



LOS ALAMOS COUNTY, NM  
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 Anna Archuleta

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**AMENDMENT NO. 2  
 INCORPORATED COUNTY OF LOS ALAMOS  
 SERVICES AGREEMENT NO. 22-70**

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 **iConsult LLC, dba iCon Golf Studio and GrassRoots Golf Design**, a Colorado Limited Liability Corporation ("Consultant"), to be effective for all purposes April 5, 2023 ("Effective Date").

**WHEREAS**, County and Consultant entered into Agreement No. AGR22-70 for Design Services for Golf Course Improvements dated May 4, 2022 and Amendment No. 1, AGR22-70-A1, dated November 16, 2022; and

**WHEREAS**, during its December 13, 2022 meeting, County Council voted to add additional scope to the Golf Course Improvements Project prior to the project being re-bid; and

**WHEREAS**, the Agreement, pursuant to Section A(2)(c), includes a provision that allows County to amend the Agreement if additional services are approved by County Council; 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 April 4, 2023.

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

**I. Add Paragraphs 3 and 4 to SECTION A. SERVICES AND DELIVERABLES. as follows:**

**3. Phase 1 – Additional Scope of Services**

a. Consultant shall provide Additional Services as detailed below, Design Drawings, Construction Documents, and Construction Administration for improvements to Golf Course Holes 1 through 3, Realignment of Holes 7 and 8, Cart Path improvements, and Driving Range Practice Area improvements that includes the design and services specified herein. Services shall be completed within 120 calendar days of the Effective Date of this Amendment, except for Construction Administration which spans the duration of project construction. Consultant shall provide the following:

- (1) Design drawings for Holes 1 through 3 for cost-effective and budget-friendly rehabilitation methods of existing Greens, which may include but are not limited to drill and fill or similar rehabilitation methods.
- (2) Evaluate existing Tee Boxes on Holes 1 through 3 and provide Design Drawings for cost-effective and budget-friendly reconstruction or rehabilitation methods of existing Tee Boxes. Design Drawings shall include either a 4-tee or 5-tee system designed within the existing irrigation system, and shall include size, location, geometry, elevation, grading, and slope in accordance with United States Golf Association ("USGA") and Americans with Disabilities Act ("ADA") standards.

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- (3) Design drawings for Holes 1 through 3 for the reconstruction of existing Bunkers with a new drainage system, new liners, and sand.
  - (4) Design drawings for realignment of Holes 7 and 8 to address ball flight safety including the installation of new greens, bunkers and tees.
  - (5) Design drawings for the installation of a new green-to-tee, non-continuous hard surface cart path system for Holes 1 through 18, to include size, location, grading, and slope in accordance with United States Golf Association ("USGA") and Americans with Disabilities Act ("ADA") standards.
  - (6) Schematic design options and design drawings for driving range practice area improvements including improved tee configuration, ground surface, target greens, landscaping, and short game area consisting of new bunker(s) and practice putting green.
- b. Consultant shall provide the following Deliverables for Phase 1 - Additional Services:
- (1) Schematic Design Options - Driving Range Practice Area Improvements Only
    - i. Produce up to two schematic design options for Driving Range Practice Area improvements with estimates of probable cost.
    - ii. Provide schematic design review meetings with County project, operations, and maintenance staff. Present options and obtain input and County approval of a selected option.
  - (2) Design Drawings
    - i. Produce 90% Design Documents with estimates of probable cost.
    - ii. Provide design plan review meetings with County project, operations, and maintenance staff. Obtain County input and approval of 90% Design Documents.
    - iii. At or before 90% design completion and prior to solicitation of construction bids, County will conduct a final stakeholder information meeting to review design details recommended by Consultant.
  - (3) Construction Documents
    - i. Provide a pre-final design plan review with County project, operations, and maintenance staff.
    - ii. Provide 100% Ready for Construction ("RFC") Construction Documents and technical specifications, which shall include a final estimate of probable cost that includes current market pricing for bid, construction, and permitting in accordance with the Project Schedule.
  - (4) Construction Administration
    - i. Review and certify pay application amount due to the contractor and make recommendations to County for payment.
    - ii. Review and take appropriate and timely action on contractor's submittals.
    - iii. Review and respond to RFI about the Contract Documents.
    - iv. Recommend minor changes in the construction work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the

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- contract sum or an extension of the contract time. Prepare change orders and construction change directives for the County's approval and execution.
- v. Attend virtual weekly OAC meetings.
  - vi. Provide monthly project observation and inspections of the construction work with inspection reports.
  - vii. Project Completion:
    - 1. Conduct inspections with the County to check conformance of the construction work with the Contract Documents and verify the accuracy and completeness of the construction contractor's list of work to be completed or corrected.
    - 2. Subject to County approval issue Certificate of Substantial Completion and Final Completion documents to County Project Manager, at the time such completion has been achieved by the construction contractor.
    - 3. Provide to County Project Manager record drawings in dwg and pdf computer file formats and two paper copies. Other project documentation shall be provided in pdf computer file format and two paper copies, within 30 days of Final Completion of the construction work.
    - 4. Prior to the expiration of one year from the date of substantial completion, conduct a one-year warranty meeting with the County and the construction contractor to inspect the construction work.

#### **4. Phase 3 – Driving Range Containment Netting**

- a. Consultant shall provide Additional Services, as detailed below, Design Drawings, Construction Documents, and Construction Administration for Golf Course Driving Range Containment Netting, necessary for containment of errant golf balls, that includes the design and services specified herein. Services shall be completed within 120 calendar days of the Effective Date of this Amendment, except for Construction Administration which spans the duration of project construction. Consultant shall provide the following:
  - (1) Ball flight trajectory study to ascertain netting height and layout to meet current state of the practice ball containment standards and considering any changes to the driving range layout contemplated under Paragraph 3.
  - (2) Schematic design options and design drawings for cost-effective, budget and maintenance-friendly driving range containment netting and appurtenances.
- b. Consultant shall provide the following Deliverables for the Phase 3 – Additional Driving Range Containment Netting:
  - (1) Schematic Design Options
    - i. Produce a ball flight trajectory study and present findings to County staff.
    - ii. Produce up to two schematic design options for Driving Range Containment Netting with estimates of probable cost.
    - iii. Provide schematic design review meetings with County project, operations, and maintenance staff. Present options and obtain input and County approval of a selected option.

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## (2) Design Drawings

- i. Produce 90% Design Documents with estimates of probable cost.
- ii. Provide design plan review meetings with County project, operations, and maintenance staff.
- iii. Obtain County input and approval of 90% Design Documents.
- iv. At or before 90% design completion and prior to solicitation of construction bids, County will conduct a final stakeholder information meeting to review design details recommended by Consultant.

## (3) Construction Documents

- i. Provide a pre-final design plan review with county project, operations, and maintenance staff.
- ii. Provide 100% RFC Construction Documents, and technical specifications, which shall include a final estimate of probable cost that includes current market pricing for bid, construction, and permitting in accordance with the Project Schedule.

## (4) Construction Administration

- i. Review and certify pay application amount due to the contractor and make recommendations to County for payment.
- ii. Review and take appropriate and timely action on contractor's submittals.
- iii. Review and respond to RFI about the Contract Documents.
- iv. Recommend minor changes in the construction work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the contract sum or an extension of the contract time. Prepare change orders and construction change directives for the County's approval and execution.
- v. Attend virtual weekly OAC meetings.
- vi. Provide monthly project observation and inspections of the construction work with inspection reports.
- vii. Project Completion:
  1. Conduct inspections with the County to check conformance of the construction work with the Contract Documents and verify the accuracy and completeness of the construction contractor's list of work to be completed or corrected.
  2. Subject to County approval issue Certificate of Substantial Completion and Final Completion documents to County Project Manager, at the time such completion has been achieved by the construction contractor.
  3. Provide to County Project Manager record drawings in dwg and pdf computer file formats and two paper copies. Other project documentation shall be provided in pdf computer file format and two paper copies, within 30 days of Final Completion of the construction work.
  4. Prior to the expiration of one year from the date of substantial completion, conduct a one-year warranty meeting with the County and the construction contractor to inspect the construction work.

- II. 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," "B-1", and "B-2" 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 SIX HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS (\$674,738.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR").

**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 ("NMGR"). 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.

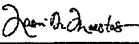
**b. Additional Services as defined in Amendment No. 1.** County shall pay compensation for performance of the Additional Services as described in Amendment No. 1, including additional travel expenses, in an amount not to exceed SIXTEEN THOUSAND SIX HUNDRED THIRTY DOLLARS (\$16,630.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). 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.

**c. Additional Services as defined in Amendment No. 2.** County shall pay compensation for performance of the Additional Services as described in Amendment No. 2, including additional travel expenses, in an amount not to exceed TWO HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED EIGHT DOLLARS (\$265,108.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "B-2" attached hereto and made a part hereof for all purposes.

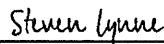
Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 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**

  
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**NAOMI D. MAESTAS**  
**COUNTY CLERK**


**INCORPORATED COUNTY OF LOS ALAMOS**

**BY:**  4/6/2023  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

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

**iCONSULT, LLC, A COLORADO LIMITED LIABILITY CORPORATION**

**BY:**  4/6/2023  
**TODD SCHOEDER** **DATE**  
**OWNER/PRINCIPAL**

**Exhibit "B-2"**  
**Compensation Rate Schedule**  
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<b>Phase 1 – Additional Services</b>	<b>Cost</b>
Holes 1-3 Design (Greens, Tees & Bunkers)	\$ 9,720.00
Holes 7 and 8 Design (includes travel and one, three day site visit)	\$ 28,100.00
Cart Path Design (travel and site visit included above)	\$ 20,380.00
Driving Range Practice Area Design (includes travel and one site visit)	\$ 52,960.00
Meetings/Coordination, Revisions/Additions to Details/Specifications, Construction Plans and Bid Documents	\$ 29,120.00
Construction Administration (includes travel and eight, two-day site visits)	\$ 71,168.00
<b>Total Phase 1 – Additional Services Not to Exceed</b>	<b>\$211,448.00</b>
<b>Phase 3 – Driving Range Containment Netting</b>	
Study, Design, Details, Specifications, Construction Plans, Bid Documents, Meetings/Coordination and Construction Administration (includes travel and two site visits)	\$ 53,660.00
<b>Total Phase 3 – Additional Services Not to Exceed</b>	<b>\$ 53,660.00</b>
<b>TOTAL COMPENSATION FOR AMENDMENT 2 NOT TO EXCEED</b>	<b>\$265,108.00</b>

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