

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
PRICE AGREEMENT NO. 16-4297**

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 **Allied Tree Service and Fencing**, a New Mexico sole proprietorship ("Contractor"), to be effective for all purposes November 29, 2017.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4297 dated November 19, 2015 (as amended, the "Agreement") for On-Call Services for Electric Power Line Tree Trimming; and

WHEREAS, the Services are ongoing, and County and Contractor wish to amend the term of the Agreement and increase the compensation accordingly; and

WHEREAS, the Los Alamos County Utilities Board approved this Amendment at a public meeting held on November 15, 2017; and

WHEREAS, County Council approved this Amendment at a public meeting held on November 28, 2017.

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

- I. To delete **SECTION B. TERM**, in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence November 19, 2015, and shall continue through November 28, 2018, unless sooner terminated, as provided herein.

- II. To delete **SECTION C. COMPENSATION**, in its entirety and replace it with the following:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) 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 "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 NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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**
TIMOTHY A. GLASCO, P.E.
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ALLIED TREE SERVICE AND FENCING, A NEW
MEXICO SOLE PROPRIETORSHIP

BY: _____ **DATE**
JULIAN HERRERA

Exhibit "A"
Compensation Rate Schedule
AGR16-4297-A1

	Year 1 Hourly Rate	Year 1 After Hours Rate	Year 2 Hourly Rate	Year 2 After Hours Rate	Year 3 Hourly Rate	Year 3 After Hours Rate
Foreman	\$36.00	\$54.00	\$37.80	\$56.70	\$36.69	\$58.04
Trimmer	\$35.00	\$52.50	\$36.75	\$55.13	\$38.59	\$57.89
Groundman	\$28.00	\$42.00	\$29.40	\$44.10	\$30.87	\$46.31
3 person Crew Rate++	\$154.00	\$203.50	\$158.95	\$210.93	\$174.15	\$227.24
Bucket Truck	\$40.00	\$40.00	\$40.00	\$40.00	\$45.00	\$45.00
Chipper	\$15.00	\$15.00	\$15.00	\$15.00	\$20.00	\$20.00
Traffic Control	\$45.00	\$45.00	\$45.00	\$45.00	\$47.00	\$47.00
NOTE: ++ The standard 8 hour rate (full work day) shall include the 3 person crew hourly rate PLUS the use of the bucket truck and chipper; and necessary tools.						