

**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 22-925**

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 **RTDavis Artist, LLC**, a domestic limited liability company ("Artist"), to be effective for all purposes January 17, 2023.

**WHEREAS**, County and Artist entered into Agreement No. AGR22-925, on December 20, 2021, for the creation, delivery, installation and maintenance of art titled "The Industrial Machine" located at the Eco-Station Facility located at 3701 East Jemez Road; and

**WHEREAS**, due condition of the Sculpture, additional Services were necessary within the first year of the Agreement.

**WHEREAS**, the Services are ongoing, and County and Artist wish to amend the Compensation section of the Agreement to remove the limit of expenditures during the first three (3) years.

**NOW, THEREFORE**, for good and valuable consideration, County and Artist agree to amend the Agreement as follows:

- I. Delete **SECTION C. COMPENSATION, Subsection 1.**, 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 TEN THOUSAND DOLLARS (\$10,000.00), which amount does not include applicable New Mexico gross receipts taxes (NMGRT). Compensation shall be paid in accordance with the rate schedule below.

|                  |              |   |
|------------------|--------------|---|
| High-Lift Rental | Actual Cost  | Lowest rate the artist can obtain for a maximum of a two-day rental, which shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). |
| Labor            | \$60.00/hour | Not to exceed One Thousand Four Hundred Forty Dollars (\$1,440.00), without prior written consent from County.                              |
| Parts            | Actual Cost  | Not to exceed Six Hundred Dollars (\$600.00), without prior written consent from County.  |
| Supplies         | Actual Cost  | Not to exceed Two Hundred Fifty Dollars (\$250.00), without prior written consent from County.  |

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**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_ **DATE**  
**STEVEN LYNNE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**RTDAVIS ARTIST, LLC**

**BY:** \_\_\_\_\_ **DATE**  
**ROBERT DAVIS**  
**ARTIST**