

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 23-18**

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 **Gardner Zemke Company**, a New Mexico corporation ("Contractor"), to be effective for all purposes March 29, 2023.

WHEREAS, County and Contractor entered into Agreement No. AGR23-18 on November 16, 2022 for the service of a qualified electrical contractor to replace the existing Electric Transformer at the Abiquiu Hydroelectric Plant (the "Agreement"); and

WHEREAS, County contemplated potential additional expenditures related to the installation of the Transformer, and the Board of Public Utilities and County Council approved a budget contingency of FIFTY THOUSAND DOLLARS (\$50,000.00) when the Agreement was approved; and

WHEREAS, both parties wish to amend the Services, Term and Compensation, and update the Agreement's exhibits to allow for completion of the installation of the Transformer; and

WHEREAS, the Compensation in the Agreement was not to exceed FOUR HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS (\$433,659.00), excluding New Mexico gross receipts taxes ("NMGRT"); and

WHEREAS, the compensation to date has exceeded that amount. Through an administrative error, the not to exceed amount of the Agreement was exceeded by TWENTY-SIX THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$26,434.00); and

WHEREAS, the Chief Purchasing Officer, after consultation with the County Attorney, has determined that neither party has acted fraudulently or in bad faith, therefore, it is in the best interests of County to ratify the Agreement and approve payment for the amount in excess of the original not to exceed amount; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on March 15, 2023; and

WHEREAS, the County Council approved and ratifies and affirms the award of this Agreement and Amendment at a public meeting held on March 28, 2023, and finds that neither Contractor nor County acted fraudulently or in bad faith; and

WHEREAS, the Services are ongoing, and County and Contractor wish to extend the Term of the Agreement.

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

- I. Add Paragraphs 11., 12., and 13. to **SECTION A. SERVICES.** as follows:
 11. Due to conditions encountered during the installation of the Transformer, County has determined that replacement of the Flexible Bus Housing Transition is required. Contractor shall furnish and install a new Flexible Bus Housing Transition.
 12. During the course of installation of the Transformer, Contractor discovered that longer flex braids are necessary to complete the installation due to the adapter utilized in the installation of the original Transformer, which occupied a five (5) inch gap between the Bus and the Transformer. Contractor shall furnish and install appropriate flex braids sized for the new Transformer, in accordance with the dimensions provided in Exhibit "F," attached hereto and made a part hereof for all purposes.
 13. The installation of the additional components described in **SECTION A. SERVICES** 11. and 12. above shall be completed in no later than August 2023, during a scheduled outage of the hydroelectric plant as agreed upon in writing, by the parties.
- II. Delete **SECTION C. TERM** in its entirety and replace with the following:

SECTION C. TERM: The term of this Agreement shall commence November 16, 2022 and shall continue through August 31, 2023, unless sooner terminated, as provided herein.
- III. Delete **SECTION D. COMPENSATION**, Subparagraph 1. Amount of Compensation and replace with the following:
 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED SIXTY THOUSAND NINETY-THREE DOLLARS (\$460,093.00), 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-1," attached hereto and made a part hereof for all purposes.
- IV. Delete Exhibit "A," **Compensation Rate Schedule**, in its entirety and replace with Exhibit "A-1," adding the additional expenses as described in **SECTION A. SERVICES**, 11. and 12.
- V. Add Exhibit "F," Flexible Braid Specification.

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**
PHILO S. SHELTON, III
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

GARDNER ZEMKE COMPANY, A NEW MEXICO
CORPORATION

BY: _____ **DATE**
CLINTON MUNCY
PRESIDENT

Exhibit "A-1"
Compensation Rate Schedule
AGR23-18-A1

<u>Task Number</u>	<u>Description</u>	<u>Cost</u>
Task 1.0	Removal of Existing Transformer and Accessories ,including mineral oil disposal form both units.	\$124,988.00
	Salvage Value to be Credited to County, if any	(\$5,541.00)
Task 2.0	New Transformer Installation including all new mineral oil	\$150,273.00
Task 3.0	Testing & Commissioning	\$58,141.00
Task 4.0	Additional Services (total of items a, b, c, d and e)	\$103,677.00
	a) Cleaning of bushings/linkages - \$1380.00	
	b) Grounding connection checks - \$1721.00	
	c) Circuit Switcher/Disconnect Testing - \$5996.00	
	d) 69 kV PT Testing - \$3146.00	
	e) Painting of H-frame and PT structures - \$65,000	
	f) Furnish and Install Flexible Bus Housing - \$11,602	
	g) Funish and Install Longer Flex Braids - \$14,832	
Task 5.0	Additional items including Project Management, Meetings, Conference Calls	\$24,819.00
	Bonds	\$3,736.00
	TOTAL NOT TO EXCEED AMOUNT	\$460,093.00

DRILLING CODE	W	X	Y	Z
A	4.00	1.13	1.75	1.13
B	6.00	3.13	1.75	1.13
C	4.00	1.50	1.75	0.75
D	4.00	1.25	1.75	1.00
E	6.00	3.50	1.75	0.75
F	6.00	3.25	1.75	1.00
G	4.00	1.75	1.50	0.75
H	6.00	3.75	1.50	0.75
J	6.50	4.00	1.75	0.75
K	4.50	2.00	1.75	0.75
L	4.00	1.00	2.00	1.00
M	6.00	3.00	2.00	1.00
N				
P				
Q				
R				
S				
T				
U				
V				

AGR23-18
Exhibit F
Flexible
Braid
Specification

Specified part
number:
FX06AA2S1575

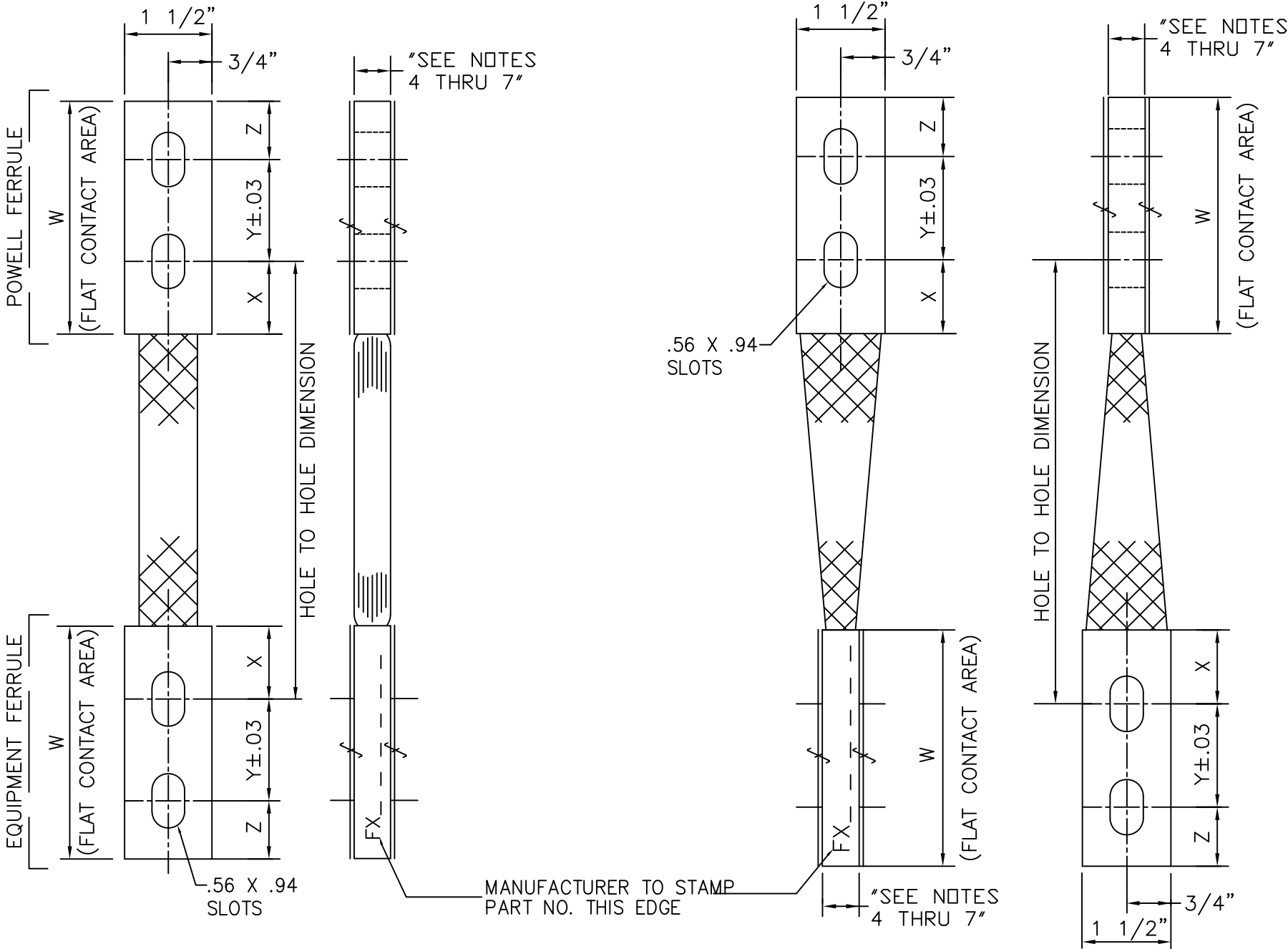
FX08AA1S1050



- HOLE TO HOLE DIMENSION (IE: 1050 = 10.50" / 0625 = 6.25") IN 1/4" INCREMENTS
PLATING (S = SILVER / T = TIN)
FLEX TYPE (1 = STRAIGHT / 2 = 90 DEGREE)
DRILLING CODE (EQUIPMENT FERRULE)
DRILLING CODE (POWELL FERRULE)
FLEX BRAID SIZE (06 = 600MCM / 08 = 800MCM / 10 = 1000MCM / 12 = 1200MCM)
DENOTES FLEXIBLE BRAID

STRAIGHT TYPE

90 DEGREE TYPE

- NOTES:
- CONTACT SURFACE TO BE PLATED BY MFGR PER QI 09.16
 - = PLATED SURFACE
 - EXCEPT AS NOTED, ALL TOLERANCES SHALL BE ± 0.06
 - FOR "06" BRAID SIZES, CIRCULAR MILS OF BRAID SHALL TOTAL 607,824 MIN. / FERRULE THICKNESS TO BE $0.500" \pm 0.06"$
 - FOR "08" BRAID SIZES, CIRCULAR MILS OF BRAID SHALL TOTAL 801,990 MIN. / FERRULE THICKNESS TO BE $0.6875" \pm 0.06"$
 - FOR "10" BRAID SIZES, CIRCULAR MILS OF BRAID SHALL TOTAL 1,016,990 MIN. / FERRULE THICKNESS TO BE $0.813" \pm 0.06"$
 - FOR "12" BRAID SIZES, CIRCULAR MILS OF BRAID SHALL TOTAL 1,210,135 MIN. / FERRULE THICKNESS TO BE $0.938" \pm 0.06"$
 - TOTAL BRAID QTY TO BE CONSTRUCTED OF MULTIPLE 34GA STRANDED, 100MCM INDIVIDUAL BRAIDS TO EQUAL TOTAL MCM REQUIREMENT



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	MFG NOTES:			SPECIAL PROCESS:														
	PAINT COLOR			PLATING	INSULATION													
REVISION 06	REVISION DATE 15-APR-2021	CHANGE ORDER NUMBER CO-0035715	REVISED BY JUSTIN.COLETTA		REVISION DESCRIPTION UPDATED FERRULE THICKNESS FOR 08 BRAIDS			MATERIAL CODE	MATERIAL DESCRIPTION COPPER FERRULES WITH BRAIDED COPPER WIRE		BD SCALE .50	DATE 04-AUG-2016	DRAWN MATTHEW.CLAXTON	PART NO: FXB1000				

