

Fatherini Mile	Y.25.14
Katherine Miller	Date
Santa Fe County Manager	
Approved as to Form	
Roberte of Jack 48	7/16/14
Gregory S. Shaffer	Date
Santa Fe County Attorney	
Finance Department Approval	
Irrene marking	7/4/9
Teresa C. Martinez	Date
Finance Department Director	

SANTA FE COUNTY:

CONTRACTOR:	
Baker H. Morro	v 7/21/14
(Signature)	Date /
BAKER 4. MORP	W. FACIA
(Print Name)	
PREMDERLIT	
(Print Title)	-
MORROW REA	EDON MILKINGONIMUER, LT.
LANDSCAPE A	2/MITERTO
	toto/hell