

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR22-18a**

This **AMENDMENT NO. 2** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **All-Rite Construction, Inc.**, a New Mexico corporation ("Contractor"), to be effective for all purposes April 1, 2026.

WHEREAS, County and Contractor entered into Agreement No. AGR22-18a, dated February 2, 2022, and Amendment No. 1, dated May 8, 2024, (as Amended the "Agreement") for On-Call Facilities Construction Services; and

WHEREAS, County and Contractor agreed to amend the Agreement on May 8, 2024, to increase the not-to-exceed compensation from \$4 Million to \$10 Million; and

WHEREAS, there has been an increased demand for these services; and

WHEREAS, County has presently utilized Contractor's Services in a manner that has resulted in the need to further amend the not-to-exceed compensation amount across the multi-source contract from the previously amended amount of \$10 Million increased to \$21 Million; and

WHEREAS, both parties wish to amend the not-to-exceed amount to reflect the increased demand for Services being requested by County; and

WHEREAS, County Council approved this Amendment at a public meeting held on March 31, 2026; and

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

- I. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Compensation Rate Schedule set out in Exhibit A.
2. Materials shall be paid for at invoice cost from the Contractor. Specialty rental equipment (excluding small tools) shall be paid at rental cost from the Contractor with applicable proposed hourly rates for administrative/invoice processing costs, in accordance with the Compensation Rate Schedule set out in Exhibit A.
3. There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
4. Individual task orders that exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) shall require County Council approval.

5. **Maximum Compensation.** Compensation for all Agreements AGR22-18a, AGR22-18b, AGR22-18c, AGR22-18d, and AGR22-18e, and respective Task Orders under this Agreement, shall not exceed a combined total of TWENTY-ONE MILLION AND NO/100 DOLLARS (\$21,000,000.00), over the entire term of these Agreements, excluding New Mexico Gross Receipts Taxes (NMGRT).
6. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, including 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. When applicable, itemized invoices shall be paid in conformance to legal requirements for Public Works projects exceeding the prevailing wage threshold. Invoices shall itemize all materials and supplies (excluding PPE and other items typically supplied by the Contractor), rental equipment charges and other applicable charges, plus labor charges in accordance with Exhibit A, when requested by the Project Manager.

Except as expressly modified by this Amendment No. 2, 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

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

ALL-RITE CONSTRUCTION, INC., A NEW MEXICO CORPORATION

By: _____
MESHACH ALVARADO **DATE**
PRESIDENT