

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 23-54**

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 **Delta Airport Consultants, Inc.**, a Virginia corporation ("Contractor"), to be effective for all purposes May 8, 2024.

WHEREAS, County and Contractor entered into Agreement No. AGR23-54 for On-Call Professional Engineering, Architectural, Planning and Project Management Services for Los Alamos County Airport ("LAM"); and

WHEREAS, both parties wish to amend the Agreement to clarify how pricing is calculated for each Task Order; and

WHEREAS, the County Council approved this Amendment at a public meeting held on May 7, 2024;

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

Delete **SECTION A. SERVICES paragraph 3. Task Orders** in its entirety and replace with the following:

1. Task Orders. All Services will be assigned by the County as needed.
 - a. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s). Each Request for Quote shall identify the services required, generally describe the project and provide a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed.
 - b. Upon the County's issuance of a Request for Quote, Contractor shall provide a proposed Task Order ("Task Order"). The Task Order shall provide, in writing, the proposed reimbursable material costs, labor hours, and labor type necessary to complete the Task Order and profit. Any progress billing and payment shall be provided by Contractor in the Task Order and is subject to approval by Project Manager. Preparation and work performed to prepare Task Orders shall be considered incidental to the awarded Agreement and not compensable.
 - c. The profit is a dollar value negotiated at the inception of the Task Order. It is in addition to reimbursement for salary, overhead, and direct non-salary expenses. Profit represents, among others, an amount for willingness to serve, assumption of responsibility and risk, task complexity, record of past performance, amount of sub-consultants, value added components, funding structure, timing of payments

and industry profit rates in the surrounding geographical area for similar work. Profit does not vary with actual costs. County and Contractor may apply customary industry practices to negotiate a fair and reasonable value for the profit. The Quote must convey the profit as a dollar value and may not be modified unless there is a change in the scope of work. Profit shall not be included in the loaded hourly rate(s) and County reserves the right to review the Contractor's audited overhead report per FAA AC 150/5100-14, paragraph 4-10.

- d. If Contractor's Task Order is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work on any particular phase / task only upon receipt of the Approved Task Order. The Contractor will be required to begin using the requirements detailed in the Task Order and move through the various design phases. Task Orders shall be numbered sequentially (TO1, TO2, etc.)
- e. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Task Order is necessary and justifiable. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.) In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in the awarded Agreement(s) unless modified by County.
- f. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Sub-Contractors are the responsibility of the Contractor.
- g. The Agreement will not provide Contractor with a guarantee that County will accept Contractor's Task Orders and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quotes as needed.
- h. The compensation set out on the Approved Task Order shall be an agreed upon fee, including New Mexico Gross Receipts Tax ("NMGR"), and shall not be exceeded without justification made in writing by the Contractor and approved by the County prior to continuing the Approved Task Order. Contractor may be required to attend Council and other public meetings. The County shall identify the meetings and the Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. In the event that it is determined after issuance of the Approved Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill the County, accordingly, based on the hourly rates as agreed.

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: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

DELTA AIRPORT CONSULTANTS, INC., A VIRGINIA CORPORATION

BY: _____
COURTNEY A. BEAMON **DATE**
PRESIDENT