

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR17-37**

This **AMENDMENT NO. 2** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Stantec Consulting Service, Incorporated**, a New York corporation ("Contractor"), to be effective for all purposes July 1, 2020.

WHEREAS, County and Contractor entered into Agreement No. AGR17-37 on June 28, 2017 and Amendment No. AGR17-37-A1 dated August 20, 2018, (as amended, the "Agreement") for Geographic Information System and Asset Management Upgrade; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on May 20, 2020 ; and

WHEREAS, the County Council approved this Amendment at a public meeting held on May 26, 2020 ; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

1. Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence June 28, 2017, and shall continue through June 30, 2023, unless sooner terminated, as provided herein.

2. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule(s) set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

3. Add two (2) new Sections titled "V." and "W."

SECTION V. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION W. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in counterparts, each of which shall be deemed an original.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **Date** _____
PHILO S. SHELTON, III, P.E.
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

STANTEC CONSULTING SERVICES, INC., A NEW YORK CORPORATION

BY: _____ **Date** _____

NAME: _____

TITLE: _____

**EXHIBIT “A”
COMPENSATION RATE SCHEDULE
AGR17-37
AS REVISED BY AMENDMENT AGR17-37-A2**

Fees and Costs:

Project Manager	\$154.00
GIS Developer	\$144.00
Senior GIS Analyst	\$117.00
GIS Analyst 2	\$110.00
GIS Analyst 1	\$105.00
Asset Management Lead	\$242.00
Project Principal	\$242.00
Travel and Printing	Not to exceed \$60,000 for entire term of Agreement