

**AMENDMENT NO. 3
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-70**

This **AMENDMENT NO. 3** 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 August 6, 2025 ("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 Amendment No. 2, AGR22-70-A2, dated April 5, 2023; 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 August 5, 2025.

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

I. **Add Paragraph 5 to SECTION A. SERVICES AND DELIVERABLES.** as follows:

Four (4) 2-day, 1-night site visits to the Los Alamos County Golf Course for onsite review, grow-in evaluation, and assessment of course conditioning and presentation, including turf maturity, density, root development, and overall readiness to accommodate unrestricted cart traffic and full public play, as well as general course aesthetics, furnishings, and visual standards. Provide Design-specific input during site visits to confirm alignment with project intent details and specifications to support final field adjustments and warranty inspections. Virtual follow-up meetings, as necessary, including preparation of notes and summary documentation from each visit. The site visits shall be conducted on dates as mutually agreed by County and Consultant.

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", "B-2" and "B-3" 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 SEVEN HUNDRED FIVE THOUSAND ONE HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$705,188.00), 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.
- 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 ("NMGRT"). 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.
- d. **Additional Services as defined in Amendment No. 3.** County shall pay compensation for performance of the Additional Services as described in Amendment No. 3, including additional travel expenses, in an amount not to exceed THIRTY THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$30,450.00), 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-3 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. 3 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

MICHAEL D. REDONDO
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ICONSLT, LLC, A COLORADO LIMITED LIABILITY CORPORATION

BY: _____
TODD SCHOEDER **DATE**
OWNER/PRINCIPAL

BY: _____
DATE

Exhibit B-3
Compensation Rate Schedule
AGR22-70-A3

Additional Services	Cost
3 (Three) additional site visits in calendar year 2025 at \$7500.00 per visit	\$22,500.00
1 (One) additional site visit in calendar year 2026 at \$7950.00.	\$7,950.00
Total Compensation for Amendment 3 (exclusive of NMGRT)	\$30,450.00