

AGR22-70-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-70**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **iConsult LLC, dba iCon Golf Studio and GrassRoots Golf Design**, a Colorado Limited Liability Corporation ("Consultant"), to be effective for all purposes November 16, 2022.

WHEREAS, County and Consultant entered into Agreement No. AGR22-70 for Design Services for Golf Course Improvements; and

WHEREAS, the Agreement, pursuant to Section A(2)(c), includes a provision that allows County to amend the Agreement if additional services are required; and

WHEREAS, both parties wish to amend to add additional services and compensation for those services; and

WHEREAS, the County Council approved this Amendment at a public meeting held on November 15, 2022.

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

I. **SECTION A. SERVICES AND DELIVERABLES**, Paragraph 2, Subparagraph b, add Subsection 5 as follows:

(5) Additional Services For Phase 2:

- i. Consultant shall review and provide input on a proposal developed by the Los Alamos Golf Association ("LAGA"), labeled by LAGA as Option E, utilizing the same criteria as provided in the Agreement, Section A(2)(a)(1), (2), and (3). Consultant shall include this review and input in a presentation to County Council in December 2022.
- ii. Contractor shall conduct and participate in one (1) additional site visit with LAGA and other members of the public currently scheduled on November 17, 2022. If necessary, upon mutual agreement of County and Consultant, this additional site visit may be rescheduled.
- iii. After the additional site visit described above and prior to Consultant's presentation to County Council in December 2022, Contractor shall conduct one (1) additional virtual follow-up meeting with County staff to discuss and review Consultant's recommendations for Phase 2 options.
- iv. For use at the additional site visit and County Council meeting described above, Contractor shall prepare and provide exhibits and visual materials in connection with paragraphs i., ii., and iii., above.
- v. Contractor shall provide additional project management, coordination, and plan preparation services required to complete the work identified in paragraphs i., ii., iii., and iv., above.

II. Add Exhibit B-1 for Additional Phase 2 Services.

III. Delete **SECTION C. COMPENSATION**, Paragraph 1. **Amount of Compensation.**, in its entirety and replace with the following:

1. **Amount of Compensation.** The total amount of compensation payable for all Services identified herein shall be in accordance with rates identified in Exhibits "B" and "B-1", attached hereto and made a part hereof for all purposes, and shall be payable according to the terms set forth below. Compensation for all Services during the life of this Agreement shall not exceed a combined total of FOUR HUNDRED NINE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$409,630.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT").
 - a. **Initial Scope of Services.** County shall pay compensation for performance of the Phase 1 and Phase 2 services described in the Agreement in an amount not to exceed THREE HUNDRED NINETY-THREE THOUSAND DOLLARS (\$393,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "B," attached hereto and made a part hereof for all purposes.
 - b. **Additional Services as defined in Amendment No. 1.** County shall pay compensation for performance of the Additional Services as described in Amendment No. 1, including additional travel expenses, in an amount not to exceed SIXTEEN THOUSAND SIX HUNDRED THIRTY DOLLARS (\$16,630.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "B" and Exhibit "B-1" attached hereto and made a part hereof for all purposes.

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. 1 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



NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

By: 

STEVEN LYNNE
COUNTY MANAGER

DATE

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

ICONSULT, LLC, A COLORADO LIMITED LIABILITY CORPORATION

By: 

TODD SCHOEDER
OWNER/PRINCIPAL

DATE

Exhibit "B-1"
Compensation Rate Schedule – Additional Travel & Reimbursable Expenses
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Additional Services Description	Cost
LAGA Option "E" review, planning/design, memo and meetings = 11 hours x \$250	\$2,750.00
Additional on-Site Meeting & Virtual Follow-up Meeting: 12 hours x 2 (Principals) = 24 hours x \$250	\$6,000.00
Exhibit Preparation: 2 hours (Principal) x \$250 = \$500.00 8 hours (Discounted Principal Rate) x \$160 = \$1280.00	\$1780.00
Project Management/Coordination/Meetings/Plan Prep.: 10 hours (Principal) x \$250 = \$2,500.00 4 hours (staff) x \$150 = \$600.00	\$3100.00
Reimbursable Expenses (One on-site visit)	\$3,000.00
Total Additional Services	\$16,630.00

In Process